

REQUEST FOR APPLICATIONS 2013-____

**FINANCING TO BUILD LARGER PERMANENT SUPPORTIVE HOUSING PROPERTIES
FOR PERSONS WITH DEVELOPMENTAL DISABILITIES**

Issued by:

FLORIDA HOUSING FINANCE CORPORATION

Issued: _____, 2013

Due: _____, 2013

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (the Corporation) was appropriated \$10 million in non-recurring grant funds by the 2013 Legislature for housing for Persons with Developmental Disabilities as defined in s. 393.063, Florida Statutes. This Request for Applications (RFA) will make \$6 million of the grant funding available for multifamily properties. In addition to the \$6 million in grant funding, the Corporation expects to have an estimated \$2.2 million of Housing Credit Allocation and additional gap loan financing available for award to proposed developments under this RFA. Applicants under this RFA must apply for grant funds and also may choose to apply for Housing Credits and/or gap loan financing with the grant funding.

The legislation specifies that the Corporation will offer the funding through a competitive grant program to private Non-Profit organizations that have a primary mission which includes serving Persons with Developmental Disabilities. The Corporation is required to consider the extent to which funds from local and other sources will be used by Applicants to leverage these grant funds; employment opportunities and supports that will be available to residents of the proposed housing; a plan for residents to access community-based services, resources, and amenities; and partnerships with supportive services agencies. This RFA will be open to Applicants proposing to construct 30 to 100 Units with a maximum of 135 bedrooms of Permanent Supportive Housing for Persons with Developmental Disabilities.

The Corporation's objective is to ensure that the Non-Profits providing Permanent Supportive Housing for Persons with Developmental Disabilities under this RFA are experienced. To accomplish this, the RFA will be open only to Non-Profits with a primary mission which has included serving Persons with Developmental Disabilities since August 1, 2012, or earlier.

The Corporation is soliciting Applications from qualified Applicants that commit to provide housing in accordance with the terms and conditions of this RFA, inclusive of applicable laws, rules and regulations, and the Corporation's generally applicable construction and financial standards.

Funding provided through this RFA is required by law to be fully expended by Applicants by September 30, 2015.

SECTION TWO DEFINITIONS

Unless otherwise defined below, capitalized terms within this RFA shall have the meaning as set forth in Exhibit C, and Rule Chapters 67-48, F.A.C., 67-53, F.A.C. and 67-60, F.A.C., or in applicable federal regulations.

SECTION THREE PROCEDURES AND PROVISIONS

- A. A complete Application consists of Section Four of RFA 2013-004 and all applicable attachments described therein. Section Four ("Application") is available online at www.floridahousing.org. Applicants will first be asked whether the Applicant is applying for either (i) Grants with Housing Credits or (ii) Grants without Housing Credits. Each version of the Application will reflect the

questions outlined in Section Four; however each version will include either the Pro Forma shown in Exhibit A or the Pro Forma shown in Exhibit B, as they are specific to the type of funding requested. Once Applicants answer the question, the Application with the Pro Forma that is appropriate for the funding desired will open for use. All Applicants must complete the online Application by 2:00 p.m., Eastern Time, on _____, 2013 (Application Deadline). The Corporation must receive (i) the completed online Application electronically submitted by the Applicant to the Corporation by clicking the "Submit" button and (ii) a sealed package(s) containing four (4) printed copies of the complete Application (consisting of the submitted online Application and all applicable attachments), housed in separate 3-ring binders with numbered divider tabs for each attachment, all by the Application Deadline. One (1) of the four (4) printed copies of the complete Application must be labeled "Original Hard Copy", reflect an original signature (blue ink preferred) at Item O. of the Application, Applicant Certification and Acknowledgement, and include the required non-refundable Application fee of either (i) \$500 for Applications requesting Grants without Housing Credits; or (ii) \$3,000 for Applications requesting Grants and Housing Credits (check or money order only). The Applicant should label the outside of each shipping box with the applicable RFA number. The Corporation will not consider faxed or e-mailed Applications. After 2:00 p.m., Eastern Time, on the Application Deadline, each Application, for which hard copies are received, will be assigned an Application number. In addition, such Applications will be assigned a lottery number by the Corporation's internal auditors using a random number generator program. The printed copies of the complete Application must be addressed to:

