



# Flamingo West

72 units of Affordable Housing for Hillsborough County's hardest-working families.

Application to:

Florida Housing Finance Corporation

RFA 2013-002

For further information please contact:

Shawn Wilson, President

Blue Sky Communities, LLC

5300 W. Cypress St., Ste. 200

Tampa FL 33607

(813) 384-4825

[swilson@blueskycommunities.com](mailto:swilson@blueskycommunities.com)

October 30, 2013

# Attachment

1

# *Certificate of Status*

I certify from the records of this office that BLUE HC 54 LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on October 07, 2013, effective October 01, 2013.

The document number of this company is L13000141384.

I further certify that said company has paid all fees due this office through December 31, 2013, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 131008090719-000252499620#1

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Eighth day of October, 2013



*Ken Detzner*  
Ken Detzner  
Secretary of State

Attachment

2

Not Provided

Attachment

3

Approved  
FHFC Advance Review  
9/24/13

- **Applicant: Blue HC 54 LLC**
  - Managers: Shawn Wilson, James Chadwick
  - Member: Blue HC 54 M, LLC
    - Managers: Shawn Wilson, James Chadwick.
    - Members:
      - Shawn Wilson;
      - Weedon Enterprises LLC;
        - Managers: James Chadwick
        - Members:
          - Harry R. Chadwick and Laurel J. Chadwick  
Family Trust
          - Sembler Provision Fund Generation Skipping  
Trust #4
- Member: Blue Sky SLP, LLC
  - Managers: Shawn Wilson, James Chadwick.
  - Members: Shawn Wilson, Weedon Enterprises, LLC. (see above)

Approved  
FHFC Advance Review  
9/24/13

- **Developer: Blue Sky Communities, LLC**
  - Managers: Shawn Wilson, James Chadwick.
  - Members:
    - Shawn Wilson;
    - Weedon Enterprises LLC;
      - Managers: James Chadwick
      - Members:
        - Harry R. Chadwick and Laurel J. Chadwick Family Trust
        - Sembler Provision Fund Generation Skipping Trust #4



# Attachment

4

# *State of Florida*

## *Department of State*

I certify from the records of this office that BLUE SKY COMMUNITIES LLC, is a limited liability company organized under the laws of the State of Florida, filed on July 24, 2012.

The document number of this company is L12000095792.

I further certify that said company has paid all fees due this office through December 31, 2013, that its most recent annual report was filed on March 7, 2013, and its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixth day of September, 2013*



*Ken DeFries*  
**Secretary of State**

Authentication ID: CU3020611462

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

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

Prior General Development Experience Chart

Name of Principal with the required experience: Shawn Wilson

Name of Developer Entity (for the proposed Development) for which the above Party is a Principal: Blue Sky Communities, LLC

<b>Name of Development</b>	<b>Location (city/state)</b>	<b>Affordable housing program that provided financing</b>	<b>Total number of units</b>	<b>Year completed</b>
<b>Venetian Isles I</b>	<b>Lake Park FL</b>	<b>Tax Credits, Bonds</b>	<b>288</b>	<b>2003</b>
<b>Chapel Trace</b>	<b>Orlando FL</b>	<b>Tax Credits, Bonds</b>	<b>312</b>	<b>2004</b>
<b>Malibu Bay</b>	<b>West Palm Beach FL</b>	<b>Tax Credits, Bonds, HOME, SHIP</b>	<b>264</b>	<b>2005</b>

Attachment

5

Not Provided

# Attachment

6

Not Provided

# Attachment

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**2013 SURVEYOR CERTIFICATION FORM**

Name of Development: Flamingo West  
3738 W IDLEWILD AV, Tampa

Development Location: \_\_\_\_\_  
 (At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C.:

*\*All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).*

State the Development Location Point: <sup>2</sup>	N <u>28</u> Degrees	<u>00</u> Minutes	<u>07.8</u> Seconds (truncated after 1 decimal place)	W <u>82</u> Degrees	<u>30</u> Minutes	<u>11.2</u> Seconds (truncated after 1 decimal place)
--	------------------------	----------------------	--	------------------------	----------------------	--

To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be truncated after 1 decimal place.

Transit Service – State the latitude and longitude coordinates for one (1) Transit Service on the chart below.<sup>3</sup>

	Latitude			Longitude		
Public Bus Stop	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Public Bus Transfer Stop	N <u>27</u> Degrees	<u>58</u> Minutes	<u>52.5</u> Seconds (truncated after 1 decimal place)	W <u>82</u> Degrees	<u>30</u> Minutes	<u>02.2</u> Seconds (truncated after 1 decimal place)
Public Bus Rapid Transit Stop	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
SunRail Station, MetroRail Station, or TriRail Station	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Transit Service is:						<u>1.45</u> Miles

Community Services - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.<sup>3</sup>

Grocery Store:	Latitude			Longitude		
Name - <u>Save-A-Lot</u> Address - <u>3916 W Hillsborough Ave.</u> <u>Tampa FL 33614</u>	N <u>27</u> Degrees	<u>59</u> Minutes	<u>40.8</u> Seconds (truncated after 1 decimal place)	W <u>82</u> Degrees	<u>30</u> Minutes	<u>36.4</u> Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Grocery Store is:						<u>0.68</u> Miles

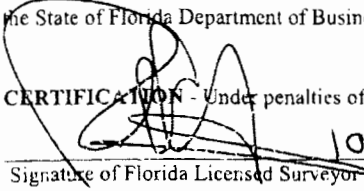
Initials of Surveyor: RCA

2013 SURVEYOR CERTIFICATION FORM

Public School:	Latitude			Longitude		
Name - <u>Egypt Lake Elem.</u> Address - <u>6707 N. Glen Ave.</u> <u>Tampa FL 33614</u>	N <u>28</u> Degrees	<u>00</u> Minutes	<u>27.5</u> Seconds (truncated after 1 decimal place)	W <u>82</u> Degrees	<u>29</u> Minutes	<u>54.4</u> Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Public School is:					<u>0 4 8</u> Miles	
Medical Facility:	Latitude			Longitude		
Name - <u>Florida Hosp Carrollwood</u> Address - <u>7171 N. Dale Mabry Hwy</u> <u>Tampa</u>	N <u>28</u> Degrees	<u>00</u> Minutes	<u>47.0</u> Seconds (truncated after 1 decimal place)	W <u>82</u> Degrees	<u>30</u> Minutes	<u>14.5</u> Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Medical Facility is:					<u>0 7 6</u> Miles	
Senior Center:	Latitude			Longitude		
Name - _____ Address - _____	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Senior Center is:					_____ Miles	
Pharmacy:	Latitude			Longitude		
Name - <u>CVS</u> Address - <u>6701 N. Dale Mabry Hwy</u> <u>Tampa FL</u>	N <u>28</u> Degrees	<u>00</u> Minutes	<u>27.1</u> Seconds (truncated after 1 decimal place)	W <u>82</u> Degrees	<u>30</u> Minutes	<u>16.1</u> Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Pharmacy is:					<u>0 3 8</u> Miles	

If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

CERTIFICATION - Under penalties of perjury, I declare that the foregoing statement is true and correct.

 10/22/13

LS3840  
Florida License Number of Signatory

RICHARD C. HINSON, PSM  
Print or Type Name of Signatory

## 2013 SURVEYOR CERTIFICATION FORM

This certification consists of 3 pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity points. If this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered. The certification may be photocopied. To be considered for scoring purposes, at least pages 1 and 2 of this 3 page certification form must be provided by the Applicant.

"Scattered Sites," as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a "Scattered Site"). For purposes of this definition "contiguous" means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street. (See Rule 67-48.002, F.A.C.).

<sup>2</sup> "Development Location Point" means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development (See Rule 67-48.002, F.A.C.).

<sup>3</sup> The latitude and longitude coordinates for all Proximity Services must represent a point as outlined on the Coordinates Location Chart set out below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds truncated after one decimal place. If the degrees and minutes are not stated as whole numbers and the seconds are not truncated after one decimal place, the Applicant will not be eligible for proximity points for that service.

Coordinates Location Chart																											
Service	Location where latitude and longitude coordinates must be obtained																										
Community Services	Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.																										
Transit Services	<p>For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, TriRail Rail Stations and MetroRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the bus or train.</p> <p>For SunRail Rail Stations, coordinates must represent either the location where passengers may embark and disembark the train or the coordinates listed below:</p> <table border="1"> <thead> <tr> <th>Station Name</th> <th>Latitude/Longitude Coordinates</th> </tr> </thead> <tbody> <tr> <td>Altamonte Springs Station</td> <td>N 28 39 50.1, W 81 21 23.4</td> </tr> <tr> <td>Church Street Station</td> <td>N 28 32 20.3, W 81 22 50.6</td> </tr> <tr> <td>DeBary Station</td> <td>N 28 51 20.3, W 81 19 24.1</td> </tr> <tr> <td>Florida Hospital Station</td> <td>N 28 34 21.8, W 81 22 17.4</td> </tr> <tr> <td>Lake Mary Station</td> <td>N 28 45 31.8, W 81 19 04.3</td> </tr> <tr> <td>LYNX Central Station</td> <td>N 28 32 52.2, W 81 22 51.0</td> </tr> <tr> <td>Longwood Station</td> <td>N 28 42 04.1, W 81 20 43.4</td> </tr> <tr> <td>Maitland Station</td> <td>N 28 38 03.7, W 81 21 44.7</td> </tr> <tr> <td>Orlando Amtrak/ORMC Station</td> <td>N 28 31 39.5, W 81 22 55.6</td> </tr> <tr> <td>Sand Lake Road Station</td> <td>N 28 27 11.3, W 81 22 1.0</td> </tr> <tr> <td>Sanford/SR46 Station</td> <td>N 28 48 49.8, W 81 17 56.9</td> </tr> <tr> <td>Winter Park/Park Ave Station</td> <td>N 28 35 51.5, W 81 21 6.0</td> </tr> </tbody> </table>	Station Name	Latitude/Longitude Coordinates	Altamonte Springs Station	N 28 39 50.1, W 81 21 23.4	Church Street Station	N 28 32 20.3, W 81 22 50.6	DeBary Station	N 28 51 20.3, W 81 19 24.1	Florida Hospital Station	N 28 34 21.8, W 81 22 17.4	Lake Mary Station	N 28 45 31.8, W 81 19 04.3	LYNX Central Station	N 28 32 52.2, W 81 22 51.0	Longwood Station	N 28 42 04.1, W 81 20 43.4	Maitland Station	N 28 38 03.7, W 81 21 44.7	Orlando Amtrak/ORMC Station	N 28 31 39.5, W 81 22 55.6	Sand Lake Road Station	N 28 27 11.3, W 81 22 1.0	Sanford/SR46 Station	N 28 48 49.8, W 81 17 56.9	Winter Park/Park Ave Station	N 28 35 51.5, W 81 21 6.0
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If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location. However, there are no other instances in which an Applicant may use identical coordinates or the same location for any other combination of Transit or Community Services.

