

COPY #2

RFA

HIGHLAND TERRACE GROUP HOME

CENTRAL FLORIDA GROUP HOMES, L.L.C.

CENTRAL FLORIDA COMMUNITIES, INC.

Attachment

1

ATTACHMENT 1

DESCRIPTION OF HOUSEHOLD RESIDENTS:

Highland Terrace is a 6 bed (maximum capacity) all male group home (can be coed if needed) located in Titusville which is in Brevard County. The client ages in this group home falls between the range of 23 and 69 years of age (23, 31, 48, 54, 55 and 69). Three individuals are legally blind and one is deaf and blind. There are multiple diagnoses that the residents have that require the extensive and long-term services that are organization provides, some of the diagnoses are as follows: Profound, Severe and Moderate Intellectual Disabilities, Down Syndrome, Chronic Gastritis, hypertension, obesity, osteoarthritis, cerebral palsy, hydrocephalus, seizure disorder, Autism, Landau-Kleffner Syndrome and Hypercholesteremia. These residents have moderate to severe challenging behaviors. Out of the 6 individuals 5 have family/guardian involvement. The families/guardians live in close proximity to the group home, 2 live in the Titusville area and the other 3 are about 45 minutes away. There is one individual with no known family; additionally he came from one of the State institutions in Florida. Residents are unable to be cared for by a family member/guardian due to the level of care/supervision required on a daily basis. Three of the individuals in the Highland Terrace group home have resided there approximately 13-15 years respectively. Two individuals have been with Central Florida Group Homes for 7 years and the remaining individual 2 years. Twenty-Four hours a day supervision/care is required due to cognitive limitations as well as behavioral issues.

RESIDENT HOUSEHOLD CHARACTERISTICS, NEEDS AND PREFERENCES:

The group home is currently equipped with some handrails in the common area to assist the individuals that are blind and have difficulty ambulating. Additionally the house has 4 bedrooms, 2 and ½ baths, a garage and fenced backyard. The backyard is equipped with patio furniture/lounging chairs as being outdoors and relaxing is the main preference of activity the individuals enjoy there. Other preferences are taking walks in the neighborhood, going on nature drives, having dinner at the Senior Center and relaxing at the local parks. This group home is located in an area that is close to several churches, grocery stores (Publix, Winn Dixie, and Wal-Mart), Hospital, multiple medical specialty providers, Senior Center, and Downtown area where many community events are held.

Central Florida Group Homes is the primary service coordination provider for resident services and has more than 15 years experience in administering and providing supportive services including community-based services planning and coordination and/or other related supports to include nursing, transportation and behavioral services. This group home has continuously maintained a current, active license and is in good standing with the Florida Agency for Persons with Disabilities.

The proposed renovations will allow current residents to remain in their home (group home) and age in place. The proposed internal and external renovations/improvements will improve their level of independence and allow them to complete more daily living skills with minimal or no assistance from the staff. Additionally and most importantly, we expect to see improvements in health, safety, their overall quality of life and stability. It is preferred that residents live within their community, in their familiar surroundings, and close to family and friends.

ATTACHMENT 1

Improving the overall environment of the group home will address needs now and in the future, and ensure necessary services are in place when needed. Additionally the renovations will allow residents to live safely and comfortably for years to come. Good physical and mental health depends in part on having homes that are safe. Highland Terrace, as modified, will provide a living environment for all ages and abilities, and support a safer, more independent lifestyle. Assessing the environment and implementing the proposed group home renovations will promote positive outcomes.

Attachment

2

ATTACHMENT 2

To Whom It May Concern:

There is no IRS letter that specifically names Central Florida Communities, Inc. and Central Florida Group Homes, LLC as exempt, however the enclosed documents work together to prove the 501(c)(3) determination. Please note that the IRS letters dated July 14, 2010 and August 23, 1990 both state that The Guardian Foundation, Inc. is recognized as exempt under section 501(c)(3) of the Code and the subordinates whose names appear on the list submitted by Guardian are also recognized as exempt. Further, The Guardian Foundation letter dated March 30, 2005 to the IRS lists all subordinates including GF/Orlando, Inc. who is the sole member of Central Florida Group Homes, LLC.

The following supporting documentation is attached:

1. IRS Letter dated July 10, 2010 – This is an updated letter from the IRS confirming the 501(c)(3) status of The Guardian Foundation, Inc. and its subordinates.
2. IRS Letter dated 01/30/1990 - This is the original IRS letter granting 501(c)(3) status to The Guardian Foundation, Inc.
3. IRS Letter dated 08/23/1990 - This is the IRS letter recognizing the Guardian subordinates as exempt.
4. Guardian Foundation letter to the IRS dated 03/30/2005 - This is Guardian's response letter to the latest annual IRS request for an updated list of subordinates.
5. Articles of Organization of Central Florida Group Homes, LLC. - States that Central Florida Group Homes, LLC is a limited liability company whose sole member is GF/Orlando, Inc.
6. Current Consumer's Certificate of Exemption – Shows Central Florida Group Homes, LLC in the 501(c)(3) category.
7. Articles of Amendment to the Articles of Incorporation – GF/Orlando, Inc. – shows the name change of GF/Orlando, Inc. to Central Florida Communities, Inc.



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248445444
July 14, 2010 LTR 4167C E0
52-1623898 000000 00

00030539
BODC: TE

GUARDIAN FOUNDATION INC
15 PIEDMONT CTR NE STE 930
ATLANTA GA 30305-1547

003115

Employer Identification Number: 52-1623898
Group Exemption Number: 9193
Person to Contact: Ms. K. Griffith
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your July 02, 2010, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in August 1990, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106 and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

Internal Revenue Service

Department of the Treasury

Washington, DC 20224

▶ The Guardian Foundation, Inc.
c/o Eric I. Weisel
211 East First Street
Bloomsburg, PA 17815

Person to Contact: Robert Fontenrose
Telephone Number: (202) 566-3843

Refer Reply to: E:EO:R:2-4

Date: **JAN 30 1990**

Employer Identification Number: 52-1623898
Key District: Baltimore
Accounting Period Ending: June 30
Foundation Status Classification: 509(a)(2)
Advance Ruling Period Begins: March 6, 1989
Advance Ruling Period Ends: June 30, 1993
Form 990 Required: Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in the section(s) shown above.

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must submit to your Key District Director information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

The Guardian Foundation, Inc.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522.

Donors (including private foundations) may rely on the advance ruling that you are not a private foundation until 90 days after your advance ruling period ends. If you submit the required information within the 90 days, donors may continue to rely on the advance ruling until we make a final determination of your foundation status. However, if notice that you will no longer be treated as the type of organization shown above is published in the Internal Revenue Bulletin, donors may not rely on this advance ruling after the date of such publication. Also, donors (other than private foundations) may not rely on the classification shown above if they were in part responsible for, or were aware of, the act that resulted in your loss of that classification, or if they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification. Private foundations may rely on the classification as long as you were not directly or indirectly controlled by them or by disqualified persons with respect to them. However, private foundations may not rely on the classification shown above if they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification.

If your sources of support, or your purposes, character, or method of operation change, please let your key district know so that office can consider the effect of the change on your exempt status and foundation status. In the case of an amended document or bylaws, please send a copy of the amended document or bylaws to your key district. Also, you should inform your key District Director of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key District Director.

The Guardian Foundation, Inc.

If your organization conducts fund-raising events such as benefit dinners, auctions, membership drives, etc., where something of value is received in return for contributions, you can help your donors avoid difficulties with their income tax returns by assisting them in determining the proper tax treatment of their contributions. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that your donors can determine how much is deductible and how much is not. To assist you in this, the Service has issued Publication 1391, Deductibility of Payments Made to Organizations Conducting Fund-Raising Events. You may obtain copies of Publication 1391 from your key district office.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt from Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. If your gross receipts each year are not normally more than \$25,000, we ask that you establish that you are not required to file Form 990 by completing Part I of that Form for your first year. Thereafter, you will not be required to file a return until your gross receipts exceed the \$25,000 minimum. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. The maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, and supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is a failure to comply (up to a maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454, for additional information.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are

The Guardian Foundation, Inc.

not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

We are informing your key District Director of this ruling. Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions about this ruling, please contact the person whose name and telephone number are shown in the heading of this letter. For other matters, including questions concerning reporting requirements, please contact your key District Director.

Sincerely,

Jeanne S. Gessay

Jeanne S. Gessay
Chief, Exempt Organizations
Rulings Branch 2

Enclosure:
Form 872-C

**Internal Revenue Service
District Director**

81 HOPKINS PLAZA
BALTIMORE, MD 21201

Department of the Treasury

Rec'd 8/27/9

Date: **AUG 28 1990**

Employer Identification Number:
52-1628898
Contact Person:
G B WHELTLE
Contact Telephone Number:
(301) 962-4787

THE GUARDIAN FOUNDATION INC
211 EAST FIRST STREET
BLOOMSBURG, PA 17815

Addendum Applies:
NO

Dear Applicants:

We have considered your application for a group exemption letter recognizing your subordinates as exempt from Federal income tax under section 501(a) of the Internal Revenue Code as organizations of the type described in section 501(c)(08).

Our records show that you were recognized as exempt from Federal income tax under section 501(c)(08) of the Code. Your exemption letter remains in effect.

Based on the information supplied, we recognize your subordinates whose names appear on the list you submitted as exempt from Federal income tax under section 501(c)(08) of the Code.

Additionally, we have classified the organizations you operate, supervise, or control, and which are covered by your notification to us, as organizations that are not private foundations because they are organizations of the type described in section 509(a)(2) of the Code.

Donors may deduct contributions to your subordinates as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your subordinates or for their use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Your subordinates whose gross receipts each year are normally more than \$25,000 are each required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of their annual accounting period. If you prefer, you may file a group return for those subordinates that authorize you in writing to include them in that return. If you are required to file Form 990 for your own activities, you must file a separate return and may not be included on any group return that you file for your subordinates. The law imposes a penalty of \$10 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty imposed cannot exceed \$5,000 or 5 percent of gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so your subordinates should make sure their returns are complete before filing them. Please advise your subordinates that, if they receive a Form 990 package in the mail, they should file the return even if their gross

Letter 2419(DO/CO)

THE GUARDIAN FOUNDATION INC

receipts do not exceed the \$25,000 minimum. If not required to file, a subordinate should simply attach the label provided, check the box in the heading to indicate that its annual gross receipts are normally \$25,000 or less, and sign the return. This will allow us to update our records to show that the subordinate is not required to file and to delete that subordinate from the list of organizations that will receive Form 990 packages in future years.

Your subordinates are not required to file Federal income tax returns unless subject to the tax on unrelated business income under section 511 of the Code. Each organization subject to this tax must file Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your subordinates present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

As of January 1, 1984, each of your subordinates is liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more they pay to each of their employees during a calendar year. Your subordinates are not liable for the tax imposed under Federal Unemployment Tax Act (FUTA).

Each year, at least 90 days before the end of your annual accounting period, please send the items listed below to the Internal Revenue Service Center at the address shown below.