Ken Reecy
 Director of Multifamily Programs
 Florida Housing Finance Corporation
 227 N. Bronough Street, Suite 5000
 Tallahassee, FL 32301

If any of the hard copies of the Application are not identical to the online submission of the Application, the online Application will be utilized for scoring purposes.

- B. This RFA does not commit the Corporation to award any funding to any Applicant or to pay any costs incurred in the preparation or delivery of an Application.
- C. The Corporation reserves the right to:
 1. Waive Minor Irregularities; and
 2. Accept or reject any or all Applications received as a result of this RFA.
- D. Any Interested Party may submit any inquiry regarding this RFA in writing to Ken Reecy via e-mail at RFA_2013-004_Questions@floridahousing.org. All inquiries are due by 5:00 p.m., Eastern Time, on _____, 2013. Phone calls or written inquiries other than at the above e-mail address will not be accepted. The Corporation expects to respond to all inquiries by 5:00 p.m., Eastern Time, on _____, 2013, and will post a copy of all inquiries received, and their answers, on the Corporation's Website at: _____. The Corporation will also send a copy of those inquiries and answers in writing to any Interested Party that requests a copy. The Corporation will determine the method of sending its answers, which may include regular United States mail, overnight

delivery, fax, e-mail, or any combination of the above. No other means of communication, whether oral or written, shall be construed as an official response or statement from the Corporation.

- E. Any person who wishes to protest the specifications of this RFA must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.
- F. By submitting this Application, each Applicant agrees to the terms and conditions outlined in the RFA. Rule Chapter 67-60 establishes the procedures by which the Corporation will administer this RFA. To read a copy of this rule, go to: <http://www.floridahousing.org/FH-ImageWebDocs/Developers/MultiFamilyPrograms/Competitive9PercentHC/Announcements/Rule Ch. 67-60, FAC.pdf>. By submitting an Application, each Applicant further agrees that:
1. **Public Records.** Any material submitted in response to this RFA is a public record pursuant to Chapter 119, Fla. Stat. Per Section 119.071(1)(b)2., the sealed Applications received by the Corporation are exempt from disclosure until such time as the Board provides notice of an intended decision or until 30 Calendar Days after the opening of the sealed Applications, whichever is earlier.
 2. **Noninterference.** At no time during the review and evaluation process, commencing with the Application Deadline and continuing until the Board renders a final decision on the RFA, may Applicants or their representatives contact Board members or Corporation staff concerning their own or any other Applicant's Application. If an Applicant or its representative does contact a Board or staff member in violation of this section, the Board shall, upon a determination that such contact was made in an attempt to influence the selection process, disqualify the Application.
 3. **Requirements.** Proposed Developments will be subject to the requirements of the RFA, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the credit underwriting requirements outlined in Exhibit F of this RFA, the SAIL and Housing Credit requirements of Rule Chapter 67-48, F.A.C., and the Compliance requirements of Rule Chapter 67-53, F.A.C.
- G. The Corporation expects to select one (1) or more Applications to award the funding contemplated by this RFA. Any such Application will be selected through the Corporation's review of each Application, considering the factors identified in this RFA.

SECTION FOUR APPLICATION

To be eligible for points and to be eligible for funding, Section Four ("The Application") must be accessed, completed, and submitted through the website _____. The Application must be printed, the Original Hard Copy must be signed (blue ink is preferred), and the correct number of photocopies of the Original Hard Copy and all Attachments must be made and submitted as outlined in Section Three.