Attachment

8

**AGREEMENT FOR SALE AND PURCHASE**

**BETWEEN**

**FLAMINGO WEST APARTMENTS, INC.**

**("SELLER")**

**AND**

**BLUE HC 54 LLC, and/or assigns**

**("PURCHASER")**

**DATED**

**As of October 3, 2013**

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**EXHIBITS**

- A** Legal Description of the Property
- B** Additional Permitted Exceptions
- C** Information List

## AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (this "Agreement") is made and entered into as of the 3 day of ~~September~~<sup>October</sup>, 2013 (the "Effective Date"), by and between **FLAMINGO WEST APARTMENTS, INC.**, a Florida corporation (the "Seller"), and **BLUE HC 54 LLC**, a Florida limited liability company, and/or assigns (the "Purchaser"):

### PREMISES:

**WHEREAS**, Seller owns fee simple title to certain real property located in unincorporated Hillsborough County, Florida, more commonly known as "Flamingo West Apartments" and being more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Real Property"), which consists of a 72-unit residential apartment building; together with: (i) all improvements located thereon, and all amenities associated therewith; (ii) all appurtenances thereto and all rights, title and interest of Seller, if any, in and to all roads, streets and ways, whether public or private, bounding the Property including, without limitation: (1) all leases, licenses, permits, site plan approvals, plat approvals, development agreements, development approvals, governmental approvals, utility agreements, concurrency approvals, impact fee payments, county bonds for development, plans and specifications and contract rights pertaining to the ownership and/or operation of the Property; (2) all of Seller's rights in and to general intangible rights pertaining to the ownership and/or operation of the Property; (3) all Personal Property as defined herein; (4) telephone numbers, email addresses, and websites and web domains used in the operation of the Property; and (5) all strips, gores, easements, privileges, right-of-way, riparian and other water rights, and rights to lands underlying any adjacent streets or roads to the center line of such streets and roads, and other appurtenances pertaining to or accruing to the benefit of the Property (collectively, together with the Real Property, the "Property"); and

**WHEREAS**, Seller, on the terms and conditions set forth herein below, wishes to sell the Property to Purchaser; and

**WHEREAS**, Purchaser, on the terms and conditions set forth herein below, wishes to purchase the Property from Seller.

### WITNESSETH:

**NOW, THEREFORE**, in consideration of the premises, and in further consideration of the covenants and benefits flowing between the parties as set forth herein below, the Seller and Purchaser, each intending to be bound, hereby agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell the Property to Purchaser and Purchaser agrees to purchase the Property from Seller for the purchase price and on terms and conditions set forth in this Agreement hereinbelow.

2. **EARNEST MONEY DEPOSIT; PURCHASER'S RIGHT OF TERMINATION.**

(A) Purchaser shall deliver to Swann, Hadley, Stump, Dietrich & Spears, P.A., as Escrow Agent, at 1031 West Morse Boulevard, Suite 350, Winter Park, Florida 32789 (the "Escrow Agent") (by check drawn on Purchaser or by cashier's check or certified funds or wire transfer), earnest money deposits in the amounts set forth below and in accordance with the following schedule:

- (i) On or before 4:00 p.m. on the second business day after the Effective Date, the sum of **TEN THOUSAND AND No/100 DOLLARS (\$10,000.00)** (the "Initial Earnest Money Deposit"); and



- (ii) On or before 4:00 p.m. on January 2, 2014, the sum of **FORTY THOUSAND and No/100 DOLLARS (\$40,000.00)** (the "Second Earnest Money Deposit"), for a total Earnest Money Deposit of **\$50,000.00**.

The Initial Earnest Money Deposit and the Second Earnest Money Deposit, to the extent paid, and such other earnest money deposits as may be made pursuant to the terms of this Agreement are hereinafter cumulatively referred to as the "Earnest Money Deposit".

(B) The Earnest Money Deposit shall be held in escrow by the Escrow Agent, subject to clearance of funds at a federally insured bank in accordance with and subject to the terms and conditions of this Agreement. Any interest earned on the Earnest Money Deposit shall be reported under Purchaser's federal employer identification number and entitlement to such interest shall follow the Earnest Money Deposit. Purchaser shall execute a Form W-9 and shall deliver such form to the Escrow Agent along with the Earnest Money Deposit. All references herein to the Earnest Money Deposit shall be deemed to include all interest earned thereon, less any applicable bank maintenance and service charges.

(C) The Earnest Money Deposit shall be "at risk" and "non-refundable" except as follows: (i) prior to December 20, 2013, Purchaser determines that the Property is unsatisfactory and terminates this Agreement as provided in Paragraph 6 of this Agreement; (ii) as provided in Paragraph 16; (iii) in the event of Seller's inability to deliver title as herein required; (iv) as provided in the paragraph hereof entitled Defaults and Remedies; (v) as otherwise expressly set forth in this Agreement. In the event the Purchaser terminates this Agreement for any reason other than the foregoing, then in such event the Earnest Money Deposit, to the extent paid by Purchaser to Escrow Agent, shall be delivered by Escrow Agent to Seller and retained by Seller as liquidated damages in the same manner as if there had been a default by Purchaser hereunder, and the parties hereto shall thereafter be relieved of all further rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

(D) The Earnest Money Deposit, to the extent paid, shall be credited against the Purchase Price payable at Closing.

### 3. PURCHASE PRICE.

(A) The purchase price of the Property shall be **THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00)**.

(B) The Purchase Price (or such greater or lesser amount as may be necessary to complete payment of the Purchase Price after credits, adjustments, and prorations) shall be paid by Purchaser to Swann, Hadley, Stump, Dietrich & Spears, P.A., as closing agent (the "Closing Agent") upon Closing by wire transfer. The Closing Agent shall disburse such funds at closing in accordance with the provisions of the paragraph hereof entitled Proceeds of Closing and Closing Procedure.

### 4. TITLE.

(A) Within ten (10) days following Effective Date, the Closing Agent shall obtain and deliver to Purchaser and Seller's counsel an owner's title insurance commitment (the "Title Commitment") in the amount of the Purchase Price for an owner's title insurance policy (the "Title Policy") showing marketable fee simple title to the Property vested in Seller subject only to exceptions or

qualifications set forth in this Agreement, the Permitted Exceptions (as set forth in Paragraph 10 hereof) and those matters which will be discharged by Seller at or before Closing. The Title Commitment shall be issued by First American Title Insurance Company or such other title company as may be selected by Seller (the "Title Company"). The Title Commitment shall include copies of all exceptions of record noted therein, unless previously delivered to Purchaser or Purchaser's counsel. The cost of the Title Commitment, Title Policy and any title searches or status of title reports/certificates and updates associated therewith shall be paid by Purchaser.

(B) The Purchaser shall have until thirty (30) calendar days following receipt of the Title Commitment (the "Title Examination Period") within which to examine the Title Commitment and give written notice to Seller specifying, within the Title Examination Period, the title defects and/or unpermitted exceptions which are unacceptable to Purchaser (collectively, the "Title Defects"). Any matter which is a Permitted Exception (as defined in Paragraph 10 hereof) shall not be considered to be a Title Defect. The Seller shall have a period ("Title Cure Period") of twenty (20) calendar days after receipt of such written notice to cure or remove any such Title Defects of which notice in writing has been given. Notwithstanding any provision contained herein to the contrary, Seller shall not be obligated to attempt to cure or remove any such Title Defects, but may, at Seller's option, elect to do so. Further, Seller shall not be required to maintain any lawsuit to cure or to remove any such Title Defects. In the event an encumbrance or lien liquidated in amount appears of record, it will be discharged by Seller at or prior to the Closing and such encumbrance or lien will not be considered to be a Title Defect.

(C) In the event Seller cures and removes any such Title Defects within said Title Cure Period, then the transaction shall be closed on the Closing Date provided for herein. If upon the expiration of the Title Cure Period, the Seller shall be unable or unwilling to cure or remove any such Title Defects, then Purchaser shall have the option to terminate this Agreement within five (5) days after the expiration of the Title Cure Period or to waive such defects and proceed to close on the Property in which case Purchaser shall accept title to the Property as it then is and without setoff or reduction in the Purchase Price. In the event Purchaser shall timely elect to terminate because of an uncured or incurable Title Defect, then the parties hereto shall thereafter be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement, and the Escrow Agent shall promptly return to Purchaser the Earnest Money Deposit paid by Purchaser to Escrow Agent. If Purchaser fails to give written notice of objections to title within the Title Examination Period or fails to terminate this Agreement within five (5) days after the expiration of the Title Cure Period, then title as shown in the Title Commitment shall be deemed acceptable to Purchaser.