1. A statement describing any changes during the year in the purposes, character, or method of operation of your subordinates?
2. A list showing the names, mailing addresses (including Postal ZIP codes), actual addresses if different, and employer identification numbers of subordinates that since your previous reports:
 - a. Changed names or addresses?
 - b. Were deleted from your roster? or
 - c. Were added to your roster.
3. For subordinates to be added, attach:
 - a. A statement that the information on which your present group exemption letter is based applies to the new subordinates?
 - b. A statement that each has given you written authorization to add its name to the roster?
 - c. A list of those to which the Service previously issued exemption rulings or determination letters?
 - d. A statement that none of the subordinates is a private foundation as defined in section 509(a) of the Code if the group exemption letter covers organizations described in section 501(c)(3)?
 - e. The street address of each subordinate whose mailing address is a P. O. Box? and
 - f. The information required by Revenue Procedure 75-50, 1975-2 C.B. 587, for each subordinate that is a school claiming exemption under section 501(c)(3). Also include any other information necessary to establish that the school is complying with the requirements of Revenue Ruling 71-447, 1971-2 C.B. 230.

THE GUARDIAN FOUNDATION INC

This is the same information required by Schedule A, Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code.

4. If applicable, a statement that your group exemption roster did not change since your previous report.

The service center that processes your returns will send you a Group Exemption Number. Your subordinates are required to include this number on each Form 990, Return of Organization Exempt From Income Tax, and Form 990-T, Exempt Organization Business Income Tax Return that they file. Please advise your subordinates of this requirement and provide them with the Group Exemption Number.

If the heading of this letter indicates that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



District Director

Enclosure(s):
Addendum

 **The GUARDIAN foundation, Inc.**
A non-profit community of caring since 1989

March 30, 2005

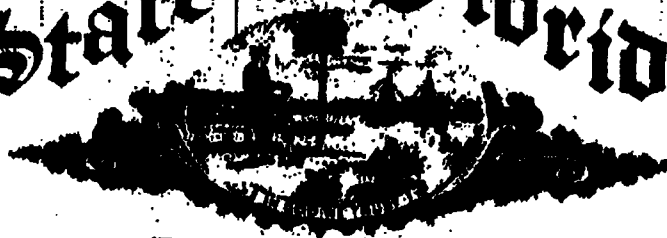
Internal Revenue Service Center
Ogden, Utah 84201
Attn: Entity Control Unit

Re: The Guardian Foundation, Inc.	(EIN 52-1623898)
GF/Pennsylvania Properties, Inc.	(EIN 52-1733500)
GF/Ohio Properties, Inc.	(EIN 52-1733498)
GF/Amelia Island Properties, Inc.	(EIN 58-1970292)
GF/Massachusetts, Inc.	(EIN 04-3183673)
GF/Somerset Care, Inc.	(EIN 58-2087733)
GF/Revere, Inc.	(EIN 04-3240874)
GF/Greene Care, Inc.	(EIN 23-2775455)
GF/Atlanta, Inc.	(EIN 58-2143503)
GF/Longwood Care, Inc.	(EIN 23-2786326)
GF/Venango Care, Inc.	(EIN 23-2814867)
GF/Pilgrim, Inc.	(EIN 04-3337979)
GF/Kentucky, Inc.	(EIN 58-2361338)
GF/Health Systems, Inc.	(EIN 58-2427289)
GF/Maine, Inc.	(EIN 58-2525691)
GF/Orlando, Inc.	(EIN: 58-2550001)
GF/Florida Corrections, Inc.	(EIN: 58-2550002)
GF/Arlington, Inc.	(EIN: 58-2550003)
GF/Corning, Inc.	(EIN: 27-0035416)
GF/Legacy Anderson, Inc.	(EIN: 01-0715038)
GF/Legacy Dallas, Inc.	(EIN: 02-0619633)
Springside of Pittsfield, Inc.	(EIN: 65-1210969)
Quaboag On The Common, Inc.	(EIN: 65-1210963)
Guardian Hospice of MA	(EIN 65-1210959)
Group Exemption Number 9193	(EIN: 91-1842720)

Gentlemen:

The Guardian Foundation, Inc. ("Guardian") received a group exemption under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") on August 23, 1990. The current annual accounting period of Guardian and all twenty of its above-listed subordinate entities (collectively, the "Group") ends on June 30, 2004. Set forth below is the following information pertaining to the Group, as required to be filed at least 90 days prior to that date pursuant to Revenue Procedure 80-27:

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Organization of CENTRAL FLORIDA GROUP HOMES, L.L.C., a limited liability company organized under the laws of the state of Florida, filed on November 7, 2000, as shown by the records of this office.

The document number of this limited liability company is L00000014104.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Sixteenth day of November, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

**ARTICLES OF ORGANIZATION
OF
CENTRAL FLORIDA GROUP HOMES, L.L.C.**

ARTICLE I

The name of the limited liability company is Central Florida Group Homes,
L.L.C.

ARTICLE II

The mailing address and the street address of the principal office of the limited liability company is 3575 Piedmont Road, N. E. Fifteen Piedmont Center, Suite 930, Atlanta, GA 30305.

ARTICLE III

The period of duration of the limited liability company is perpetual.

ARTICLE IV

The name and Florida street address of the initial registered agent are:

Frank E. Maloney, Jr., Esq.
Attorney-At-Law
445 East MacClenny Avenue
MacClenny, Florida 32063

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.


Registered Agent's Signature

ARTICLE V

The member shall not have the right to admit additional members to the limited liability company.

ARTICLE VI

The management of the limited liability company shall be reserved to its member. The sole member of the limited liability company shall be GF/Orlando, Inc., a Florida non-profit corporation, whose address is as follows:

GF/Orlando, Inc.
3575 Piedmont Road, N. E.
Fifteen Piedmont Center, Suite 930
Atlanta, GA 30305

IN WITNESS WHEREOF, GF/Orlando, Inc., the sole member of the limited liability company, hereby executes these Articles of Organization of Central Florida Group Homes, L.L.C., this the 2nd day of November, 2000.



Gregory K. Grove, President



Consumer's Certificate of Exemption

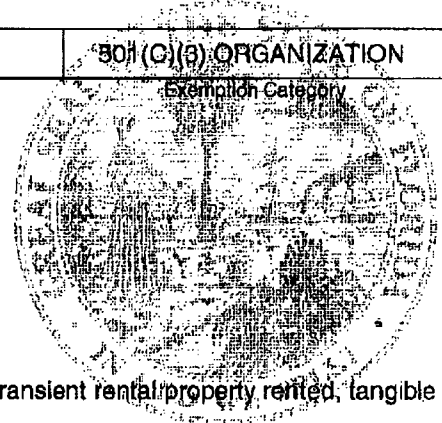
Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/05
12/17/10

85-8012528016C-8	01/31/2011	01/31/2016	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CENTRAL FLORIDA GROUP HOMES LLC
1890 STATE ROAD 436 STE 300
WINTER PARK FL 32792-2285



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.

**ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF
GF/ORLANDO, INC.**

Pursuant to the provisions of Florida Statutes Sections 617.1001, 617.1002 and 617.1006, the undersigned corporation (the "Corporation") adopts the following Articles of Amendment:

FIRST: The name of the Corporation is

GF/ORLANDO, INC.

SECOND: The Corporation's Articles of Incorporation are hereby amended to change the name of the Corporation from GF/Orlando, Inc. to

CENTRAL FLORIDA COMMUNITIES, INC.

THIRD: These Articles of Amendment were adopted by the Corporation's board of directors on June 22, 2006. There are no members entitled to vote on these Articles of Amendment.

FOURTH: These Articles of Amendment shall be effective immediately upon their acceptance by the Division of Corporations.

DATED this 22nd day of June, 2006

GF/ORLANDO, INC.

By: 
Gregory K. Grove
President

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
06 JUN 27 PM 5:43

Attachment

3

ATTACHMENT 3

**ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF
GF/ORLANDO, INC.**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
06 JUN 27 PM 2:15

Pursuant to the provisions of Florida Statutes Sections 617.1001, 617.1002 and 617.1006, the undersigned corporation (the "Corporation") adopts the following Articles Amendment:

FIRST: The name of the Corporation is

GF/ORLANDO, INC.

SECOND: The Corporation's Articles of Incorporation are hereby amended to change the name of the Corporation from GF/Orlando, Inc. to

CENTRAL FLORIDA COMMUNITIES, INC.

THIRD: These Articles of Amendment were adopted by the Corporation's board of directors on June 22, 2006. There are no members entitled to vote on these Articles of Amendment.

FOURTH: These Articles of Amendment shall be effective immediately upon their acceptance by the Division of Corporations.

DATED this 22nd day of June, 2006

GF/ORLANDO, INC.

By: _____


Gregory K. Grove
President

ARTICLES OF INCORPORATION
OF
GF/ORLANDO, INC.

FILED
00 MAY 24 AM 9: 08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ONE

Name

The name of the corporation shall be:

GF/ORLANDO, INC.

TWO

Principal Office

The principal place of business and mailing address of this corporation shall

be:

GF/Orlando, Inc.
3575 Piedmont Road, N.E.
Fifteen Piedmont Center, Suite 930
Atlanta, GA 30305

THREE

Nonprofit Corporation and

Charitable Purposes

The corporation shall be a nonprofit corporation under the provisions of the Florida Not-for-Profit Corporation Act, Fla. Stat. Ann. 617.01011 et. seq. (1999) (the "Act"). It shall be organized, and at all times thereafter operated, exclusively for public charitable uses and purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, to establish, acquire, own, maintain, and operate nursing homes, hospitals, and related health care facilities, including retirement housing for elderly persons, and facilities for the housing and care of developmentally disabled persons. In furtherance of such purposes, the corporation shall have full power and authority:

(a) To establish, acquire, own, maintain, operate, and manage nursing homes, hospitals, and related health care facilities, including without limitation retirement housing for elderly persons and facilities for the housing and care of developmentally disabled persons;

(b) To construct, operate, maintain, improve, buy, own, sell, convey, assign, mortgage, or lease any real property and any personal property necessary or incident to the acquisition, ownership, maintenance, and operation of nursing homes, hospitals, and related health care facilities, including without limitation retirement housing for elderly persons and facilities for the housing and care of developmentally disabled persons;

(c) To provide nursing and hospital care and other health care services and facilities, including without limitation retirement housing for elderly persons and facilities for the housing and care of developmentally disabled persons;

(d) To accept and receive gifts, grants, contributions, and bequests of real and personal property for the use and benefit of such nursing homes, hospitals, and related health care facilities, including without limitation retirement housing for elderly persons and facilities for the housing and care of developmentally disabled persons;

(e) To hold, invest, reinvest, and expend such funds and properties so received for such purposes;

(f) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; and

(g) To perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable, or conducive, directly or indirectly, to carry out any of the purposes of the corporation, as set forth in the articles of incorporation and these bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Act (within and subject to the limitations of section 501(c)(3) of the Internal Revenue Code).

The corporation shall serve only such purposes and functions and shall engage only in such activities as are consonant with the purposes set forth in this Article Three and as

are exclusively charitable and are entitled to charitable status under section 501(c)(3) of the Internal Revenue Code.

FOUR

Publicly Supported Tax-Exempt Nonprofit Corporation

The corporation shall be neither organized nor operated for pecuniary gain or profit.

(a) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, any member, director, officer, or trustee of the corporation, or any other private person; but the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth in Article Three hereof.