The Corporation will reject any competitive Application submittal and no action will be taken to score the Application if any of the following submission requirements are not met: the Application is not submitted online by the Application Deadline, the required number of hard copies are not submitted by the Application Deadline, the Applicant’s hard copy submission is not contained in a sealed package, or the required Application fee is not submitted as of the Application Deadline.

A. Persons with Developmental Disabilities Demographic Commitment (Mandatory):

1. Applicants must commit to provide 80 percent of the total Units in the proposed Development to Persons with Developmental Disabilities for Permanent Supportive Housing. To better understand the property proposed, Applicants must describe the subpopulation(s) of the Persons with Developmental Disabilities that are intended to reside in the proposed Development. This information will be considered by the Corporation when reviewing and scoring how the proposed construction features and amenities, resident services, and assistance with access to community based services and the community at large will help the intended residents.

Provide a detailed description of the resident household characteristics, needs, and preferences of the intended residents, and how the proposed Development will meet the needs and preferences of the intended residents. Provide the description in the space provided (maximum of 12,000 characters, about 3 pages).

2. Outreach, Marketing and Tenant Selection (Up to 10 Points)

Describe the outreach and marketing activities, beyond those required in the Fair Housing Act as implemented by 24 CFR Part 100, that will be conducted initially and on a continuing basis to market the Development to the focus populations and will be used to develop and retain a pool of prospective residents. Specify any community organizations or agencies that the Applicant will work with to establish and manage a system of referring persons served by these entities to the Development for tenancy. Describe the persons to be referred, the system or process of referring these persons, and related Best Practices to be used in implementation. Describe how the pool of prospective residents will be selected for tenancy. Provide the description in the space provided (maximum of 12,000 characters, about 3 pages).

B. Applicant Information (Mandatory):

1. Provide the Contact Person information requested below:

First Name: _____
Last Name: _____
Street Address: _____
City: _____
State: _____
Zip: _____
Telephone: _____
E-Mail Address: _____

At a minimum, the Name and e-mail address must be provided.

2. Provide the Applicant entity's name: _____
(The site control documents and the finance documents must reflect this name.)

Attachment 1: Provide the IRS determination letter demonstrating that the Applicant entity has been a private Non-Profit organization since August 1, 2012, or earlier.

Attachment 2: Provide the Non-Profit Applicant's Articles of Incorporation documenting that since August 1, 2012, or earlier the Applicant entity's primary mission includes serving Persons with Developmental Disabilities.

Attachment 3: Provide evidence of being a legally formed entity qualified to do business in Florida as of the Application Deadline. The Applicant must include evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements, which may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.

3. QUESTIONS FOR APPLICANTS NOT REQUESTING HOUSING CREDITS:

The Non-Profit Applicant entity must own at least 51 percent of the ownership interest in the Development and must receive at least 50 percent of the Developer overhead (Developer overhead is stated on the Pro Forma).

Does the Applicant entity consist of both Non-Profit and for-profit entities?

- Yes No

If Yes, answer questions 3.a. and 3.b.

- a. Does the Non-Profit Applicant entity own at least 51 percent of the ownership interest in the Development?

- Yes No

- b. Will the Non-Profit Applicant entity receive at least 50 percent of the Developer overhead?

- Yes No

4. REQUIREMENTS FOR APPLICANTS REQUESTING HOUSING CREDITS

a. Provide Items (1), (2) and (3) as Attachment 4:

- (1) Provide the Non-Profit Applicant entity’s Articles of Incorporation documenting that additional purpose of the Non-Profit entity is to foster low-income housing.
- (2) Provide a description/explanation of the role of the Non-Profit entity in the proposed Development.
- (3) Provide the names and addresses of the members of the governing board of the Non-Profit entity.

b. Is the Applicant or one of its general partners or managing members incorporated as a Non-Profit entity pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

- Yes No

If “No”, is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a Non-Profit entity formed pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

- Yes No

c. Is the Applicant or one of its general partners or managing members a 501(c)(3) or 501(c)(4) Non-Profit entity or is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a 501(c)(3) or 501(c)(4) Non-Profit entity?