(D) The Title Commitment shall be endorsed or "marked up" at Closing so as to show title to the Property in Purchaser as required herein. At Closing, Seller shall provide the Title Company with such affidavit as is necessary to delete the standard exceptions for parties in possession, unfiled mechanics' liens, defects or other matters appearing after the effective date of the Title Commitment, easements not shown by the public records, and unrecorded leases. The Title Policy to be issued by the Title Company shall be delivered to Purchaser promptly after Closing, subject only to the Permitted Exceptions and any other title exceptions or conditions of title accepted by Purchaser in accordance with the terms hereof and other matters expressly set forth in this Agreement.

(E) If requested by Purchaser at least twenty (20) calendar days following the Effective Date, the Closing Agent agrees to cause the Title Company to issue and deliver to Purchaser, at Purchaser's sole cost and expense, a mortgagee title insurance commitment for a mortgagee title insurance policy on the same terms and conditions as set forth in this Agreement for the issuance of the Title Commitment and Title Policy, with such additional requirements as may be related to the mortgage financing with respect to the Property.

5. **SURVEY.**

(A) The Purchaser, at Purchaser's expense, shall have the option in its sole discretion, prior to January 31, 2014, to obtain a current boundary survey (the "Survey") of the Property, prepared by a land surveyor duly licensed and registered in the State of Florida (the "Surveyor") in accordance with the Minimum Technical Standards for Surveys in the State of Florida (Chapter 61G17-6, Florida Administrative Code). The Survey shall show any easements, Permitted Exceptions capable of being shown on the Survey, encroachments or overlaps on the Property. The Survey shall also show any exceptions to title set forth in Schedule B-II of the Title Commitment which are capable of being shown on a survey. The Survey shall be certified to the Seller, the Purchaser, Purchaser's lender, if any, the Title Company and Closing Agent. The legal description of the Property as set forth on the Survey shall be utilized in the Title Commitment, Title Policy, General Warranty Deed and all other closing documents.

(B) The Purchaser shall have until fifteen (15) calendar days after Purchaser's receipt of the Survey ("Survey Examination Period") to examine the Survey and notify Seller in writing if the Survey shows any overlaps, encroachments or violates any of the Agreement covenants (hereinafter referred to as "Survey Objections"). Survey Objections shall be treated in the same manner as objections based on Title Defects as provided in Paragraph 4 above. If the Purchaser fails to give written notice of Survey Objections within the Survey Examination Period or fails to terminate this Agreement within five (5) days after the expiration of the time period for the Seller to cure Survey Objections, then the Survey shall be deemed acceptable to Purchaser. Notwithstanding any provision contained herein to the contrary, the Closing Date shall not be delayed or extended based on Survey Objections or any other survey matters.

6. **DUE DILIGENCE REVIEW; ACCESS TO PROPERTY.**

(A) Purchaser shall perform certain due diligence within 30 days, including the following: review of items provided by Seller pursuant to Section 6.d. hereof, completing of a new Phase I Environmental Assessment, solicitation of and receipt of Letters of Interest from prospective lenders and tax credit investors, and a preliminary physical needs assessment. Purchaser shall have until December 20, 2013 (the "Due Diligence Period") within which to complete its investigation of the Property. Purchaser shall perform such studies and inspections as Purchaser deems necessary to determine if the Property is suitable for purchaser's intended use. For the purposes of conducting this investigation, Purchaser shall have the right, both during the Due Diligence Period and prior to the Closing Date, at all reasonable times upon reasonable notice, to personally or through agents, employees, and independent contractors, to enter upon the Property for the purposes of, at its own expense, inspecting the Property. Purchaser shall use all reasonable efforts to avoid disturbing any tenants in connection with its inspections and/or investigations and shall coordinate all such inspections with Seller or Seller's designated representative.

(B) Purchaser shall assume all risks involved in entering upon the Property for the performance of such activities and the activities identified in the Paragraph hereof entitled Environmental Audit and Representations and shall indemnify, defend and hold Seller harmless from and against all loss, liability, costs, claims, demands, damages, actions, causes of action, suits and expenses arising out of, related to or caused by Purchaser or its agents or representatives, in the exercise of any of its rights under this paragraph, and Purchaser shall hold Seller and the Property harmless from any liens arising out of such activities thereon. Upon request of Seller, the Purchaser shall, at its sole cost and expense, restore the Property to its original condition in the event this Agreement fails to close. The foregoing indemnification and obligation to restore the Property shall survive the termination of this Agreement.

In the event Purchaser is not satisfied with the results of the inspections of the Property or as to any other matters set forth above, then in such event Purchaser may, in Purchaser's sole discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Due Diligence Period and in such event Escrow Agent shall promptly return to Purchaser the Earnest Money Deposit deposited by Purchaser with Escrow Agent and the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the Closing or earlier termination of this Agreement.

(C) Unless this Agreement is terminated by Purchaser as herein provided, then at the conclusion of the Due Diligence Period, the Earnest Money Deposit deposited by Purchaser with Escrow Agent shall be "at risk" and "non-refundable", subject to Section 2(C).

(D) Within ten (10) business days following execution of this Agreement, Seller shall deliver or otherwise make available to Purchaser copies of the those certain reports, schedules, and documents more specifically described on EXHIBIT "C", attached hereto and by this reference made a part hereof (the "Information List"), provided such information is within the control or possession of Seller. Seller shall deliver or make available such other reports or information regarding the Property as Purchaser may reasonably request in writing.

(E) Notwithstanding any provision contained herein to the contrary, in the event (i) Purchaser terminates this Agreement, or (ii) this Agreement is terminated due to a default by Purchaser under the terms hereof, or (iii) this Agreement is otherwise terminated in accordance with the provisions hereof through no fault on the part of Seller, then in any of such events all preliminary and final subdivision plans, site engineering, stormwater plans, investigations, studies, reports, surveys, environmental assessments, and other evaluations and plans regarding the Property which have been prepared by or on behalf of Purchaser (collectively, the "Studies") shall become the property of Seller, without warranty or representation (provided that Seller shall not be entitled to architectural plans and drawings, market studies and economic models which are expressly excluded from the definition of "Studies"). The provisions of this paragraph shall survive the termination of this Agreement.

(F) During the Due Diligence Period, Purchaser and Seller shall proceed in good faith to agree on a list of all fixtures, furniture, furnishings, equipment, machinery, apparatus, appliances and other items of personal property owned by Seller and attached to, appurtenant to, located in or used in connection with the ownership, operation, repair or maintenance of the Property as of the Effective Date, and all replacements, substitutions and additions of and to all of the foregoing (the "Personal Property"). Title to the Personal Property as identified by Seller and Purchaser shall be conveyed by Seller to Purchaser by Bill of Sale, free and clear of all liens and encumbrances.

7. **ENVIRONMENTAL AUDIT AND REPRESENTATIONS:**

(A) For purposes of this Agreement, "Environmental Laws" shall mean the Resource Conservation and Recovery Act (42 U.S. § 6901 et seq.), as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S. § 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act (49 U.S. § 1801 et seq.); the Toxic Substance Control Act (15 U.S. § 2601 et seq.); the Clean Air Act (42 U.S. § 9402 et seq.); the Clean Water Act (33 U.S. § 1251 et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S. § 136 et seq.); the Occupational Safety and Health Act (29 U.S. § 651 et seq.); and all other applicable federal, state and local environmental laws (including, without limitation, obligations under the common law), ordinances, orders, rules and regulations, as any of the foregoing may have been amended, supplemented or supplanted prior to the Closing, relating to regulation or control of hazardous, toxic or dangerous substances, materials or wastes (collectively, "Hazardous Materials"), or their handling, storage or disposal or to environmental health and safety.

(B) It shall be the responsibility of Purchaser to undertake during the Due Diligence Period such investigations as Purchaser deems necessary with respect to the environmental condition of the Property and the compliance of the Property with Environmental Laws, which may include, at Purchaser's option, a Phase I environmental site assessment and, if needed, a Phase II environmental site assessment. Purchaser shall provide Seller with a copy of any environmental site assessments or other environmental reports within five (5) days of receipt thereof. Seller shall have no duty or obligation to undertake any corrective action or to expend any funds to address any matters which may be disclosed by a Phase I ESA or a Phase II ESA or any other matters which may be discovered by Purchaser during the course of its inspection and investigation of the condition of the Property. Purchaser's sole remedy shall be to terminate this Agreement during the Due Diligence Period in accordance with the provision of Paragraph 6 hereof. Purchaser shall not be entitled to a refund of the Earnest Money Deposit upon termination of this Agreement after the expiration of the Due Diligence Period based solely on the compliance or lack of compliance of the Property with Environmental Laws or the environmental condition of the Property unless the same also results in a breach of a Seller's warranty.

(C) Purchaser shall keep confidential the contents of all such environmental reports as described above and shall not reveal the contents of any report to any unrelated or unaffiliated third party (including governmental agencies or authorities) without the express written consent of Seller, except to Purchaser's prospective lenders, Florida Housing Finance Corporation, Purchaser's contract purchasers, or except to the extent disclosure is required by applicable laws or regulations. If Purchaser believes disclosure to a governmental agency or authority is required by applicable laws or regulations, Purchaser shall notify Seller at least ten (10) calendar days prior to making the disclosure of its intention to make the disclosure and shall include a copy of the proposed disclosure with such notice. The obligations of Purchaser under this subparagraph shall terminate at the closing.

(D) In the event the Purchaser elects, at its option and expense, to obtain environmental insurance with respect to the Property, then the Seller (or Seller's designated representative) agrees to cooperate, at no cost or expense to Seller, in connection therewith, including cooperation in any study which might be undertaken and to participate in any interviews which may be required; provided, however, that (i) Seller shall not be required to execute any affidavit, indemnification, questionnaire or agreement of any type which expands the representations set forth in this Agreement; (ii) Seller shall not under any circumstances be liable to any such insurer in connection with any policies which may be issued and the insurer shall have no claims against Seller in the event any information

provided proves to be inaccurate or incorrect; and (iii) Seller's liabilities and obligations to Purchaser shall not in any way be increased by virtue of Seller's cooperation as aforesaid.