(b) No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

(c) Notwithstanding any other provisions of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on:

(i) By a corporation exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code and which is other than a private foundation within the meaning of section 509(a) of the Internal Revenue Code; or

(ii) By a corporation, contributions to which are deductible for federal income tax purposes under section 170(c)(2) of the Internal Revenue Code.

It is intended that the corporation shall have, and continue to have, the status of an organization which is exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code and which is other than a private foundation within the meaning of section 509(a) of the Internal Revenue Code. All terms and provisions of these Articles of Incorporation and the Bylaws of the corporation, and all authority and

operations of the corporation, shall be construed, applied and carried out in accordance with such intent.

FIVE

Board of Directors

The Board of Directors shall have general charge of the affairs and any property and assets of the corporation. It shall be the duty of the directors to carry out the purposes and functions of the corporation. The directors shall be elected in accordance with the Bylaws of the corporation and shall have the powers and duties set forth in these Articles of Incorporation and in the Bylaws, to the extent that such powers and duties are not inconsistent with the status of the corporation as a nonprofit corporation which is exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code and which is other than a private foundation within the meaning of section 509(a) of the Internal Revenue Code.

SIX

Members

The sole member of the Corporation shall be The Guardian Foundation, Inc., a Pennsylvania corporation, who in accordance with the Corporation's Bylaws, shall elect the Corporation's Board of Directors.

SEVEN

Initial Board of Directors

The Initial Board of Directors of the corporation, which shall serve until a successor Board of Directors has been elected by The Guardian Foundation, Inc., shall consist of three (3) members, whose names and addresses are set forth below. Each member of such Board of Directors shall serve as a director until his successor has been elected and has qualified.

<u>Name</u>	<u>Address</u>
Gregory K. Grove	1075 West Conway Drive, NW Atlanta, GA 30327
Eric I. Weisel	2312 Beach Haven Drive, #304 Virginia Beach, VA 23451
C. Willis Bass	76 Laurel Forest Circle Atlanta, GA 30342

EIGHT

Dissolution of Corporation

Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation by distributing those assets to The Guardian Foundation, Inc., provided that that corporation is at the time an organization described in Section 501(c)(3) of the Code. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction for the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

NINE

Registered Office and Registered Agent

The registered agent of the corporation, and the registered office of the corporation shall be Frank E. Maloney, Jr., Esq., 445 East MacClenny Avenue, MacClenny, Florida 32063.

TEN

Definitions

For purposes of these Articles of Incorporation, "charitable purposes" include charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, contributions for which are deductible under section 170(c)(2) of the Internal Revenue Code. All references in these Articles of Incorporation to sections of the Internal Revenue Code shall be considered references to the Internal Revenue Code of 1986, as from time to time amended, and to the corresponding provisions of any applicable future United States Internal Revenue Law, and to all regulations issued under such sections and provisions.

ELEVEN

Incorporator

The name and address of the Incorporator is as follows:

Peter M. Wright, Esq.
Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

TWELVE

Amendments

These Articles of Incorporation may be amended at any time and from time to time by the affirmative vote of a majority of all of the directors then in office.


THIRTEEN

Indemnification

A director of the corporation is not liable for any action taken as a director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with the standard of care set forth in Fla. Stat. @ 617.0830 (1999). If the Act hereafter is amended to authorize the further elimination or limitation of the liability

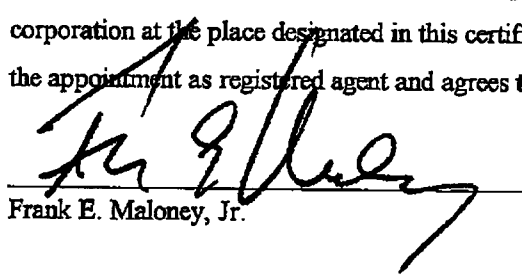
of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Act. Any repeal or modification of this paragraph by the members of the corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation, this 18th day of May, 2000.



Peter M. Wright, Esq., Incorporator

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, the undersigned is familiar with and accept the appointment as registered agent and agrees to act in this capacity.



Frank E. Maloney, Jr.

May 22, 2000

Date

FILED
00 MAY 24 AM 9:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ATTACHMENT 3

ARTICLES OF ORGANIZATION
OF
CENTRAL FLORIDA GROUP HOMES, L.L.C.

ARTICLE I

The name of the limited liability company is Central Florida Group Homes, L.L.C.

ARTICLE II

The mailing address and the street address of the principal office of the limited liability company is 3575 Piedmont Road, N. E., Fifteen Piedmont Center, Suite 930, Atlanta, GA 30305.

ARTICLE III

The period of duration of the limited liability company is perpetual.

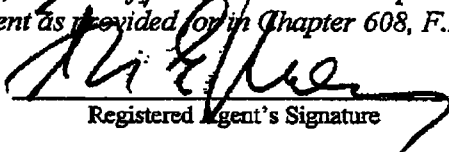
ARTICLE IV

The name and Florida street address of the initial registered agent are:

Frank E. Maloney, Jr., Esq.
Attorney-At-Law
445 East MacClenny Avenue
MacClenny, Florida 32063

FILED
NOV -7 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.



Registered Agent's Signature

ARTICLE V

The member shall not have the right to admit additional members to the limited liability company.

ARTICLE VI

The management of the limited liability company shall be reserved to its member. The sole member of the limited liability company shall be GF/Orlando, Inc., a Florida non-profit corporation, whose address is as follows:

GF/Orlando, Inc.
3575 Piedmont Road, N. E.
Fifteen Piedmont Center, Suite 930
Atlanta, GA 30305

IN WITNESS WHEREOF, GF/Orlando, Inc., the sole member of the limited liability company, hereby executes these Articles of Organization of Central Florida Group Homes, L.L.C., this the 2nd day of November, 2009.



Gregory K. Grove, President

FILED
09 NOV - 7 PM 5: 00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



Consumer's Certificate of Exemption

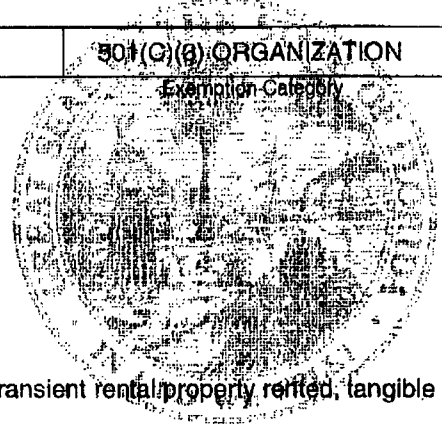
Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/05
12/17/10

85-8012528016C-8	01/31/2011	01/31/2016	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CENTRAL FLORIDA GROUP HOMES LLC
1890 STATE ROAD 436 STE 300
WINTER PARK FL 32792-2285



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.

Attachment

4

State of Florida

Department of State

I certify from the records of this office that CENTRAL FLORIDA GROUP HOMES, L.L.C., is a limited liability company organized under the laws of the State of Florida, filed on November 7, 2000.

The document number of this company is L00000014104.

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 January 25, 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 Thirtieth day of October, 2013*



Ken Detjmer
Secretary of State

Authentication ID: CU5999683568

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

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

State of Florida

Department of State

I certify from the records of this office that CENTRAL FLORIDA COMMUNITIES, INC. is a corporation organized under the laws of the State of Florida, filed on May 24, 2000.

The document number of this corporation is N00000003564.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 25, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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



Ken Detjmer
Secretary of State

Authentication ID: CU3010964356

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

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

Attachment

5

ATTACHMENT 5

OPERATING/MANAGING PERMANENT SUPPORTIVE HOUSING EXPERIENCE

20 POINTS

Central Florida Group Homes (CFGH) is a Florida non-profit Medicaid provider serving individuals with developmental disabilities. CFGH operates seventeen group homes in Orange, Seminole, Brevard and Lake Counties (2 districts). All of our group homes are six beds with the exception of one that has been approved for eight beds. We have fifteen behavior focus group homes and two Intensive Behavior homes. All 17 group homes are in APD Central Region, former Districts 7 and District 13.

For the last 15 years, Central Florida Group Homes has worked very closely with Agency for Persons with Disabilities to serve individuals with developmental disabilities with very challenging behaviors and various medical concerns. Central Florida Group Homes not only provides the highest quality Residential Habilitation Services (a paid Medicaid Waiver service), but also renders state of the art Behavior Analysis services. The services we provide are necessary and are determined by specific recipient behavioral characteristics that impact the individuals' immediate safety, health, progress and quality of life. Less intensive services have not been sufficient to alter these behaviors. Additionally Central Florida Group Homes provides transportation services to get individuals to and from their adult day training programs/work sites. Skilled nursing services are provided to those who require that specific service.

The goal of Central Florida Group Homes is to promote the highest quality of life for each individual by providing a stimulating, attractive, and warm home environment in addition to enabling each resident to live as full members of their communities. Personal choices that influence one's life are encouraged daily, as well as advocacy and social supports through families and friends in the community. Individualized community involvement and structured activities that encourage independence are offered as well as an emphasis on optimum health. The mission of Central Florida Group Homes is to provide an environment where individuals are able to live with dignity, contentment and joy. Central Florida Group Homes strives to provide the opportunity for residents to take responsibility for their own lives. Management recognizes the importance of and staff are trained in a person-directed approach to care.

Central Florida Group Homes meets all of the requirements for proposing Retrofitting to our Highland Terrace Group Home which has a current, active license in good standing with the Agency for Persons with Disabilities. We are not partnering with a for profit developer. Central Florida Group Homes has over 15 years of experience successfully operating and managing permanent supportive housing for the developmentally disabled. In addition to the annual licensing of the Sterling Oaks Group Homes by Agency for Persons with Disabilities, the group home also receives annual quality assurance monitoring by a state contracted agency, Delmarva. Central Florida Group Homes as well as the Sterling Oaks Group Home have consistently maintained good standing with both agencies.

Attachment

6

ATTACHMENT 6

OPTIONAL ACCESSIBILITY, ADAPTABILITY, UNIVERSAL DESIGN & VISITABILITY FEATURES & AMENITIES 10 PTS

We are proposing renovation of an existing community residential home (Highland Terrace group home) which serves a maximum of 6 individuals with Developmental Disabilities. The renovation includes life safety/security features, energy Retrofit features and upgrades to allow residents to age in place, such as accessibility, adaptability, universal design and visitability features. The following is what is being proposed for this group home:

LIFE SAFETY FEATURES PROPOSED:

- Upgrade the fire alarm system
- Whole house emergency generator
- Window hurricane shutters

SECURITY FEATURES PROPOSED:

- N/A

ENERGY RETROFIT FEATURES PROPOSED:

- HVAC inspection by licensed HVAC contractor
- Replacement of the air conditioner with a minimum of 14 SEER unit
- Replacement of the air conditioning duct work
- Installation of additional attic insulation
- Replace all bathroom exhaust fans with Energy Star qualified fans (3 each)
- Replacement of an existing refrigerator with an Energy Star qualified refrigerator
- Replacement of an existing dishwasher with an Energy Star qualified dishwasher
- Replacement of an existing Stove/Oven (full size oven)
- Replacement of an existing washing machine with an Energy star qualified washing machine
- Replacement of the dryer
- Replacement of the water heater
- General sealing of the interior and exterior (penetration, windows, weather seals, soffits, etc.