8. **CLOSING.**

(A) Subject to the provisions and conditions herein contained, this transaction shall be closed and the deed and other closing papers delivered (the "Closing") on or before March 20, 2014 (the "Closing Date"). Notwithstanding the foregoing, Purchaser shall have the right to accelerate the Closing Date to such date as Purchaser may designate, by giving Seller at least five (5) days advance notice of such earlier Closing Date.

(B) Closing shall take place at 5300 West Cypress Street, Suite 200, Tampa, Florida, unless otherwise agreed to by Seller and Purchaser. At the option of either party, the closing may be a "mail away" closing.

(C) Unless otherwise provided, all closing documents shall be prepared by Seller's attorney, in commercially reasonable form and subject to the reasonable review and approval of Purchaser or Purchaser's counsel. The parties hereto agree to proceed in good faith to finalize and agree upon all closing documents at least five (5) days prior to Closing.

(D) The Closing Date may be extended by the Purchaser for up to four (4) separate periods of thirty (30) days each if the following conditions are satisfied: (i) Purchaser notifies the Seller in writing (the "Extension Notice") on or before ten (10) calendar days before the scheduled Closing (the "Extension Deadline"), that Purchaser is not ready to close (Purchaser shall also deliver a copy of the Extension Notice to Escrow Agent); and (ii) Purchaser delivers to Escrow Agent on or before 4:00 p.m. on the applicable Extension Deadline the sum of **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)** (each an "Extension Fee").

(E) In the event Purchaser elects to extend the Closing Date as provided in Section 8(D) above, Purchaser agrees that delivery of the Extension Notice shall constitute irrevocable instructions to Escrow Agent to immediately release and deliver to Seller one half of the Earnest Money Deposit and the Extension Fee deposited by Purchaser with Escrow Agent. Notwithstanding any provision contained in the Agreement to the contrary, the Extension Fee delivered to Seller shall be deemed to be fully earned by Seller and shall be non-refundable to Purchaser, provided, however, the Extension Fee (as well as the Earnest Money Deposit) shall be credited against the Purchase Price at Closing.

9. **CONVEYANCE.** The Seller shall convey marketable fee simple title to the Property to the Purchaser at Closing by General Warranty Deed free and clear of all liens and encumbrances except for the Permitted Exceptions (as defined in the paragraph hereof entitled Permitted Exceptions), any other title exceptions or conditions of title accepted by Purchaser in accordance with the terms hereof, and other matters expressly set forth in this Agreement.

10. **PERMITTED EXCEPTIONS.** The Purchaser shall take title to the Property at Closing subject to: (a) taxes and assessments for the current year of closing if not yet due and thereafter; (b) comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; and (c) those additional title exceptions set forth in Exhibit "B" attached hereto and by this reference made a part hereof (the aforementioned being hereinafter and heretofore cumulatively referred to as the "Permitted Exceptions").

11. **EXPENSES, ASSESSMENTS AND PRORATIONS.** The expenses and prorations set forth below shall apply at Closing:

- (A) On the Closing Date, Purchaser shall pay the following closing expenses:
  - (i) The cost of recording the Deed;
  - (ii) The costs of a new or recertified survey, appraisal, or environmental audits;
  - (iii) Any costs in connection with any financing provided to Purchaser;
  - (iv)
  - (v) All costs and fees related to the owner's title policy and the Title Commitment;
  - (vi) All costs and fees related to any mortgagee title policy and endorsements; and
  - (vii) Fees and expenses of Purchaser's counsel.
  
- (B) On the Closing Date, Seller shall pay the following closing expenses:
  - (i) Real Property taxes and assessments for all years prior to the year of Closing;
  - (ii) Documentary Stamps Tax required to be affixed to the Deed;
  - (iii) The cost of recording any corrective instruments; and
  - (iv) Fees and expenses of Seller's counsel.
  
- (C) The following expenses shall be prorated through the day before the Closing:
  - (i) Real property taxes for the current year of Closing. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discounts. In the event the Property is not a separately identified tax parcel, the Seller shall obtain a tax cut-out from the Hillsborough County Tax Collector (or, alternatively, if a tax cut-out cannot be obtained, then the Seller and Purchaser shall mutually agree upon an equitable tax allocation). If the amount of such taxes is not known at the time of Closing, then the proration shall be based upon the amount of taxes for the immediately preceding year. If the amount of such taxes is estimated or otherwise not known at the time of Closing, then in such event, the taxes shall, if requested by Seller or Purchaser, be reprorated and readjusted between the parties promptly after receipt of a tax bill for the year of Closing if the amount of readjustment exceeds \$500.00;
  
  - (ii) All fixed rent and regularly scheduled items of additional rent under any leases, subleases, licenses and other occupancy agreements, with tenants, subtenants and licensees of the Property now in existence or hereafter entered into under the terms of this agreement (collectively, the "Leases"). Rents which are delinquent as of the Closing Date shall not be prorated on the Closing Date. Purchaser shall include such delinquencies in its normal billing, but Purchaser shall have no obligation to pursue the collection thereof after the Closing Date and shall not be required to litigate or declare a default in any Lease. To the extent Purchaser

receives rents on or after the Closing Date, such payments shall be applied first toward the rents for the month in which the Closing occurs, second to the rents that shall then be due and payable to Purchaser, and third to any delinquent rents owed to Seller. Any rent received by Purchaser after closing applicable to the month of Closing, shall be prorated and Seller's prorata portion shall be due to Seller. If Purchaser is required to start collection or legal activity in order to collect the unpaid rent, all third party costs and fees shall be deducted from the amount collected, and the remainder shall be prorated pursuant to the terms of this Agreement;

- (iii) Assignable licenses and permit fees;
- (iv) Amounts due and prepayments under all service and maintenance agreements and equipment leases and any other similar agreements affecting the Property (the "Service Contracts"); and
- (v) All other income and expenses of the Property.

(D) Charges for telephone, gas, electricity, sewer, water and other utility charges, if any, shall either (a) be adjusted at Closing and reflected on the closing statement, or (b) Seller shall arrange for the rendition of final bills as of the Closing Date by the public utility companies and other companies furnishing such services, and Seller shall pay all such final bills as and when rendered prorating the same on a daily basis for any bills covering periods spanning the Closing Date. On the Closing Date, Purchaser shall have all utility and related bills transferred into the name of Purchaser. Seller shall, at no cost to Seller, cooperate with Purchaser to assist in such transfer.

(E) Seller shall deliver or provide a credit in an amount equal to all prepaid rentals for periods after the Closing Date and all security deposits (to the extent the foregoing were made by tenants under the Leases) to Purchaser on the Closing Date.

(F) Seller shall pay all certified, confirmed and ratified special assessment liens, if any, existing as of the day before the Closing Date.

(G) Purchaser shall pay for or assume the obligation for all pending but unconfirmed special assessment liens, if any, existing as of the day before the Closing Date.

## 12. DOCUMENTS TO BE DELIVERED AT CLOSING.

(A) In addition to the other documents required to be executed by Seller at Closing, the Seller shall execute and acknowledge, where necessary, and deliver to Purchaser the following documents at Closing hereunder:

(1) A General Warranty Deed ("Deed") conveying to Purchaser marketable fee simple title to the Property, free and clear of all liens and encumbrances other than the Permitted Exceptions, any other title exceptions or conditions of title accepted by the Purchaser in accordance with the terms hereof, and other matters expressly set forth in this Agreement.



(2) A bill of sale in form and content reasonably acceptable to Purchaser and Purchaser's counsel (the "Bill of Sale"), duly executed by Seller, conveying to Purchaser the Personal Property;

(3) Appropriate assignments of all Service Contracts, licenses and permits, intangible property, deposits, easements, guaranties, warranties, rights-of-way, contract rights, leases, intangible rights, parking spaces, storage spaces, and other property and rights included in this transaction (the "Assignments"), duly executed by Seller, which Assignments shall contain a dual indemnification clause;

(4) An updated and certified Rent Roll and letters to all tenants of the change in ownership and transfer of the security deposits and directing the payment of rent to a person designated by Purchaser;

(5) A certificate stating that the representations and warranties of Seller made herein shall be true and correct at Closing with the same effect as though such representations and warranties had been made at and as of Closing.

(6) A Closing Statement.

(7) An affidavit to the non-existence of parties in possession (except tenants under written leases) and construction liens and any "gap" indemnities required by the Title Company to delete the standard exceptions to title on the Commitment..

(8) An Affidavit stating that Seller is not a "foreign person" pursuant to Section 1445(b)(2) of the Internal Revenue Code.

(B) In addition to the other documents required to be executed by Purchaser at Closing, the Purchaser shall execute and acknowledge, where necessary, and deliver to Seller the following documents at Closing hereunder:

(1) The Purchase Price, less the Earnest Money Deposit and any Extension Fee paid, after all adjustments and prorations are made as herein provided;

(2) A Closing Statement.

(3) The Assignments.

(C) Purchaser and Seller shall each execute and acknowledge, where necessary, and deliver to each other at Closing such documents as may be required under the terms of this Agreement.

13. **OPERATING COVENANTS.**

During the Contract Period Seller covenants to Purchaser the following:

(A) Seller shall: (a) continue to own and operate and maintain the Property in the manner in which it was owned and operated by Seller prior to the Effective Date including, without limitation, maintaining existing insurance coverage in full force and effect similar to that currently in place; (b) continue to make the Property available to the Purchaser, and Purchaser's agents and contractors, for the purpose of conducting the inspections and investigations; (c) perform all of Seller's

obligations under any and all Service Contracts and licenses and permits; (d) promptly deliver to Purchaser a copy of any notices received by Seller affecting or relating to the Property from any tenant and/or governmental authority; (e) promptly deliver to Purchaser a copy of any relevant notices received by Seller affecting or relating to any and all Service Contracts and licenses and permits; and (f) promptly advise Purchaser of any litigation, arbitration or administrative hearing before any governmental agency concerning the Property of which Seller receives written notice, and promptly deliver to Purchaser a copy of all correspondence, pleadings and other documentation relating to such litigation.