ACCESSIBILITY (UPGRADES TO ALLOW RESIDENTS TO AGE IN PLACE):

- Replacement of all bathroom and kitchen faucets with lever handles (1 Kitchen and 3 bathrooms)
- Install aerators on all faucets (included in new faucets)
- Installation of low-flow shower heads (2.2 gallons per minute or less) (2 shower heads)
- Replacement of toilets with a gallons per flush higher than 1.6 gpf with Water Sense qualified toilets. Toilets will be 17 inches to 19 inches in height (3 toilets)
- Replacement of all door handles on primary entrance door and interior doors with lever type handles (10 door handles)
- Primary entrance door shall have a threshold with no more than a ½ inch rise
This would provide greater accessibility with a new concrete entrance (ramps, steps. & handrail)

REHABILITATION:

- House built in 1990. 4 bedrooms 3 ½ baths
- Installation of a new roof on the home
- Installation of a new patio roof
- Installation of a new electrical panel

***OTHER:**

- Required Testing
- Blower test by certified Home Energy Rater

Attachment

7

ATTACHMENT 7

ACCESS TO COMMUNITY-BASED SERVICES AND AMENITIES:

GROCERIES, SCHOOLS, HOUSEHOLD SHOPPING, EMPLOYMENT

12 POINTS

Central Florida Group Homes (Highland Terrace group home) provides transportation as one of the services afforded to our individuals. Also, Space Coast Area Transit public transportation is available. Transportation is available which permits residents to access area services and amenities described above.

The Highland Terrace group home is located in Brevard County in Titusville in a residential area away from the main traffic. The group home is in close proximity to several grocery stores including Wal-Mart (6 miles), Publix (1 mile), Winn Dixie (3 miles), and Aldi's (5.5 miles). Individuals assist in the planning of their menu as well as in shopping for groceries on a weekly basis.

Medications prescribed by their physicians are delivered to the group home by Hometown Old Country Pharmacy, over the counter medications prescribed by the physicians are readily available in the pharmacy at Publix (1 mile), Winn Dixie (3 miles), Walgreens (1 mile) and CVS (5 miles).

Clothing, household and personal items can be purchased in multiple shopping centers in Titusville that are in close proximity to the home. Wal-Mart as indicated above is located within 6 miles. Other clothing, personal affects and household stores such as Ross, Marshalls, Target, Beall's Outlet, Sears and other privately owned businesses are located within 1-7 miles of the group home.

Public schools and higher education organizations such as Eastern State College (Formerly Brevard Community College) are located within 3-10 miles of the group home. Training and employment opportunities are offered through East Coast Contract Industries Adult Day Training Program located in Titusville which is within 5 miles of the group home. Residents residing at the Highland Terrace group home attend East Coast Contract Industries and one individual up until a year ago attended High School. Companion Services is another option available for daytime services. Transportation for all of the services noted above is provided in house by Central Florida Group Homes and through Space Coast Area Transit.

Attachment

8

ATTACHMENT 8

SPECIFIC HEALTHCARE/SUPPORTIVE SERVICES NEEDS OF INTENDED RESIDENTS

12 POINTS

Residents have access to Parrish Medical Center (the hospital located in Titusville), Royal Oaks Medical Center, Urgent Med, and specialty care practices. There are numerous primary care physicians within 2 – 10 miles of the group home. Central Florida Group Homes (Highland Terrace group home) provides transportation, as needed, to receive medical care. Residents are educated and supported to take responsibility for their own healthcare including medication self administration. Residents may choose their own healthcare provider and make their own appointments. Individuals who need support in healthcare decision making are supported by individuals they or their family/guardian have identified. Central Florida Group Homes also provides skilled nursing as needed. Additionally, a Licensed Practical Nurse and/or Registered Nurse are assigned to oversee the medical care and concerns of the group home. Should an individual choose to utilize public transportation this option is available to them and is provided by Space Coast Area Transit. Our organization as well as the SCAT public transportation system can ensure access to the services and amenities described above.

Attachment

9

ATTACHMENT 9

OTHER BEST PRACTICES THAT WILL BE IMPLEMENTED

6 POINTS

There are several best practice items that Central Florida Group Homes offers. Community inclusion/integration opportunities are offered and encouraged. Recreational, educational, and cultural outings are offered in addition to various social activities and employment opportunities. Some of the common community experiences include: restaurants, shopping (Malls, Wal-mart, Target, Dollar Stores, Specialty stores), movies, parks, museums, theme parks, science centers, libraries, Special Olympics, Church, Volunteer jobs, gyms/exercise, beach, swimming, clubs/senior centers, bowling, book stores, sporting events and vacations.

Staff is trained to recognize and understand the value of social roles as well as community integration and the difference between becoming a part of the community versus just going out into the community. Each month a schedule of community outings is developed with input from the individuals and knowledge of their preferences and interests. Local newspapers, knowledge of individual preferences and local entertainment magazines are utilized to review and present new ideas for upcoming community trips.

We promote and encourage person centered choices, community inclusion, self-reliance and socialization in an integrated community setting. Residents will always have ongoing exposure to fun, cultural, educational, and training experiences in the local community.

Attachment

10

Attachment 10

Attached are the following documents:

1. Warranty Deed for 600 Highland Terrace, Titusville, FL 32707 concerning the Highland Terrace Group Home Renovation.
2. Lease agreement between Central Florida Communities, Inc. f/ka GF/Orlando, Inc. and Central Florida Group Homes, L.L.C.

Central Florida Communities, Inc. owns the property at 600 Highland Terrace, Titusville, FL 32707. Central Florida Group Homes, L.L.C. is a limited liability company whose sole member is Central Florida Communities, Inc.

Central Florida Communities, Inc. leases 17 (seventeen) group homes for the developmentally disabled to Central Florida Group Homes, L.L.C.

This instrument prepared by and return to:
Paul S. Quinn, Jr., Esq.
Gray, Harris & Robinson, P.A.
310 East Pine Street, Suite 1400
Orlando, Florida 32801
(407) 843-88880

Property Appraiser's Parcel ID Number:
22 350575 1 1



CFN:2001035888 02-28-2001 11:52 am

OR Book/Page: 4294 / 2911

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 4	#Names: 5	
Trust: 2.50	Rec: 18.00	Serv: 0.00
Deed: 0.70		Exclse: 0.00
Mtg: 0.00		Int Tax: 0.00

NOTE: THIS DEED IS PART OF A MULTI-SITE TRANSACTION CONSISTING OF PROPERTIES LOCATED IN ORANGE, SEMINOLE AND BREVARD COUNTIES, FLORIDA. DOCUMENTARY STAMP TAXES HAVE BEEN PAID IN THE AMOUNT OF \$72,403.10 WITH THAT CERTAIN DEED RECORDED ON FEBRUARY 28, 2001, IN OFFICIAL RECORDS BOOK ~~6263~~, PAGE ~~356~~, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

WARRANTY DEED

THIS WARRANTY DEED made the 27th day of February, 2001, by TERRY BANGS, a/k/a TERRY W. BANGS, a married person ("Bangs"), KENNETH SCHULTZ, a married person ("Schultz"), and LISEBY ASSOCIATES, LTD., a Florida limited partnership ("Lisenby"), hereinafter Bangs, Schultz and Lisenby shall collectively be called the Grantor, whose collective address is 1095 West Morse Blvd., Winter Park, Florida 32789, to GF/ORLANDO, INC., a Florida non profit corporation, whose address is 3575 Piedmond Road, N.E., 15 Piedmont Center, Suite 930, Atlanta, Georgia 30305, hereinafter called the Grantee:

[Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.]

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Brevard County, Florida:

Lot 1, Block 1, together with part of the South 1/2 of vacated road right-of-way lying North of and adjacent to Lot 1, Block 1, FOREST HILLS ESTATES, according to the Plat thereof as recorded in Plat Book 12, Page 81, Public Records of Brevard County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

Bangs and Schultz hereby warrant that the property herein conveyed does not now, nor has it ever constituted the homestead of Bangs or Schultz or any of their relations.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances whatsoever, save and except only for the following, to wit:

1. Ad valorem real property taxes for the year 2001 (which became a lien on said lands as of January 1, 2001) and any taxes or assessments levied or assessed against said lands to the date hereof.

2. Conditions, restrictions, easements, limitations and zoning ordinances of record; however, nothing herein contained shall be deemed to reimpose the same.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

M. Tamayo
(Signature)

M. Tamayo
(Print name)

Paul S. Quinn, Jr.
(Signature)

Paul S. Quinn, Jr.
(Print name)

Terry Bangs
TERRY BANGS, a/k/a TERRY W. BANGS



CFN:2001035888

OR Book/Page: 4294 / 2912

M. Tamayo
(Signature)

M. Tamayo
(Print name)

Paul S. Q. Jr.
(Signature)

Paul S. Quinn, Jr.
(Print name)

Kenneth Schultz
KENNETH SCHULTZ



CFN:2001035888
OR Book/Page: 4294 / 2913

M. Tamayo
(Signature)

M. Tamayo
(Print name)

Paul S. Q. Jr.
(Signature)

Paul S. Quinn, Jr.
(Print name)

LISENBY ASSOCIATES, LTD., a Florida limited partnership

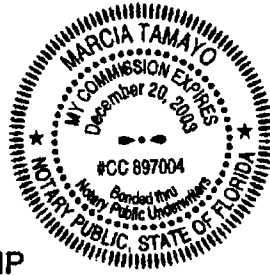
By: THE LISENBY CORPORATION, a Florida corporation, as general partner

By: Terry W. Bangs

Print Name: Terry W. Bangs
Title: President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 27th day of February, 2001, by TERRY BANGS, a/k/a TERRY W. BANGS.



AFFIX NOTARY STAMP

M. Tamayo
Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

Personally known, or

Produced Identification

Type of Identification Produced DL



CFN:2001035888
OR Book/Page: 4294 / 2914

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 27th day of February, 2001, by KENNETH SCHULTZ.



Paul S. Quinn, Jr.
MY COMMISSION # CC836392 EXPIRES
July 22, 2003
BONDED THRU TROY FAIN INSURANCE, INC

Paul S. Quinn, Jr.
Signature of Notary Public

Paul S. Quinn, Jr.
(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

- Personally known, or
 - Produced Identification
- Type of Identification Produced

AFFIX NOTARY STAMP

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 27th day of February, 2001, by Terry W. Bangs as President of THE LISEBY CORPORATION, a Florida corporation, as the general partner of LISEBY ASSOCIATES, LTD., a Florida limited partnership.

M. Tamayo
Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

- Personally known, or
 - Produced Identification
- Type of Identification Produced

DL

AFFIX NOTARY STAMP



ATTACHMENT 10

LEASE

THIS LEASE (the "Lease") made this 28 day of February, 2001, between GF/ORLANDO, INC., a Florida not-for-profit corporation, whose address is 1091 W. Morse Boulevard, Winter Park, Florida 32789, hereinafter referred to as the "Landlord", which term shall mean and include its successors and assigns, wherever the context hereinafter so requires or admits; and CENTRAL FLORIDA GROUP HOMES, L.L.C., a Florida limited liability company, whose address is also 1091 W. Morse Boulevard, Winter Park, Florida 32789, hereinafter sometimes referred to as "Tenant", which term shall mean and include the said Tenant and its successors and assigns wherever the context hereinafter so requires or admits.