(B) Seller shall not enter into any amendment, modification, extension or any other change or renewal of any of the Leases except in the ordinary course of business.

(C) Seller shall not enter into new leases for vacant apartments unless such lease is entered (i) in the normal course of business, (ii) at the usual, current fair market rents being charged for similar apartments at the Property, and (iii) the term is no less than six months and not more than one year in duration;

(D) Seller shall not transfer, sell, additionally encumber or permit to be encumbered with any encumbrance, lien or other claim or right, which may affect title thereto, the Property, Leases or other incorporeal rights, appurtenances and hereditaments to be conveyed pursuant to this agreement; and

14. **REPRESENTATIONS.** Seller hereby represents and warrants to Purchaser, that to the best of Seller's knowledge and belief, the following statements are true, and Purchaser's obligation to close shall be conditioned on the same being true as of the Closing Date and each of the same shall be deemed independently material and shall merge with the Deed and shall not survive Closing:

(A) The Seller owns marketable fee simple title to the Property, subject to the Permitted Exceptions.

(B) The Seller's execution, delivery and/or performance of this Agreement is not prohibited by and will not cause a default under any other agreement, covenant, document or instrument.

(C) Except for those tenants shown on the Rent Roll, there are no parties in possession of all or any portion of the Property, as the case may be, as lessees, tenants at sufferance, licensees or trespassers.

(D) To Seller's knowledge there is, as of the Effective Date, no pending litigation affecting the Property or any part thereof, nor has Seller received any written notice that any such litigation is contemplated and, as of the Closing Date, there will be no litigation pending against the Property which would result in any liability or obligation on the Property or the Purchaser.

(E) Seller has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement.

(F) To Seller's knowledge there is not now any action, suit or proceeding pending, or threatened against or affecting the Property or any portion thereof, or relating to or arising out of the ownership of the Property, in any court or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(G) To Seller's knowledge, as of the Effective Date, there are no assessment liens pending or proposed, certified, confirmed, ratified, special or otherwise affecting the Property.

(H) Seller will not make any application for a change in land use for the Property or a rezoning of the Property.

(I) The Seller shall refrain from taking any action between the Effective Date and the Closing Date that would cause, or threaten to cause, any representations of the Seller as contained in this Agreement to become incorrect or untrue during such period.

(J) To Seller's knowledge: (i) no Hazardous Material have been generated, stored or released on the Property; (ii) neither the Property nor any contiguous lands have been used for the dumping of Hazardous Materials; and (iii) no underground storage tanks are located on the Property.

(K) Other than the Information delivered to Purchaser, (i) Seller has not entered into, as of the date hereof, any leases, contracts, subcontracts, licenses, concessions, easements, or other agreements, either recorded or unrecorded, written or oral, affecting the Property, or any portion thereof or the use thereof; and (ii) there are no leases, ground leases, or other types of occupancy agreements affecting the Property.

(L) As of the Closing, there shall be no open permits or outstanding code violations regarding the Property; Seller shall be responsible for closing all open permits and correcting all code violations prior to Closing.

(M) Seller shall have performed fully and complied with the provisions of this Agreement required to be performed or complied with by it prior to or at the Closing, including satisfaction of the requirements contained in the "Requirements" section of Schedule "B" of the Commitment.

(N) Seller will give or make available to Purchaser true and complete copies of all service contracts and equipment leases as they exist in Seller's files.

(O) Seller shall fully pay for all work done on the Property prior to Closing such that no party shall have the ability to file a mechanic's, materialman's or other liens against the Property.

(P) All books, records, financial statements, etc. and other information related to the Property prepared by Seller or its property manager and provided to Purchaser by Seller were prepared by or for Seller in the ordinary course of its business and are the same materials used and relied upon by Seller in its operation of the Property.

(Q) Seller is not and has never been a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder. Neither Seller nor, to Seller's knowledge, any of its affiliates or their respective partners, members, shareholders or other equity owners is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute (including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56, commonly referred to as the "USA Patriot Act"), executive order (including the September 24,

2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(R) Seller has delivered or made available to Purchaser (without representation or warranty, express or implied) true and complete copies of all third party reports and other items with respect to the Property to the extent such items exist and are within Seller's possession or control.

(S) To the best of Seller's knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions affecting the Property.

Notwithstanding the foregoing, if any of the representations set forth above become untrue due to a condemnation of all or a portion of the Property, then the provisions of the paragraph hereof entitled Casualty and Condemnation shall control the remedies available to Purchaser. In the event Seller or Purchaser become aware prior to Closing that any of the representations set forth above are not true and correct, then they shall give the other party written notice thereof.

15. CASUALTY AND CONDEMNATION.

(A) If, prior to Closing, there shall occur any material damage, destruction or loss to the Property or any part thereof (that is, damage, destruction or loss in excess of \$250,000.00) by fire or other casualty, Seller shall promptly notify Purchaser of such event with a reasonable estimate of the time and the cost of the restoration after that date necessary to repair such damage. In such event, Seller or Purchaser may elect, within two (2) business days after receipt of Seller's notice, to terminate this Agreement or to consummate the transaction contemplated by this Agreement notwithstanding such destruction or material damage without a reduction in the Purchase Price. If the parties do not terminate this Agreement, Purchaser shall be entitled to settle the loss under all policies of insurance applicable to the destruction or damage and receive the proceeds of insurance applicable thereto, and Seller shall, at Closing and thereafter, execute and deliver to Purchaser, or its authorized representative, all required proofs of loss, assignments of claims and other similar items. If Seller or Purchaser elect to terminate this Agreement, the Earnest Money Deposit shall be returned to Purchaser by the Escrow Agent, in which event this Agreement shall, without further action of the parties, become null and void and neither party shall have any rights or obligations under this Agreement.

(B) If, prior to Closing, there is any minor damage, destruction, or loss to the Property or any part thereof (that is, damage, destruction or loss of \$250,000.00 or less) by fire or other casualty, Seller shall either repair such damage prior to Closing or, at Seller's option, assign all insurance claims and/or proceeds pertaining to such damage, destruction or loss to Purchaser by executing and delivering to Purchaser at Closing and thereafter all required proofs of loss, assignments of claims and other similar items in which event Purchaser shall be obligated to close the transaction without a reduction in the Purchase Price, provided Seller has otherwise performed under this Agreement.

(C) In the event any proceedings in eminent domain are instituted by any body having the power of eminent domain with respect to the Property, Purchaser may, at its option, by notice to Seller given within ten (10) calendar days after Seller notifies Purchaser of such proceedings (and if necessary the Closing Date shall be extended to give Purchaser the full ten (10) day period to make such election): (i) terminate this Agreement and the Earnest Money Deposit shall be immediately returned to Purchaser, or (ii) proceed under this Agreement. If no notice is given, Purchaser shall be deemed to have elected to proceed under this Agreement. If Purchaser elects to proceed with this Agreement, then Closing shall occur in accordance with this Agreement. Seller shall, at the Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award, and Purchaser shall have the sole right

during the pendency of this Agreement to negotiate and otherwise deal with the condemning authority in respect of such matter.

16. **PURCHASER'S FEDERAL LOW INCOME HOUSING TAX CREDITS CONTINGENCY.** This Agreement shall be contingent upon Purchaser's ability to secure and obtain, on or before December 20, 2013 (the "Credits Deadline"), Federal Low Income Housing Tax Credits (the "Credits") from the appropriate governmental authority. The contingency described in this Paragraph 16 shall be deemed to be waived by Purchaser if Purchaser either: (i) fails to apply for the Credits within the time specified above; or (ii) fails to notify Seller in writing prior to the Credits Deadline that Purchaser has been unable to obtain the Credits. If Purchaser is unable to secure and obtain the Credits as stated above in this Paragraph 16, Purchaser may: (i) elect to terminate this Agreement by furnishing written notice of such inability to obtain the Credits to Seller prior to the Credits Deadline and in such event Escrow Agent shall promptly return to Purchaser the Initial Earnest Money Deposit deposited by Purchaser with Escrow Agent and the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the Closing; or (ii) waive the contingency described in this Paragraph 16 and proceed to Closing. Unless this Agreement is terminated by Purchaser as herein provided, then upon the Credits Deadline, all of the Earnest Money Deposit then or thereafter deposited by Purchaser with Escrow Agent shall be "at risk" and "non-refundable", subject to Section 2(C). Anything to the contrary contained herein notwithstanding, should Purchaser provide written evidence to Seller that its application for the Credits has been approved but is being delayed due to the filing of a bid protest by a competing applicant, then the Second Earnest Money Deposit shall remain refundable until said bid protest is defeated. If said bid protest is successful and Purchaser is unable to secure and obtain the Credits, Purchaser may: (i) elect to terminate this Agreement by furnishing written notice of such inability to obtain the Credits to Seller and in such event Escrow Agent shall promptly return to Purchaser the Second Earnest Money Deposit deposited by Purchaser with Escrow Agent and the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the Closing; or (ii) waive the contingency described in this Paragraph 16 and proceed to Closing.

17. **CONDITION OF REAL ESTATE.**

**THE PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROPERTY IS SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AND NEITHER SELLER, NOR ANY AGENT OR REPRESENTATIVE OF SELLER, HAS MADE, NOR IS SELLER LIABLE FOR OR BOUND IN ANY MANNER BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, STATEMENTS, INDUCEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING AND SHALL NOT MERGE WITH OR INTO THE DEED AT CLOSING**

18. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** Purchaser and Seller, with regard to all their respective activities relating to the Property, agree to comply with all applicable, local, regional, state and federal laws, statutes, ordinances, rules and regulations which may affect such activities

19. **DEFAULT AND REMEDIES.**

(A) In the event of a default by Purchaser then, unless otherwise provided in this Agreement, the Escrow Agent shall, upon demand by Seller, deliver the Earnest Money Deposit to Seller and Seller shall receive and retain the Earnest Money Deposit (along with, at no expense to the Seller, all Studies obtained by Purchaser pertaining to the Property) as full liquidated damages for such default of Purchaser, the parties hereto acknowledging that it is impossible more precisely to estimate the damages to be suffered by Seller upon Purchaser's default as aforesaid, and the parties expressly acknowledging that retention of the Earnest Money Deposit (along with the Studies) is intended not as a penalty, but as fully liquidated damages with respect to the Property. Seller's right to retain the Earnest Money Deposit (along with the Studies) as full liquidated damages with respect to the Property is Seller's sole and exclusive remedy in the event of such a default hereunder by Purchaser, and, in consideration of its retention of the Earnest Money Deposit (along with the Studies), Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser: (i) for specific performance of this Agreement, or (ii) to prove that Seller's actual damages exceed the Earnest Money Deposit (along with the Studies) which are hereby provided to Seller as full liquidated damages. In the event the purchase and sale contemplated in this Agreement is not consummated because of Purchaser's default, Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller to recover the Earnest Money Deposit or any part thereof or the Studies on the grounds that the Earnest Money Deposit is unreasonable in amount or that retention of the Earnest Money Deposit (along with the Studies) by Seller is a penalty and not agreed upon and reasonable liquidated damages. It shall be an event of default hereunder if Purchaser is either adjudicated bankrupt under state or Federal laws, or voluntarily declares bankruptcy.

(B) If the sale contemplated by this Agreement is not consummated through default of Seller, then the Purchaser shall elect as Purchaser's sole remedy, either: (1) to terminate this Agreement whereupon the parties hereto shall have no further rights or obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement, and demand and promptly receive from the Escrow Agent a refund of the Earnest Money Deposit paid by Purchaser to Escrow Agent, and to maintain a claim for damages for the costs incurred by Purchaser in preparing and pursuing the tax credit application and conducting due diligence, provided that no such claim for damages shall include special damages or lost profits, or, (2) seek specific performance of this Agreement; provided, however, that unless Purchaser files with the clerk of a court of appropriate jurisdiction of Hillsborough County, Florida, the legal process necessary to seek and obtain specific performance of this Agreement within six (6) months from the date of such default, then Purchaser shall be deemed to have forever waived its right to seek and obtain specific performance of this Agreement. Notwithstanding the foregoing, however, in the event that Seller renders specific performance unavailable, Purchaser shall be entitled pursue any and all remedies available at equity or law, including a claim for damages.

(C) Notwithstanding any provision contained herein to the contrary, neither party shall be entitled to declare the other party in default hereunder unless the party seeking to declare a default first gives the other party written notice thereof specifying the alleged default and the corrective action required and such party receiving the notice fails to cure such default with five (5) days from the date of such notice; provided, however, that no notice of default shall be required by Seller in connection with the following: (i) failure of Purchaser to timely deliver any Earnest Money Deposit due hereunder, and (ii) failure of Purchaser to close and deliver the Purchase Price on the Closing Date.

20. **BROKER'S COMMISSION.**

(A) Seller has agreed to pay a real estate brokerage commission at Closing in the event the sale closes, and only in that event, to MARCUS & MILLICHAP (the "Broker") pursuant to a separate agreement. The Broker shall not be entitled to receive any portion of the Earnest Money Deposit in the event the Seller or Purchaser terminates this Agreement or this transaction fails to close for any reason whatsoever. The Broker is joining in the execution of this Agreement for the sole purpose of agreeing to be bound by the provisions of this paragraph.

(B) Seller and Purchaser hereby represent to each other that, except for the Broker, they are not aware of any person or entity which would be entitled to a commission, compensation or brokerage fee for the bringing about of this transaction or the consummation hereof. Except as aforesaid, Seller and Purchaser agree to, and each does hereby agree to indemnify, defend and hold the other harmless from and against all liabilities and expenses, including attorneys' fees, paralegal fees and costs incurred, at both the trial and appellate levels, in connection with any claims for commission, compensation, or otherwise, for the bringing about of this transaction, or the consummation hereof, which may be made against the other by any other person, firm, corporation or other entity as the result of any acts of Seller or Seller's representatives or as the result of any acts of Purchaser or Purchaser's representatives, as the case may be.

21. **NOTICES.** All notices, consents, approvals, waivers and elections which any party shall be requested or shall desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery, by next day delivery service or by facsimile electronic transmission. Notices, including notice of a change of address or phone number, shall be addressed or transmitted to the addresses set forth below, or that a party may otherwise designate in the manner prescribed herein:

**AS TO SELLER:**

Flamingo West Apartments, Inc.  
Attn: Gary Zipper  
3738 W. Idlewild Circle  
Tampa, Florida 33614  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

*With a copy to:*

Swann, Hadley, Stump, Dietrich & Spears, P.A.,  
1031 W. Morse Blvd., Suite 350  
Winter Park, Florida 32789.  
Attn: Jeremy Holt, Esq.  
Telephone: (407) 647-2777  
Fax: (407) 647-2157  
[jholt@swannhadley.com](mailto:jholt@swannhadley.com)

**AS TO PURCHASER:**

BLUE HC 54 LLC  
5300 W. Cypress St., Ste. 200  
Telephone: (813) 384-4825 or (561) 301-3132  
Email: [swilson@blueskycommunities.com](mailto:swilson@blueskycommunities.com)

*With a copy to:*

Julie V. Fanelli  
Fanelli Law Firm, PA  
5300 W. Cypress St., Suite 200

Tampa FL 33607  
(813) 384-4841  
Email: [jfanelli@fanellilaw.com](mailto:jfanelli@fanellilaw.com)

**AS TO ESCROW AGENT:**

Swann, Hadley, Stump, Dietrich & Spears, P.A.,  
1031 W. Morse Blvd., Suite 350  
Winter Park, Florida 32789.  
Attn: Jeremy Holt, Esq.  
Telephone: (407) 647-2777  
Fax: (407) 647-2157  
[jholt@swannhadley.com](mailto:jholt@swannhadley.com)

Notices, consents, approvals, waivers and elections shall be deemed given when received by the party for whom intended at such party's address first herein specified, or such address as such party may have substituted therefore by notice to the other.

22. **HANDLING OF ESCROW.** Escrow Agent agrees to perform its duties as required by this Agreement. At the time of Closing, the Escrow Agent shall pay over to the Closing Agent the Earnest Money Deposit held by the Escrow Agent under this Agreement. In the event of a dispute as to the payment of the Earnest Money Deposit or if the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent shall continue to hold the Earnest Money Deposit until the parties mutually agree as to the distribution thereof or until a judgment of a court of competent jurisdiction determines the rights of the parties thereto. Alternatively, the Escrow Agent may interplead the Earnest Money Deposit into the Registry of the Circuit Court of Hillsborough County, Florida, without further liability or responsibility on the Escrow Agent's part. In the event of any suit between Purchaser and Seller wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent or in the event of any suit in which the Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover its costs in connection therewith, including reasonable attorneys' fees and costs incurred in all trial, appellate and bankruptcy court proceedings, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or Seller of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. **Seller and Purchaser agree that the status of the Seller's legal counsel as the Escrow Agent under this Agreement does not disqualify such law firm from representing the Seller in connection with this transaction; provided, however, that in the event of a dispute or controversy with respect to the Earnest Money Deposit, it is agreed that Swann, Hadley, Stump, Dietrich & Spears, P.A., shall not represent either party in connection therewith.**

23. **FURTHER DOCUMENTATION.** The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transaction contemplated hereby.

24. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to all matters set forth in this Agreement. Time periods herein shall in the computation thereof exclude Saturdays, Sundays and legal holidays and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 4:00 p.m. of the next business day. All time references contained herein shall refer to the local time in effect in Hillsborough County, Florida.



25. **LIKE-KIND EXCHANGE.** Seller and Purchaser agree that either party may elect to structure the conveyance of the Property, or a portion thereof, as a tax-free exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided that the party electing the tax free exchange gives notice of such election to the other party at least twenty (20) days prior to the Closing Date. If such an exchange is elected, the party making such election may elect to enter into an Exchange Agreement with a third party to effect such exchange in accordance with Section 1031 of the Internal Revenue Code. Neither party makes any representation or guarantee to the other that the transaction contemplated under this provision will result in any particular tax treatment to the other party, or will qualify as an exchange under Section 1031 of the Internal Revenue Code. The party electing the tax-free exchange will assume all costs and expenses, including any attorneys' fees, in connection with such election to structure the transaction as a 1031 exchange.

26. **ASSIGNMENT.** This Agreement may be assigned by Purchaser in its entirety, but not in part, only to a person or entity affiliated with or controlled by Purchaser; provided, however, that no such assignments shall be effective unless the Purchaser and assignee execute an assignment and assumption agreement in a form reasonably acceptable to Seller and give written notice thereof to Seller at least ten (10) days prior to the Closing Date. Except as aforesaid, Purchaser may not assign this Agreement, in whole or in part, without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole and absolute discretion.

27. **PROCEEDS OF SALE AND CLOSING PROCEDURE.** The attorney, title agent or closing agent issuing title insurance to Purchaser with respect to the Property shall insure against adverse title matters pursuant to Section 627.7841, Florida Statutes, (i.e., the "gap" will be insured). Purchaser agrees that the proceeds payable to Seller will be disbursed to Seller at Closing if gap coverage is provided.

28. **ATTORNEYS' FEES.**

(A) In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it.

(B) Each party shall bear its own legal expenses in connection with the negotiation of this Agreement and the closing pursuant to this Agreement.

29. **NO AGENCY.**

(A) Except as expressly set forth herein, the Seller is not, and shall not be for any purpose, the agent of the Purchaser, and shall have no power or authority to bind the Purchaser in any manner whatsoever.

(B) Except as expressly set forth herein, the Purchaser is not, and shall not be for any purpose be, the agent of the Seller, and shall have no power or authority to bind the Seller in any manner whatsoever.