WITNESSETH:

That in consideration of the covenants and conditions herein contained and in consideration of the rents herein reserved to be paid by the Tenant, the said Landlord does hereby covenant, stipulate and agree to and with the Tenant as follows:

1. Description of Premises. Landlord leases to Tenant the eleven group homes for the developmentally disabled ("Group Homes") which are located at the addresses set forth on Exhibit A, and which are more particularly described by on Exhibit B, together with all furniture, fixtures and equipment located therein (such Group Homes and associated furniture, fixtures and equipment, less any Group Homes and associated furniture, fixture and equipment which are from time to time withdrawn from this lease pursuant to paragraph 3 or by mutual agreement of the parties, are hereinafter referred to as the "Premises", "Demised Premises" or "Property").
2. Term. The term of this Lease is for the period beginning on the date hereof, and terminating on July 1, 2032, at 11:59 p.m.
3. Termination As to Particular Group Homes of Homes Upon Sale Thereof. Notwithstanding any other provision of this Lease, Landlord at Landlord's option, may terminate this Lease as to any one or more Group Homes and the associated furniture, fixtures and equipment upon 60 days' written notice to Tenant that such Group Home has or Group Homes have been sold or will be sold pursuant to a bona fide contract for sale and purchase.
4. Rent. The monthly rent for each Group Home for each month during the term of this agreement shall be the amount set forth in Exhibit A opposite the address of such Group Home. Tenant shall pay the rent in advance on the first day of each month. Any partial month's rent shall be prorated on a daily basis. The Tenant shall pay the first month's prorated rent upon execution of the Lease. All rental payments shall be made to Landlord at the address specified above and shall be made without any offset or deduction. In addition, Tenant shall pay any sales or use taxes to the State of Florida that arise in connection with the rental of the Property.

5. Additional Rent. All taxes, charges, costs and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of Tenant to pay those items, and all other damages, costs, expenses, and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, shall be deemed to be additional rent, and, in the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay rent.

6. Use. The Tenant may use the Premises for provision of housing of and care to developmentally disabled persons only. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld.

7. No Security Deposit. Tenant shall not be required to pay to the Landlord any security deposit.

8. Restrictions on Use. Tenant shall not use the Premises in any manner that will result in a cancellation of any insurance policy, even if such use may be in furtherance of Tenant's business purposes. Tenant shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurers applicable to the Premises necessary to keep in force the fire and liability insurance.

9. Waste, Nuisance, or Unlawful Activity. Tenant shall not allow any waste or nuisance on the Premises. Tenant shall neither use nor occupy the Demised Premises or any part thereof for any unlawful, disreputable, or ultrahazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Tenant shall immediately, on discovery of any unlawful, disreputable, or ultrahazardous use, take action to halt such activity.

10. Compliance With Laws. The Tenant shall promptly and fully comply with all laws, rules, ordinances and regulations of any and all duly constituted authorities having jurisdiction, concerning or affecting the Demised Premises and the operations of the Tenant's business thereon.

11. Easements, Agreements, or Encumbrances. The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the Demised Premises, and Landlord shall not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

12. Utilities. All applications and connections for necessary utility services on the Demised Premises shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

13. Taxes. Landlord shall pay all real estate taxes, assessments, or other governmental charges that shall or may during the lease term be imposed on, or arise in connection with the use of, the Demised Premises or any part thereof. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

14. Fire Insurance. The Tenant shall, at its own cost and expense, procure, and at all times during the term of this Lease and any renewal or extension thereof, pay for and maintain fire and extended coverage insurance on the buildings and improvements located upon the Demised Premises in an amount not less than one hundred percent (100%) of the full insurable value thereof, in a company or companies acceptable to Landlord licensed and authorized to do insurance business in the State of Florida. Both Landlord and Tenant shall be named as insured parties. The Tenant shall furnish Landlord with a certificate of such insurance, which certificate shall provide that such insurance shall not be cancelable without thirty (30) days prior written notice to Landlord and Landlord's mortgagee, if any, as additional insured.

15. Property Damage. Tenant shall pay for any and all damage to the Demised Premises and damage to or loss of any of the property or equipment of the Landlord and/or any other property of Landlord or of any person resulting from the activities or use of the Demised Premises by the Tenant or Tenant's employees, agents, contractors, members, licensees, or invitees.

16. Furnishings. Tenant shall return all furniture, fixtures and equipment located in the Demised Premises at the end of the lease term in the same condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings. All replacement furniture, fixtures and equipment purchased by Tenant and installed in or on the Demised Premises shall be deemed to be the property of Landlord and part of the Demised Premises.

17. Tenant's Property. Any other property brought onto the Demised Premises by the Tenant shall be at the sole risk of the Tenant. By signing this Lease the Tenant agrees that upon surrender or abandonment of the Demised Premises, as defined by the Florida Statutes, the Landlord shall not be liable or responsible for the storage or disposition of the Tenant's personal property.

18. Force Majeure. If any Group Home included in the Demised Premises is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Lease by the Landlord impossible as to any such Group Home, then this Lease shall be terminated as to such Group Home, such Group Home shall no longer be deemed a part of the Demised Premises, the Tenant shall be liable for rent, charges for support personnel and services, and additional utility charges which have accrued with respect to such Group Home only as of the time of termination; provided, however, if such impossibility of performance shall be due to the

act or omissions of Tenant, its agents, employees, members, licensees or invitees, then Tenant shall be liable for the entire rent charged hereunder as well as all accrued charges in addition to such other damages as may result from such acts or omissions. Tenant hereby waives any claim for damages or compensation from Landlord on account of such termination.

19. Brokerage. The parties each represent and warrant to each other that neither has employed a broker in connection with this transaction. In the event there is a claim against either party hereto with respect to any broker whatsoever other than as set forth in this paragraph, the party whose action gives rise to the claim for commission shall indemnify the other party against any liability, damage, cost or fee in connection with such claim, including, without limitation, attorneys' fees and costs.

20. Licenses and Permits. The Tenant shall pay for all licenses and permits required by law for the operation by the Tenant of its business on the Demised Premises during the continuance of the term of this Lease or any renewal or extension thereof, and the Landlord shall not be liable or responsible for any part thereof.

21. Alterations, Additions, and Improvements.

(a) Tenant may at any time during the lease term, subject to the conditions set forth below and at its own expense, make any alterations, additions or improvements in and to the Demised Premises. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the building on the Premises, or change the purpose for which the building, or any part thereof, may be used.

(b) Conditions with respect to alterations, additions or improvements are as follows:

(i) Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with requirements of local regulations. The plans and specifications for any alteration, addition or improvement shall be submitted to Landlord for approval prior to commencing work.

(ii) Prior to the commencement of any work, Tenant shall pay the amount of any increase in premiums on insurance policies provided for herein because of endorsements to be made covering the risk during the course of work.

(c) All alterations, additions and improvements on or in the Demised Premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the Demised Premises and the sole property of the Landlord, except that all movable trade fixtures installed by Tenant in or on the Demised

Premises that do not constitute replacements of furniture, fixtures or equipment located therein or thereon on the date of this lease shall be and remain the property of Tenant.

22. Repairs and Maintenance. Tenant shall, at all times during the lease and at its own cost and expense, maintain the Premises (including the air conditioning and heating) and keep them in good repair and shall use all reasonable precautions to prevent waste, damage, or injury to the Demised Premises. The Tenant shall provide for its own janitorial, lawn maintenance and pest control services.

23. Acceptance of Premises. Acceptance of the Premises by Tenant shall be construed as recognition that the Premises are in a satisfactory state and that Tenant will accept the Premises in their present condition.

24. Quiet Enjoyment. The Landlord covenants and agrees that it has the full and unrestricted right and lawful authority to make and enter into this Lease. Tenant, upon paying said rent and other charges herein and otherwise fully and punctually performing all the other terms and conditions imposed on Tenant, shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the term aforesaid free from disturbance by the Landlord or anyone claiming by, through or under the Landlord.

25. Access to Premises; Signs Posted by Landlord. Tenant shall permit Landlord or his agents to enter the Demised Premises at all reasonable hours to inspect the Premises or make repairs that Tenant may neglect or refuse to make in accordance with the provisions of this Lease, and also to show the Premises to prospective buyers. At any time within six (6) months prior to expiration of the term hereof with respect to any Group Home leased hereby, Landlord may show such Group Home to persons wishing to rent the same. Tenant shall, within six (6) months prior to expiration of the term hereof with respect to any Group Home leased hereby, permit the usual notices of "For Rent" to be placed on such Group Home and to remain there without hindrance or molestation. Similarly, should Landlord wish to sell any such Group Home, the Landlord shall have the right to erect and display a "For Sale" sign on such Group Home during the term hereof. In the case of an emergency, Landlord may enter the Premises without Tenant's consent.

26. Indemnity and Liability Insurance. The Tenant shall indemnify, save and hold harmless the Landlord from and against any and all claims, suits, actions, damages and causes of action, accruing during the term of this Lease, for any personal injury, loss of life and damage to property sustained in or upon the Demised Premises by reason of or as a result of the Tenant's occupancy or use of the Demised Premises and building, and from and against any orders, judgments and decrees which may be entered thereon, and from and against all costs and liabilities incurred in and about the defense of any such claim. The Tenant will, at its own expense, procure, and at all times during the term of this Lease continue in force and effect, public liability insurance on said Premises, protecting the Landlord and Tenant, jointly and severally, against any and all claims for injuries, including death, to persons and/or damages to property occurring in, upon or

about the Demised Premises and building and every part thereof, such liability insurance to be in the amount required by the hereafter described Mortgage and Trust Agreement. The Tenant shall provide Landlord with a certificate of insurance evidencing such coverage which shall provide that such policy may not be cancelled without providing the Landlord with 30 days prior written notice.

27. Destruction of Premises. In the event that any Group Home included in the Premises shall be destroyed or damaged by fire or other casualty during the terms of this Lease, to the extent so that such Group Home shall be unfit, in whole or in part, for the occupancy thereof by Tenant, the Landlord shall have the right to rebuild and repair such Group Home to substantially conform to condition it was in prior to the damage or destruction, and to apply the proceeds of insurance provided by Tenant against the costs thereof; provided that in the event Landlord elects not to restore or rebuild such Group Home that Landlord shall furnish to Tenant written notice of such election not to proceed within thirty (30) days of the date of damage or destruction to such Group Home. In the event Landlord elects not to restore or rebuild and has furnished the notice as provided herein, then Tenant shall have the right but not the obligation to restore or rebuild such Group Home and shall have full use of the total insurance proceeds available by virtue of the damage or destruction to such Group Home. In the event Tenant elects to restore or rebuild such Group Home, Tenant shall furnish to Landlord notice in writing of such election within thirty (30) days from date of receipt of Landlord's notice not to restore or rebuild. If Tenant rebuilds the rent shall continue as before. In the event neither Landlord nor Tenant elects to restore or rebuild within the time provided for herein, then this Lease shall terminate as to such Group Home and Tenant shall vacate such group Home within thirty (30) days from date of such termination and the insurance proceeds shall be the Landlord's.