30. **ENTIRE AGREEMENT.** This Agreement embodies and constitutes the entire understandings of the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

31. **SURVIVING CLAUSES.** Except as expressly set forth herein, no other provision of this Agreement shall survive the Closing of this transaction or any termination hereof by either party as a matter of right.

32. **AGREEMENT NOT TO BE RECORDED.** Neither this Agreement nor any notice of it shall be placed of record in the Public Records in Hillsborough County, Florida, or in any other jurisdiction. Should this Agreement or any notice of it be placed of record in violation of this provision, then this Agreement may, at the option of the non-defaulting party, be declared null, void and of no legal effect. This agreement may be included in Purchaser's application for the Credits.

33. **INTERPRETATION AND CONSTRUCTION.** IT IS STIPULATED AND AGREED BETWEEN THE PARTIES THAT THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND ANY TRIAL OR OTHER PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL TAKE PLACE IN THE STATE OF FLORIDA. In this Agreement, single number includes the plural, and the words "person" and "party" include corporation, partnership, trusts, joint venture, firm, association, public body or quasi-public body wherever the context so requires. When this Agreement contemplates that one party or the other must perform some task or provide some information, the parties acknowledge that such task to be performed or information to be provided may and/or will be performed or provided by agents, employees and/or consultants of such party. Captions of the paragraphs and subparagraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, limit the scope or content of or aid in the interpretation, construction or meaning of the provisions of this Agreement.

34. **CONSTRUCTION OF AGREEMENT.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the Seller and the Purchaser have contributed substantially and materially to the preparation hereof.

35. **MISCELLANEOUS.**

(A) If all or any portion of the provisions of this Agreement shall be declared invalid by laws applicable thereto and if the intent of this Agreement is not thereby precluded, then such invalid portion shall be ineffective and unenforceable without invalidating the remaining provisions hereof.

(B) This Agreement shall bind and inure to the benefit and burden of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

36. **RIGHT OF FIRST REFUSAL.** Seller has the right to receive Qualified Offers to purchase the Property until PURCHASER'S FEDERAL LOW INCOME HOUSING TAX CREDITS CONTINGENCY as stated in Paragraph 16 of this Agreement is satisfied or waived. Seller shall not market the property in any way but shall rely on prior marketing attempts and word-of-mouth. A

Qualified Offer is a fully-negotiated offer to purchase signed by the purchaser and acceptable in all terms to Seller that meets all of the following criteria: (1) the purchaser is not an affordable housing developer, (2) the purchaser is not an entity that has within its ownership structure any principal or family member of an affordable housing developer, (3) the Price shall not be less than \$3,400,000, (4) the closing deadline shall be not more than 60 days after the effective date, (5) the purchaser must not be related to Seller directly or indirectly. If Seller receives a Qualified Offer in the timeframe set forth herein, Seller shall provide Purchaser with written notice of such Qualified Offer along with a copy of such Qualified Offer. Purchaser at its sole and absolute discretion, within five (5) business days shall then have the option to elect to continue this Agreement by furnishing written notice to Seller and in such event the Earnest Money Deposit shall become non-refundable except as follows: (i) prior to expiration of the Due Diligence Period, Purchaser determines that the Property is unsatisfactory and terminates this Agreement as provided in Paragraph 6 of this Agreement; (ii) in the event of Seller's inability to deliver title as herein required; (iii) as provided in the paragraph hereof entitled Defaults and Remedies. If Purchaser does not furnish notice of its election to continue this Agreement, then this Agreement shall terminate and Escrow Agent shall promptly return to Purchaser the Earnest Money Deposit deposited by Purchaser with Escrow Agent and the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the Agreement.

37. **COUNTERPARTS; FACSIMILE COPIES.** This Agreement and any amendments hereto may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Facsimile copies of this Agreement and any amendments hereto and any signatures thereon shall be considered for all purposes as originals.

38. **CONFIDENTIALITY.** Seller and Purchaser agree that, except to the extent required by law or as needed to obtain permits and approvals for development of the Property, they shall not reveal any of the terms and conditions of this Agreement to any persons other than those parties required to obtain said information in fulfillment of the Purchaser's and Purchaser's obligations hereunder.

39. **RADON GAS.** Pursuant to the provisions of Section 404.056(8), Florida Statutes, Seller hereby notifies Purchaser as follows with respect to the Property: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

40. **OFFER AND ACCEPTANCE.** This Agreement shall first be executed in full by Purchaser for presentation to Seller. If this Agreement is not executed by Seller and delivered to Purchaser OR THE FACT OF EXECUTION communicated in writing by Seller to Purchaser within ten (10) days after the date of execution by Purchaser, then in such event this Agreement shall be null and void and of no further force and effect. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

41. **WAIVER OF JURY TRIAL.**

**EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS SUCH PARTY MAY OTHERWISE HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

*[SIGNATURE PAGE FOLLOWS]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their names, by their proper trustees, officers, representatives, partners or agents thereunto duly authorized, as of the day and year first above written.

**“SELLER”**

**FLAMINGO WEST APARTMENTS, INC.**, a Florida corporation

By: Roberta Zipper  
Roberta Zipper, President

Executed by Seller on September 30, 2013

**“PURCHASER”**

**BLUE HC 54 LLC**, a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed by Purchaser on September \_\_, 2013



**JOINDER BY BROKERS**

The undersigned Broker hereby joins in the execution of this Agreement for the sole purpose of agreeing to be bound by the provisions of the paragraph hereof entitled Broker's Commission.

**"BROKER"**

**MARCUS & MILLICHAP**

By:  \_\_\_\_\_

Name: Luis Perez \_\_\_\_\_

Title: Associate \_\_\_\_\_


Executed by Broker on ~~September~~ 4, 2013

October  
28

**JOINDER BY ESCROW AGENT**

Escrow Agent hereby joins in the execution of this Agreement for the sole purpose of agreeing to be bound by the escrow provisions of this Agreement with respect to the Earnest Money Deposit.

**SWANN, HADLEY, STUMP, DIETRICH &  
SPEARS, P.A.**

By:   
\_\_\_\_\_

**Jeremy Holt, Esq.**

Executed by Escrow Agent on September 20, 2013



**EXHIBIT "A"**  
**Legal Description**

THE NORTH 560 FEET OF THE EAST 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 18 EAST, LESS THE EAST 2.45 FEET, LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA.

**EXHIBIT "B"**  
**Additional Permitted Exceptions**

1. Group W Cable CATV Service Agreement as set forth in instrument recorded June 30, 1987, in Official Records Book 5164, Page 308, Public Records of Hillsborough County, Florida.
2. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) as tenants only.

**EXHIBIT "C"**

**Information List**

1. Copies of all Leases
2. Current and Last six (6) month's rent rolls (showing unpaid rents and evictions in progress)
3. Contracts with outside vendors (laundry machine, trash, pest, grounds, utility service providers telecom etc.)
4. Insurance policies
5. 2012 & 2013 daily deposit slips and monthly bank statements
6. List of salaries and benefits for current employees, including any bartered rent
7. Utility bills for the last four (4) months
8. Property tax bills last two years
9. Recent property improvement invoices
10. Operating Statements – on a monthly basis for YTD and for Year End 2012
11. Litigation in progress, violations with the city, and/or insurance company
12. Existing survey
13. Security Deposit Report
14. Maintenance Logs
15. Existing Engineering Reports such as environmental, structural, soils etc.

# Attachment

9

Not Provided

# Attachment

10

Not Provided

# Attachment

11



Not Provided

# Attachment

12

# RAYMOND JAMES

October 23, 2013

Mr. Shawn Wilson  
Blue HC 54, LLC  
c/o Blue Sky Communities, LLC  
5300 W. Cypress St., Ste. 200  
Tampa, Florida 33607

Re: Project: Flamingo West  
Partnership/Applicant: Blue HC 54, LLC  
Fund: To be determined  
Property Location: Hillsborough County, Florida

Dear Mr. Wilson,

This letter of intent for construction and permanent financing will confirm our agreement (“Agreement”) whereby Raymond James Tax Credit Funds, Inc. (“RJTCF”) shall attempt to effect a closing (“Closing”) of an investment by a Fund sponsored by RJTCF (the “RJTCF Fund”) in the above named partnership (“Partnership”) on the assumptions, terms, and conditions contained in this letter of intent, or such other assumptions, terms and conditions as are acceptable to you, RJTCF and the RJTCF Fund.

Based upon the Partnership receiving \$680,000 in annual low income housing tax credits, and further based on terms and conditions as set forth below, the anticipated total equity investment of the RJTCF Fund in the Project is \$6,663,334 or \$0.98 per low income housing tax credit allocated to the RJTCF Fund, subject to market conditions. Blue HC 54, LLC, Applicant, is the beneficiary of the equity proceeds. The RJTCF Fund anticipates purchasing \$6,799,320 (99.99%) of the total low income housing tax credits allocated to Blue HC 54, LLC. The RJTCF Fund’s net investment is anticipated to be funded based upon the following schedule:

- 15% (\$999,501) paid prior to or simultaneous with the closing of construction financing
- 20% (\$1,332,667) paid at 50% construction completion
- 45% (\$2,998,501) paid at construction completion and
- Balance (\$1,332,665) paid at project stabilization and receipt of 8609s
- The amount of equity to be paid prior to construction completion shall be \$2,332,168.

This letter of intent is subject to RJTCF’s satisfactory completion of its normal due diligence, and is also subject to the approval by the Investment Committee of RJTCF of the terms and conditions of the investment in its sole discretion based on then current market conditions, including availability of investment funds and pricing for tax credits.

For more than 25 years Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for nearly 1,300 tax credit properties nationwide. We look forward to working with you.

Sincerely,




---

Sean Jones  
Director of Acquisitions  
Raymond James Tax Credit Funds, Inc.

Acknowledged and Accepted:

Blue HC 54, LLC

By:   
Name: Shawn Wilson  
Title: Manager

Date: 10/24/13

# Attachment

13



# Citi Community Capital

## TERM SHEET

### Multifamily Rental Developments with Rent Restrictions Acquisition Rehabilitation

#### Flamingo West

October 22, 2013

NOTE: This Term Sheet constitutes a brief summary of certain, but not all, transaction terms and conditions for discussion purposes only. The summary that follows is subject to credit approval and does not constitute an offer or commitment.

**In connection with this Term Sheet, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Term Sheet, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Term Sheet. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Term Sheet, if you have not already done so.**

#### PRELIMINARY LOAN TERMS

##### **Transaction**

##### **Summary:**

Citibank, N.A. (together with its affiliates, "CITI") proposes to fund a construction and permanent loan (the "Loan") to the Borrower (defined below) in connection with the acquisition and rehabilitation of the Property described below.

There will be two separate phases to the financing. Construction and stabilization must be completed during the construction phase (the "Construction Phase") as further described below. After the work has been completed and the Property has stabilized, the Borrower will submit a request to convert to the permanent phase (the "Permanent Phase").

Construction financing will be provided as a conventional construction loan to accommodate monthly loan draws. Payments during the Construction Phase will be interest only.

##### **Property:**

An existing property containing 72-units located in unincorporated, Hillsborough County, FL. The property is commonly referred to as "Flamingo West".

##### **Set-Asides:**

90% of the units are reserved for individuals or families whose income is no greater than 60% of Area Median Income ("AMI") and 10% of the units are reserved for individuals or families whose income is no greater than 40% of AMI.

##### **Borrower:**

Blue HC 54, LLC, a single asset entity which must be acceptable to CITI in all respects.

- LIHTC Investor/  
Syndicator:** The Low Income Housing Tax Credit (“LIHTC”) Investor / Syndicator, the upper tier investor(s) and, the terms and conditions of the operating or partnership agreement, must be acceptable to CITI in all respects including, particularly, as to the timing and conditions to funding capital contributions.
- Guarantor(s):** To be determined. The Guarantor(s)’ financial condition(s) must be acceptable to CITI in all respects.
- Subordinate Debt:** If applicable, the sources of subordinate debt and the subordinate loan documents must be acceptable to CITI in all respects. All subordinate debt must fund prior to Loan funding unless CITI approves other arrangements.
- Availability of Funds:** The specific amounts and timing of funding from the subordinate loans or grants must be acceptable to CITI in all respects. In addition, CITI will require that the funds be properly assigned to CITI and the documentation relative to these sources must be acceptable to CITI.
- Loan Security:** First lien on land and any improvements, UCC filings for fixtures; assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. All income and rent restrictions will be subordinate to the CITI security instrument.
- Recourse:** During the Construction Phase (described below), the Loan will be fully recourse to the Borrower and to the Guarantor(s).
- Guarantees,  
Construction Phase:** During the Construction Phase, Completion and Repayment Guarantees are required from the Borrower and the Guarantor(s).
- Permanent Phase  
Guarantees:** None, except for industry standard carve outs (“Carve Outs”). Carve Outs to include guarantees against fraud, misrepresentation, bankruptcy and environmental issues.
- Environmental  
Indemnity:** Borrower and Guarantor(s) will be liable for CITI’s standard environmental indemnity.
- Closing:** Closing is subject to full satisfaction of CITI’s standard due diligence, underwriting and credit approval processes, and the execution and delivery of all required loan documents, delivery of opinions, payment of fees and other customary requirements.
- Closing Date (est.):** To be determined

#### **CONSTRUCTION PHASE**

- Construction Phase  
Loan Amount:** An amount, currently estimated to be \$7,000,000, but in any event, an amount not to exceed 80% of costs budgeted for the Construction Phase.
- Term:** 24 months, plus two 6-month extension(s) options. Fees for the extension(s) are indicated below under “Fees & Expenses”.

**Budget and Contingencies:**

The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects or, 10% for renovation projects. The budget shall include a soft cost contingency of no less than 5% of budgeted soft costs, excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees.

**General Contractor and Bonding Requirements:**

The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount. Surety issuing bonds must have an A.M. Best rating of "A/XIV" and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will consider accepting a letter of credit ("LC") equal to 10% of the initial construction contract amount. LC provider must be rated "A" or better.

**Retainage:**

Construction contract will provide for retainage of 10% of each construction pay application until completion of construction. After CITI's review of the construction contract and plan and specification review report, CITI will consider reducing the 10% retainage to 5% upon the Property's achievement of 50% completion. All retained amounts will be released upon final, lien-free completion of construction, as approved by CITI.

**PERMANENT PHASE**

**Est. Maximum Permanent Phase Loan Amount:**

An amount currently estimated to be in the maximum amount of \$2,300,000 or such other loan amount supported by CITI's underwriting of the Property at the time of Conversion in accordance with CITI's underwriting requirements including those listed below.

**Minimum Permanent Phase Loan Amount:**

50% of the Maximum Permanent Phase Loan Amount.

**Permanent Phase Interest Rate:**

Fixed rate equal to the 10-year Treasury yield plus a spread of 3.87%, with a floor of 6.50%. Currently, 10-year Treasury is trading at approximately 2.63%, for an all-in rate of 6.50%. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing.

**Minimum DSC:**

1.15

**Maximum LTV:**

80%

**Permanent Phase Term:**

15 years

**Amortization:**

30 years

**Yield Maintenance Period:**

From Closing until 6 months prior to the end of the Permanent Phase.



**Replacement Reserve:** Upon Conversion, the Borrower will be required to fund a Replacement Reserve at a level of \$300/unit/year for the first five years following Conversion. Five years following Conversion (and each subsequent five years thereafter), the Replacement Reserve level will be determined by a Physical Needs Assessment acceptable to CITI.

**Taxes and Insurance:** Commencing upon Conversion, real estate taxes and insurance premiums must be escrowed with the loan servicer (the “Servicer”) on a monthly prorated basis at an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes, assessments, insurance premiums or other similar charges affecting the Property.

**Conversion to  
Permanent Phase  
Requirements:**

Conversion requirements include completion of construction and 90% physical occupancy of Project for three consecutive calendar months. CITI will review the Property’s net operating income to determine the maximum Permanent Phase Loan Amount based on the Debt Service Coverage and Loan-to-Value.

**OTHER**

**Appraisal, Environmental,  
Plan/Cost Reviews:**

Appraisal, and Plan/Cost Review reports will be commissioned and reviewed by CITI. CITI may rely upon environmental reports commissioned by Borrower if report is current (within 12 months) and CITI has been provided evidence of acceptable E&O insurance coverage carried by Borrower’s environmental consultant and a reliance letter in form acceptable to CITI. Appraisal, environmental condition and plan/cost reviews must be acceptable to CITI in all respects.

**Property Tax  
Abatements, Incentives:**

All documentation related to any tax abatement or tax incentives must be acceptable to CITI in all respects.

**Developer Fee:**

Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved by CITI in its sole discretion. Prior to closing, CITI will review the terms of the LIHTC equity limited partnership agreement and provide its consent of the LIHTC equity Developer Fee pay-in schedule.

**FEES & EXPENSES**

**Application Deposit:**

\$25,000, which amount shall be due and payable upon acceptance of a Loan Application. This fee is applicable toward third party reports, loan underwriting and processing (in the minimum amount of \$5,000), and CITI’s initial legal fees. Applicant is responsible for the payment of all reasonable costs incurred in connection with the underwriting, processing and/or closing of the Loan (including CITI legal fees).

**Origination Fee:**

A non-refundable Origination Fee equal to 1.00% of the Construction Phase Loan Amount and 1.00% of the Permanent Phase Loan Amount (the “Origination Fee”) shall be earned in full by CITI upon the closing of the Loan, and is due and payable at that time.

**CITI Legal Fees (est):**

Estimated fees of CITI’s counsel for the initial closing is \$45,000 and assumes no significant negotiation over CITI’s form documents. A portion of the Application Fee will be applied to initial CITI counsel fees. Applicant agrees to make a supplemental deposit to cover CITI’s counsel fees once the drafting of legal documentation commences, if requested.

**Course of Construction**

**Inspections (est):** TBD

**Construction Term**

**Extension Fee:** An extension fee equal to 0.25% of the Construction Phase Loan Amount is payable prior to the first extension and an extension fee equal to 0.50% of the Construction Phase Loan Amount is payable prior to the second extension.

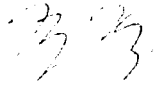
**Other Costs:** Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy, tax escrow fee and all other normal and customary Loan closing expenses.

This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the loan will be in separate documents and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Should you have any questions, please don't hesitate to call me at (561) 347-3254.

Sincerely,

Citibank, N.A.




Barry B. Krinsky

Vice President

Agreed to and accepted by:

Blue HC 54, LLC, a Florida limited liability company

By:   
Name: Shawn Wilson  
Title: Manager

The provision of information in this Term Sheet is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

This Term Sheet is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is impermissible to make such a statement, CITI hereby informs you that this Term Sheet should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Term Sheet does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI often acts as (i) a market maker; (ii) an issuer of financial instruments and other products; and (iii) trades as principal in many different financial instruments and other products, and can be expected to perform or seek to perform investment banking and other services for the issuer of such financial instruments or other products. The author of this Term Sheet may have discussed the information contained herein with others within or outside CITI and the author and/or such other Citi personnel may have already acted on the basis of this information (including by trading for CITI's proprietary accounts or communicating the information contained herein to other customers of CITI). CITI, CITI's personnel (including those with whom the author may have consulted in the preparation of this Term Sheet), and other customers of CITI may be long or short the financial instruments or other products referred to in this Term Sheet, may have acquired such positions at prices and market conditions that are no longer available, and may have interests different from or adverse to your interests.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, "Citibank") is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this term sheet (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.

**IRS Circular 230 Disclosure:** CITI and its employees are not in the business of providing, and do not provide, tax or legal advice to any taxpayer outside of CITI. Any statements in this term sheet regarding tax matters were not intended or written to be used, and cannot be used or relied upon, by any taxpayer for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.