In the event such restoration or rebuilding shall be performed by Landlord or Tenant, such work shall be commenced not later than sixty (60) days after the event of such damage or destruction if performed by Landlord, and within thirty (30) days of the receipt of election not to restore or rebuild if performed by Tenant. The party performing such restoration or rebuilding shall thereafter prosecute the work with diligence to completion, the same in any event to be completed within a reasonable time.

In the event of total destruction of the building improvements relating to any Group Home or such damage thereto as shall render the same unfit for the carrying on of Tenant's business at such Group Home, the payment of rent for such Group Home shall cease until the building is rebuilt or until both parties elect not to rebuild. Rental shall again commence in full if and when the improvements shall have been substantially completed.

In the event of partial destruction or such damage that the business of Tenant may continue to be carried on without substantial interruption, and with or without temporary repair, the rent shall continue and not be abated. In the event of the partial destruction or damage to the Premises so that the business of Tenant may be carried on but with

substantial impairment, the rent shall be adjusted pro rata to abate that part of the rent attributable to the unfit portion for that period of time.

28. Condemnation. If the whole of any Group Home leased hereby shall be taken for any public or quasi public use under any statute by right of eminent domain, or if any part of any such Group Home is so taken and the part not so taken is insufficient for the operation of Tenant's business at that site, this Lease and the term granted by it shall cease and expire as respects the entire Group Home in question on the date when possession shall be given by Tenant. All rents and other charges relating to such Group Home shall be prorated and paid to that date, and Landlord shall refund to Tenant all such rents and other charges paid by Tenant in respect of any periods subsequent to such date. The Landlord shall be entitled to all proceeds of any condemnation; provided, however, that this provision shall not prohibit Tenant from prosecuting by separate action against the condemning authority any claim it may have for business damages.

29. Construction Liens. The Tenant shall not do or suffer anything to be done whereby the land and building of which the Demised Premises are a part may be encumbered by any construction lien, and shall, whenever and as often as any construction lien is filed against any portion of the Demised Premises purporting to be for labor or materials furnished or to be furnished to the Tenant, discharge the same of record within ten (10) days after the date of filing. Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished or to be furnished to the Tenant upon credit, and that no construction or other lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of the Landlord in and to the land and building of which the Premises herein demised are a part.

30. Landlord's Lien. Except for purchase money liens and liens which are perfected prior to the time the personal property comes onto the Premises, the Landlord shall have the first lien paramount to all others on every right and interest of the Tenant in and to this Lease and on the buildings now or hereafter constructed on the Premises, and on the personal property of the Tenant which may be contained within the Premises, which lien is granted for the purpose of securing the payment of rent, taxes, assessments, charges, liens, penalties and damages herein covenanted to be paid by the Tenant, and for the purpose of securing the performance of any and all of the covenants, conditions and obligations arising under this Lease, the same to be performed and observed by the Tenant.

31. Subordination. This Lease shall be subject and subordinate at all times to any and all mortgages that now or may encumber the Demised Premises and to any renewal, modification, consolidation, replacement, and extension of any such mortgage. The Tenant shall execute any instrument subordinating the interest of Tenant under this Lease to the lien of such mortgage that Landlord or the mortgagee may at any time desire, and Tenant shall duly comply with all of the provisions of any mortgage to which this Lease is subordinate. If Landlord shall default in the payment of any installment of interest or principal payable under such mortgage, Tenant may pay such installment of interest or principal and deduct such payment together with interest at the rate of twelve

percent (12%) per annum from the installment or installments of rent next coming due under this Lease. Without limiting the generality of the foregoing, the mortgages to which this Lease is subject and subordinate include (a) that certain Mortgage and Trust Agreement, dated as of December 1, 2000, between the Landlord, Tenant, the Orange County Health Facilities Authority and SunTrust Bank as Trustee (the "First Mortgage"), and the Subordinated Second Mortgage and Security Agreement, of even date herewith, from the Landlord to Developmental Services, Inc. (the "Second Mortgage"). Tenant covenants that its will comply in all respects with all covenants of Landlord and Tenant contained in the First Mortgage that relate to the Demised Premises, and to the extent not in conflict therewith, the covenants of Landlord in the Second Mortgage that relate to the Demised Premises.

32. Assignment, Sublease, or License. Tenant shall not assign or sublease the Premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Tenant to occupy the Premises or any part thereof without first obtaining the written consent of Landlord. A consent by Landlord shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant shall be void and shall terminate the lease at the option of Landlord. The interest of Tenant in this Lease is not assignable by operation of law without the written consent of Landlord.

33. Default or Breach. Each of the following events shall constitute a default or breach of this Lease by Tenant:

(a) If Tenant shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

(b) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within twenty (20) days after the institution or appointment.

(c) If Tenant shall fail to pay Landlord any rent or additional rent when the rent shall become due and shall not make the payment within ten (10) days after the date said rent shall be due.

(d) If Tenant shall fail to perform or comply with any of the conditions of this Lease other than the nonpayment of rent and if the nonperformance shall continue for a period of twenty (20) days after notice thereof by Landlord to Tenant, or, if the performance cannot be reasonably had within the twenty (20) day period, Tenant shall not in good faith have commenced performance within the twenty (20) day period and shall not diligently proceed to completion of performance.

(e) If Tenant shall vacate or abandon the Demised Premises.

(f) If this Lease or the estate of Tenant hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.

(g) If Tenant fails to take possession of the Demised Premises on the term commencement date.

34. Effect of Default. If the Tenant shall make any default hereunder, the Landlord shall have the following remedies in its sole discretion:

(a) Bring suit for the breach which has occurred with-out affecting the obligations of the parties to perform the balance of the lease.

(b) Declare the rent for three (3) additional months of the Lease due and payable (in addition to any past due rent).

(c) Reenter the Premises without being liable for dam-age therefor, and relet the Property, or any part thereof, or operate the same, with or without the Tenant's furnishings, for the balance of the term and receive rents therefor and apply the same first to the payment of expenses of reasonable redecorating and making necessary repairs to the Premises, attorneys' and paraprofessionals' fees, brokers' commissions, advertising and all other reasonable expenses of the Landlord in reentering the Premises and reletting the Premises; and second, to the payment of the rent hereunder.

(d) Terminate this Lease by giving the Tenant written notice of termination which shall not excuse breaches of this Lease which have already occurred. Termination may occur only by written notice.

35. Landlord's Right to Perform. Except as otherwise provided herein, if the Tenant fails to perform any of the covenants required to be performed by Tenant, and such failure continues after written notice as provided in paragraph 33 herein, then Landlord may, but shall not be required to perform such act or thing with respect to which Tenant is in default, at the expense of Tenant. Tenant shall repay such expense to Landlord. Any act or thing done by Landlord pursuant to the provisions hereof shall not be construed a waiver of any such default by Tenant or waiver of any covenant, term, or condition of this lease, or of any other right or remedy of Landlord. Notice to Tenant shall not be required if the period for notice provided in paragraph 33 or any other paragraph of this lease will jeopardize the Premises or the rights of the Landlord.

36. Interest on Overdue Rent, Late Fee and Other Fees. All rent overdue shall bear interest at the rate of twelve percent (12%) per annum, after it has been due and payable for ten (10) days. Further, Tenant shall pay a late fee of \$75.00 for any rent payment which is made more than ten (10) days after the date it becomes due. Tenant shall be charged \$30.00 for each check that is returned to Landlord for lack of sufficient funds.

37. Hazardous Materials. Tenant represents and warrants to Landlord that the activities to be conducted upon the leased Premises by Tenant shall not pose any significant hazard to human health or the environment or violate any Environmental Laws (as hereafter defined) pertaining to Hazardous Materials (as herein-after defined). Tenant shall not cause or permit the leased Premises to be used for the generation, handling, storage, transportation, disposal or release of any hazardous materials except as exempted or permitted under applicable Environmental Laws, and Tenant shall not cause or permit the leased Premises or any activities conducted thereon to be in violation of any applicable Environmental Laws. Tenant agrees to indemnify Landlord and hold Landlord and its directors, officers, employees, partners, successors and assigns harmless from and against any and all claims, losses, damages (including all foreseeable and unforeseeable consequential damages), liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including without limitation attorneys' and paraprofessionals' fees and expenses), directly or indirectly resulting in whole or in part from Tenant's violation of any Environmental Laws applicable to the leased Premises or any activity conducted thereon, or from any past, present or future use, generation, handling, storage, transportation, disposal or release by Tenant of Hazardous Materials at or in connection with the leased Premises, or any decontamination, detoxification, closure, cleanup or other remedial measures required with respect to the leased Premises under any Environmental Laws. Landlord shall be reimbursed by Tenant immediately upon demand for any and all sums paid and costs incurred by Landlord with respect to the foregoing matters. Said sums paid and costs incurred shall bear interest at the highest rate permitted by law and same shall be paid to Landlord from Tenant immediately upon demand. This indemnity shall survive the full performance and expiration of this lease and shall inure to the benefit of any transferee of title to the leased Premises through foreclosure of any mortgage granted by Landlord encumbering the Demised Premises or through deed in lieu of foreclosure.

(a) Definitions. The term "Hazardous Materials" shall include any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "contaminants" or other pollution, hazard or toxic under any applicable federal or state or local laws, ordinances, rules or regulations now or hereafter in effect. The term Environmental Laws shall mean any applicable federal or state or local laws, ordinances, rules or regulations now or hereafter in effect pertaining to Hazardous Materials or industrial hygiene or environmental conditions. The term Environmental Report means a written environmental report from a reputable environmental engineering firm of Landlord's choice identifying environmental contamination, or violations of any Environmental Laws.

(b) Audit. The Landlord, at Landlord's sole option, and from time to time during Tenant's occupancy, may obtain a written environmental report from a reputable environmental engineering firm of Landlord's choice identifying environmental contamination, or violations of any Environmental Laws. If the report indicates violations of Environmental Laws, Landlord may require that all such violations be

corrected. Any failure of the Tenant to comply with all such Environmental Laws or to obtain and/or comply with all necessary environmental permits shall constitute a default hereunder. The charges of any consultant or engineer employed by Landlord to pass upon the environmental clean up plan and to supervise and approve any remedial and/or corrective actions shall be paid by Tenant as a cost of the corrective actions. Tenant shall be required to pay the cost of any such interim Environmental Report only if such report discloses violations of Environmental Laws.

The Tenant shall pay the cost of the Environmental Report obtained by Landlord at the expiration of the lease. The security deposit held by Landlord shall not be released to Tenant until after said environmental report has been completed and all violations of Environmental Laws corrected at Tenant's expense.

38. Attorneys' Fees. In the case of the failure of either party hereto to perform and comply with any of the covenants and conditions hereof within the time herein specified, and the said rent, or damages for the breach of any covenant or condition, is collected by suit or through an attorney at law, whether suit be brought or not, the party so failing to perform and comply hereby agrees to pay to the other party hereto a reasonable sum of money for attorneys' and paraprofessionals' fees, together with the costs, charges, and expenses of such collection or other enforcement of rights in any suit, or otherwise. The prevailing party in any such litigation shall be entitled to reasonable attorneys' and paraprofessionals' fees and costs.

39. Waiver. The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or option herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.

40. Surrender of Possession. Tenant shall, on the last day of the term, or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the Demised Premises to Landlord free of subtenancies, including all buildings, additions, and improvements constructed or placed thereon by Tenant, except movable trade fixtures, all in good condition and repair. Tenant shall, if not in default hereunder, remove its equipment, goods, trade fixtures and effects and those of all persons claiming by, through or under it, provided that such removal (a) is not of property located in or on the Demised Premises on the date hereof or replacements thereof, and (b) does not cause irreparable damage to the Premises. Any trade fixtures or personal property not used in connection with the operation of the Demised Premises and belonging to Tenant, if not removed at the termination or default, and if Landlord shall so elect, shall be deemed abandoned and become the property of Landlord without any payment or offset therefor. Landlord may remove such fixtures or property from the Demised Premises and store them at the risk and expense of Tenant if Landlord shall not so elect. Tenant shall repair and restore all damage to the Demised Premises caused by the removal of equipment,

trade fixtures, and personal property. Tenant, if requested by Landlord, shall remove all business signs placed on the Premises by Tenant and restore the portion of the Premises on which they were placed in the same condition as when received.

41. Holding Over. The failure of Tenant to surrender the Demised Premises on the termination of the lease term, or any renewals thereof, and the subsequent holding over by Tenant, with or without the consent of Landlord, shall result in the creation of a tenancy at will at a monthly rental of one and one-half (1-1/2) times the monthly rent, which shall be payable on the first day of each month in which the Tenant holds over. Should a tenancy at will be created under the provisions of this section, the tenancy may subsequently be terminated by either party hereto by that party giving thirty (30) days' written notice of the intention to terminate the tenancy to the other party to this Lease. This provision does not give Tenant any right to hold over at the expiration of this term, and all other terms and conditions of this Lease shall remain in force during any tenancy at will created by any holding over by Tenant.

42. Notices. All notices to be given with respect to this Lease shall be in writing. Each notice shall be delivered by hand, by commercial overnight delivery service or shall be sent by registered or certified mail, postage prepaid and return receipt re-quested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice delivered by hand or by overnight delivery service shall be deemed delivered when actually received by the addressee. Every other notice shall be deemed to have been given within forty-eight (48) hours after the time such notice has been deposited in the United States mails in the manner prescribed herein. Nothing herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

43. Total Agreement; Applicable to Successors. This lease contains the entire agreement between the parties and can-not be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.

44. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

45. Time of the Essence. Time is of the essence and in all provisions of this Lease.

46. Severability. If any term or provision of this Lease shall to any extent be held to be invalid or unenforceable under the applicable law, the remaining provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

47. Radon Gas Notification. The following notification is required by Section 404.056(6), Florida Statutes:

RADON GAS. 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.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and seals, all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

LANDLORD:

GF/ORLANDO, INC., a Florida not-for-profit corporation

By:


Gregory K. Grove, President

TENANT:

CENTRAL FLORIDA GROUP HOMES,
L.L.C., a Florida limited liability company
By: GF/Orlando, Inc., sole member

By:


Gregory K. Grove, President

**EXHIBIT "A":
Addresses of Demised Premises and Schedule of Monthly Rents**

<u>Address</u>	<u>Monthly Rent</u>
9991 Gronau Court Orlando, FL 32825	\$2,964
10001 Ratcliff Court Orlando, FL 32825	2,815
2914 Glyn Street Orlando, FL 32807	3,000
7503 Stratford Boulevard Orlando, FL 32807	2,159
2112 South Dean Road Orlando, FL 32825	4,073
3722 Daventry Road Orlando, FL 32817	2,779
8274 Jellison Street Orlando, FL 32825	2,469
944 Alaska Woods Lane Orlando, FL 32824	2,560
4000 Tiwa Lane Titusville, FL 32796	2,652
600 Highland Terrace Titusville, FL 32796	2,066
1716 Miami Road Orlando, FL 32835	2,541
Total	\$30,078

EXHIBIT "B"
LEGAL DESCRIPTION

January 11, 2002

Central Florida Group Homes, L.L.C.
1091 West Morse Boulevard
Winter Park, FL 32789

AMENDMENT #2

This is Letter Amendment #2 to the contract between GF/Orlando, Inc. and Central Florida Group Homes, L.L.C., dated 28th day of February, 2001, previously amended the 1st of May, 2001, for lease of property.

"Exhibit A," entitled "Addresses of Demised Premises and Schedule of Monthly Rents As of July 1, 2001," referred to in paragraph number 4, first sentence, is hereby replaced with a new "Exhibit A, Addresses of Demised Premises and Schedule of Monthly Rents as of November 1, 2001."

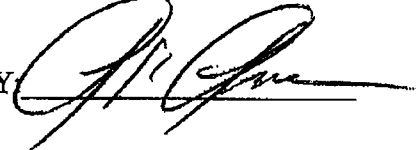
LANDLORD:

TENANT:

GF/ORLANDO, INC.

CENTRAL FLORIDA GROUP
HOMES, L.L.C.

BY: 

BY: 

TITLE: 

TITLE: _____

DATE: 1/10/02

DATE: 1/11/02

**Exhibit "A":
Addresses of Demised Premises and Schedule of Monthly Rents As of November 1, 2001**

<u>Address</u>	<u>Monthly Rent</u>
9991 Grouau Court Orlando, FL 32825	\$3,201.23
10001 Ratcliff Court Orlando, FL 32825	\$3,153.81
2914 Glynn Street Orlando, FL 32807	\$3,053.61
7503 Stratford Blvd. Orlando, FL 32807	\$2,633.36
2112 South Dean Road Orlando, FL 32825	\$3,804.78
3722 Daventry Road Orlando, FL 32817	\$3,721.57
8274 Jellison Street Orlando, FL 32825	\$2,973.33
944 Alaska Woods Lane Orlando, FL 32824	\$3,073.90
4000 Tiwa Lane Titusville, FL 32796	\$5,215.94
600 Highland Terrace Titusville, FL 32796	\$2,354.59
1716 Miami Road Orlando, FL 32835	\$3,519.58
12019 Carolina Woods Lane (FF&E only) Orlando, FL 32824	\$ 926.50
511 South Winter Park Drive Casselberry, FL 32707	\$2,962.48
TOTAL	\$40,594.68

← Lease

GF/Orlando, Inc.

1091 West Morse Boulevard
Winter Park, Florida 32789-3741

(407) 645-3211

Fax (407) 628-2853

April 11, 2002

Central Florida Group Homes, L.L.C.
1091 West Morse Boulevard
Winter Park, FL 32789

AMENDMENT #3

This is Letter Amendment #3 to the contract between GF/Orlando, Inc. and Central Florida Group Homes, L.L.C., dated 28th day of February, 2001, previously amended the 1st of May, 2001 and January 11, 2002, for lease of property.

"Exhibit A," entitled "Addresses of Demised Premises and Schedule of Monthly Rents As of July 1, 2001," referred to in paragraph number 4, first sentence, is hereby replaced with a new "Exhibit A, Addresses of Demised Premises and Schedule of Monthly Rents as of July 1, 2002."

LANDLORD:

TENANT:

GF/ORLANDO, INC.

CENTRAL FLORIDA GROUP
HOMES, L.L.C.

BY: 

BY: 

TITLE: Vice President

TITLE: President

DATE: 4/12/02

DATE: 4-11-2002

**Exhibit "A":
Addresses of Demised Premises and Schedule of Monthly Rents As of July 1, 2002**

<u>Address</u>	<u>Monthly Rent</u>
9991 Gronau Court Orlando, FL 32825	\$3,006.66
10001 Ratcliff Court Orlando, FL 32825	\$2,996.07
2914 Glyn Street Orlando, FL 32807	\$2,830.28
7503 Stratford Blvd. Orlando, FL 32807	\$2,502.86
2112 South Dean Road Orlando, FL 32825	\$3,566.78
3722 Daventry Road Orlando, FL 32817	\$3,631.82
8274 Jellison Street Orlando, FL 32825	\$2,801.61
944 Alaska Woods Lane Orlando, FL 32824	\$2,908.84
4000 Tiwa Lane Titusville, FL 32796	\$5,020.11
600 Highland Terrace Titusville, FL 32796	\$2,209.08
1716 Miami Road Orlando, FL 32835	\$3,440.06
12019 Carolina Woods Lane (FF&E only) Orlando, FL 32824	\$ 912.01
511 South Winter Park Drive Casselberry, FL 32707	\$2,466.90
TOTAL	\$38,293.07

May 21, 2003

Central Florida Group Homes, L.L.C.
1091 West Morse Boulevard
Winter Park, FL 32789

AMENDMENT #4

This is Letter Amendment #4 to the contract between GF/Orlando, Inc. and Central Florida Group Homes, L.L.C., dated 28th day of February, 2001, previously amended the 1st of May, 2001, January 11, 2002 and April 11, 2002, for lease of property.

"Paragraph number 4" in the Lease agreement is hereby being replaced in its entirety with a new "Paragraph number 4" effective July 1, 2003.

4. Rent. The monthly rent for each Group Home during the term of this agreement shall be the amount set forth in the approved Operating Budget effective July 1. Tenant shall pay the rent in advance on the first day of each month. Any partial month's rent shall be prorated on a daily basis. The Tenant shall pay the first month's prorated rent upon execution of the Lease. All rental payments shall be made to Landord at the address specified above and shall be made without any offset or deduction. In addition, Tenant shall pay any sales or used taxes to the State of Florida that arise in connection with the rental of the Property.

LANDLORD:

TENANT:

GF/ORLANDO, INC.

CENTRAL FLORIDA GROUP
HOMES, L.L.C.

BY:

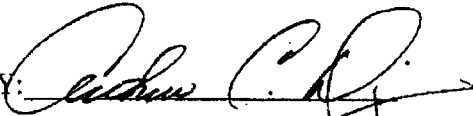
TITLE:

DATE:

BY:

TITLE:

DATE:



Vice President

5/23/2003



PRESIDENT: GF/ORLANDO, INC
SOLE MEMBER

5/23/2003

Attachment

11

NOT APPLICABLE FOR ATTACHMENT 11

(ATTACHMENT 11 FALLS UNDER SECTION K

AND ALL OF SECTION K IS

NOT APPLICABLE DUE TO RENOVATION ONLY)

Attachment

12

RFA – Highland Terrace Pro Forma

Development Costs Details / Explanation

Actual Construction Cost
(as listed in item A)

Life Safety Features Proposed

Upgrade the fire alarm system	\$ 3,500.00
Whole house emergency generator	\$ 9,000.00
Window hurricane shutters	\$ 7,500.00
	=====
Total	\$20,000.00

Security Features Proposed

N/A	\$ 0.00
-----	---------

Energy Retrofit Features Proposed

HVAC inspection by licensed HVAC contractor	\$ 250.00
Replacement of the air conditioner with a minimum of 14 SEER unit	\$ 4,500.00
Replacement of the air conditioning duct work	\$ 4,500.00
Installation of additional attic insulation	\$ 1,200.00
Replace all bathroom exhaust fans with Energy Star qualified fans (3 each)	\$ 750.00
Replacement of an existing refrigerator with an Energy Star qualified refrigerator	\$ 1,200.00
Replacement of an existing dishwasher with an Energy Star qualified dishwasher	\$ 400.00
Replacement of an existing Stove/Oven (full size oven)	\$ 650.00
Replacement of an existing washing machine with an Energy star qualified washing machine	\$ 500.00
Replacement of the dryer	\$ 500.00
Replacement of the water heater	\$ 1,500.00
General sealing of the interior and exterior (penetration, windows, weather seals, soffits, etc.)	\$ 2,500.00
	=====
Total	\$18,450.00

ATTACHMENT 12

Accessibility (Upgrades to allow residents to age in place)

Replacement of all bathroom and kitchen faucets with lever handles (1 Kitchen and 3 bathrooms)	\$ 900.00
Install aerators on all faucets (included in new faucets)	\$ N/A
Installation of low-flow shower heads (2.2 gallons per minute or less) (2 shower heads)	\$ 100.00
Replacement of toilets with a gallons per flush higher than 1.6 gpf with Water Sense qualified toilets. Toilets will be 17 inches to 19 inches in height (3 toilets)	\$ 900.00
Replacement of all door handles on primary entrance door and interior doors with lever type handles (10 door handles)	\$ 2,000.00
Primary entrance door shall have a threshold with no more than a ½ inch rise This would provide greater accessibility with a new concrete entrance (ramps, steps. & handrail)	\$ 7,500.00
	=====
Total	\$11,400.00

Rehabilitation

House built in 1990. 4 bedrooms 3 ½ baths

Installation of a new roof on the home	\$ 10,000.00
Installation of a new patio roof	\$ 4,500.00
Installation of a new electrical panel	\$ 2,500.00
	=====
Total	\$17,000.00

*Other

Required Testing

Blower test by certified Home Energy Rater	\$ 250.00
	=====
Total	\$ 250.00

**RFA 2013-005 DEVELOPMENT COST PRO FORMA
FOR SMALLER DEVELOPMENTAL DISABILITY PROPERTIES**

- NOTES:
- (1) Developer overhead may not exceed 10% of Development cost. The overhead will not be paid until after construction completion.
 - (2) Contingency Reserves allowed are amounts that cannot exceed 5% for Development Category of New Construction and 15% for Rehabilitation.
 - (3) The Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, and Sources of Funding are subject to change during credit underwriting.
 - (4) After preliminary awards are made, the Corporation will finalize the amount of funding based on the needs determined by credit underwriting.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF * ITEMS.

	AMOUNT
DEVELOPMENT COSTS	
<i>Actual Construction Costs</i>	
Life Safety Features proposed	\$ <u>20,000.00</u>
Security Features proposed	\$ <u>0.00</u>
Energy Retrofit Features proposed	\$ <u>18,450.00</u>
Upgrades to allow residents to age in place	\$ <u>11,400.00</u>
Rehabilitation of a property built prior to 1993	\$ <u>17,000.00</u>
New Construction costs	\$ <u>0.00</u>
*Other (explain in detail)	\$ <u>250.00</u>
A. TOTAL ACTUAL CONSTRUCTION COSTS	\$ <u>██████████</u>
<i>General Development Costs</i>	
Accounting Fees	\$ <u>0.00</u>
Appraisal (if applicable)	\$ <u>0.00</u>
Architect & Engineering Fees	\$ <u>500.00</u>
Builder's Risk Insurance (or Owner's Property Coverage during construction)	\$ <u>0.00</u>
Building Permit, Impact Fee(s)*, Connection Fee(s)	\$ <u>100.00</u>
Transaction Screen Process (Environmental) Report	\$ <u>0.00</u>
FHFC Compliance Monitoring Fee (pre-paid)	\$ <u>1,000.00</u>
FHFC Credit Underwriting Fees	\$ <u>2,500.00</u>
FHFC Construction Draw & Inspection Costs	\$ <u>300.00</u>
Insurance (Liability, during construction)	\$ <u>0.00</u>

**RFA 2013-005 DEVELOPMENT COST PRO FORMA
FOR SMALLER DEVELOPMENTAL DISABILITY PROPERTIES**

	AMOUNT
Legal Fees	\$ <u>0.00</u>
Property Taxes (during construction)	\$ <u>0.00</u>
Survey	\$ <u>0.00</u>
Title Insurance & Recording Fees	\$ <u>0.00</u>
*Other (explain in detail)	\$ <u>0.00</u>
B. TOTAL GENERAL DEVELOPMENT COST	\$ [REDACTED]
C. ACQUISITION COST OF PROPERTY* (if appropriate)	\$ <u>0.00</u>
<i>Financial Costs</i>	
Loan Origination and Commitment Fee(s)	\$ <u>0.00</u>
Construction Loan Interest	\$ <u>0.00</u>
Loan Closing Costs	\$ <u>0.00</u>
*Other (explain in detail)	\$ <u>0.00</u>
D. TOTAL FINANCIAL COST	\$ [REDACTED]
E. DEVELOPMENT COST (A+B+C+D)	\$ [REDACTED]
F. DEVELOPER'S OVERHEAD ^{See Note (1)} (RENOVATION OVERHEAD)	\$ <u>500.00</u>
G. CONTINGENCY RESERVES ^{See Note (2)}	\$ _____
H. TOTAL DEVELOPMENT COST (E+F+G)	\$ [REDACTED]

Detail/Explanation Sheet

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

DEVELOPMENT COSTS

Actual Construction Cost

(as listed at Item A)

Other: Blower Test / Home Energy Rater Termite Prevention and
Pest Control (Blower Test to be done by Certified Home
Energy Rater)

General Development Costs

(as listed at Item B)

Impact Fees: _____

Other: _____

Financial Costs

(as listed at Item D)

Other: _____

NOTE: Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer overhead. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

The Application Fee submitted with the Application shall be paid out of Applicant's own financial resources, will not be qualified to be part of the proposed Development's costs, and is ineligible for re-imbursement from any awarded funding. If the Application Fee is included, it will be removed in Credit Underwriting.

Attachment

13



agency for persons with disabilities
State of Florida
Area 7

Certificate No: 7G 266 A

Date of Issue: July 1, 2013

CERTIFICATE OF LICENSE

Type of License: STANDARD

APD Client Capacity: Six (6)

The Florida Agency for Persons with Disabilities certifies that the facility, _____

HIGHLAND TERRACE GROUP HOME

Operated by Central Florida Group Homes, LLC.

Located at 600 Highland Terr.

In the City of Titusville - 32796 County of Brevard

State of Florida, has complied with the Rules set by the Agency for the
aforestated license.

The license shall continue in force until June 30, 2014 or until it is withdrawn or
revoked for cause.

Stacy J. Perez for
Merari Perez
Central Region Manager



agency for persons with disabilities
State of Florida
Area 7

Certificate No: 7G 266 A

Date of Issue: July 1, 2012

CERTIFICATE OF LICENSE

Type of License: STANDARD

APD Client Capacity: Six (6)

The Florida Agency for Persons with Disabilities certifies that the facility,

HIGHLAND TERRACE GROUP HOME

Operated by Central Florida Group Homes, LLC.

Located at 600 Highland Terr.

In the City of Titusville - 32796 County of Brevard

State of Florida, has complied with the Rules set by the Agency for the
aforestated license.

The license shall continue in force until June 30, 2013 or until it is withdrawn or
revoked for cause.

Merari Perez
Area Administrator

Attachment

14

EXIBIT B

Section F. Required construction Features and Amenities

Section F. 2. b. Additional Construction Features

This property meets the requirements for proposed Developments that are renovating an Existing Community Residential Home. This Community Residential Home does not have more than two (2) residents sharing a Bedroom, and no more than three (3) residents sharing one (1) full bathroom with a locking door. No more than six (6) residents live in the Unit.

Attachment

15

EXIBIT C

Section F. 3. Green Building, Accessibility, Universal Design and Visitability Features:

This Existing Community Residential Home will provide:

Termite prevention and pest control throughout the entire affordability period.

A full size range and oven as required.

Section F. 3. a. Green Building Features:

This Existing Community Residential Home will incorporate Green Building features into the renovation:

Low or No VOC paint for all interior walls.

Low flow water fixtures in bathrooms.

Energy Star qualified refrigerator

Energy Star qualified dishwasher

Energy Star qualified washing machine

Energy Star qualified exhaust fans in all bathrooms

Minimum SEER of 14 for air conditioners

The renovation of this Existing Community Residential home incorporates the costs of carrying out the following inspections, repairs and features into the Development Cost Pro Forma submitted with this Application in order to carry out these items during construction:

An inspection will be done by a Home Inspector who is licensed by the Florida Department of Business and Professional Regulation prior to January 31, 2014.

A blower door test will be conducted by a certified Home Energy Rater on the building to test for air infiltration.

The HVAC equipment will be inspected by building to test for air infiltration.

The HVAC equipment will be inspected by a licensed HVAC contractor for leaks in the duct work.

Bathroom exhaust fans will be replaced with Energy Star qualified fans.

All exhaust fans will be replaced with Energy Star qualified fans.

Aerators will be installed on all faucets.

All toilets will be replaced with Water Sense qualified toilets.

All interior painting will be done with Low or No VOC paint.

The refrigerator will be replaced with an Energy Star qualified refrigerator.

The washing machine will be replaced with an Energy Star qualified washing machine.

The dishwasher will be replaced with an Energy Star qualified dishwasher.

Attachment

16

EXIBIT D

Section F. 3. b. Accessibility, Adaptability, Universal Design and Visitability Features:

The renovation of this Existing Community Residential Home will include the following features that are structurally and financially feasible:

Primary entrance door shall have a threshold with no more than ½ inch rise.

All door handles on the primary entrance door and interior doors will have lever handles.

Lever handles in all bathroom faucets and kitchen faucets.

All toilets will be 17 to 19 inches in height.

Attachment

17

EXHIBIT E

RESIDENT COMMUNITY-BASED SERVICES COORDINATION:

Community-based services coordination is provided by Central Florida Group Homes (Highland Terrace Group Home) and not in conjunction with public and/or private partnerships. Central Florida Group Homes has over 15 years experience administering and providing supportive services such as community-based services planning and coordination, Residential Habilitation, Behavior Analysis, Behavior Assistant, Skilled Nursing, Case Management and Transportation. The Resident Community-Based Services Coordination is provided in house and is part of the Residential Habilitation service we provide which is much more comprehensive of a service than what is required in this section. The supportive services are specifically tailored and oriented to the needs and preferences of each individual residing in the group home and are documented via their individual support plans/record and consistently trained to the staff providing the care and services. Our individuals are afforded the choice as to whether they would like to reside with Central Florida Group Homes or another provider. They are not forced to remain with us. Additionally our Community-Based services are routinely offered and made available to the residents on a daily basis but their participation is voluntary. In summary the services that Central Florida Group Homes provides is all inclusive and as noted above we have been licensed for over 15 years to provide these services.

Attachment

18

EXHIBIT F

Section Four: L. 3. Florida Job Creation Score

$1 \times 2.784 \times 1,000,000 / 72,000 = 38.66$ Florida Job Creation Score.