- Yes No

d. Does the Non-Profit Applicant entity own at least 51 percent of the ownership interest in the Development?

- Yes No

e. Percentage of Developer’s fee that will go to the Non-Profit entity: _____% (This answer must be at least 25 percent.)

f. Year Non-Profit entity was incorporated: _____
(yyyy)

g. Is the Non-Profit entity affiliated with or controlled by a for-profit entity within the meaning of Section 42(h), Internal Revenue Code?

- Yes
- No

If "Yes", state name of the for-profit entity: _____

C. DEVELOPER EXPERIENCE FOR APPLICANTS NOT REQUESTING HOUSING CREDITS:

Applicants that are not requesting Housing Credits will be required to demonstrate at credit underwriting either (i) the Applicant’s Development experience, or (ii) the name and experience of the general contractor that will be involved in the project. The Applicant and/or General Contractor must provide evidence of prior experience constructing and completing residential properties that are similar in size to the Development being proposed by the Applicant.

D. DEVELOPER EXPERIENCE FOR APPLICANTS REQUESTING HOUSING CREDITS:

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

2. Each Developer entity identified at question D.1. (that is not a natural person) must be a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

Attachment 5: For each stated Developer entity that is not a natural person, provide evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements; such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.

3. General Developer Experience:

At least one Principal of the Developer entity, or if more than one Developer entity, at least one Principal of at least one of the Developer entities, must meet the General Developer Experience requirements below.

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

is a single development regardless of the number of buildings within the development for which an IRS Form 8609 has been issued.

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

Attachment 6: For each experienced Developer entity, the Applicant must provide a prior experience chart for at least one (1) experienced Principal of that entity. The prior experience chart for the Principal must reflect the required information stated above for the three (3) completed affordable rental housing developments, one (1) of which must be a Housing Credit development.

E. Operating/Managing Permanent Supportive Housing Experience (Up to 20 Points):

If the Applicant intends to manage the Development, describe the Applicant’s experience in operating and managing Permanent Supportive Housing, including performing operations and management functions specific to the needs of the intended residents described in A.1. If the Applicant does not have experience or if the Applicant expects to use a management company, the Applicant must provide the name of the experienced entity that will act as the management company and describe the management company’s experience in operating and managing Permanent Supportive Housing, including performing operations and management functions specific to the intended residents described in A.1. Management company’s experience should include experience with developments that are similar in size to the proposed Development. Provide the description in the space provided (maximum of 12,000 characters, about 3 pages).

F. General Development Information (Mandatory):

1. State the name of the proposed Development: _____
2. Indicate the County where the proposed Development will be located:

3. The Applicant must state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county for the proposed Development in the space provided.

For Applicants requesting Housing Credits, if the proposed Development consists of Scattered Sites, during the credit underwriting process the Applicant must demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC. However, if the proposed Development consists of Scattered Sites, site control must be demonstrated in the Application for all of the Scattered Sites.

4. Indicate the Development Category for the proposed Development.

- New Construction
- Acquisition with Rehabilitation

Additionally, if the Applicant is requesting Housing Credits and selects the Development Category of acquisition and Rehabilitation, the Applicant must indicate the estimated qualified basis in Rehabilitation expenses per set-aside Unit within one 24-month period for the buildings(s) being rehabilitated: \$_____. This amount must be more than or equal to \$20,000.

5. Select the Development Type(s) of the proposed Development:

- Townhouse
- Duplex
- Triplex
- Quadraplex
- Garden style

6. How many total Units are in the proposed Development? _____ (The minimum number of Units is 30. The maximum number of Units is 100 prior to Individual Room Occupancy designation, which may be designated by the Applicant during credit underwriting. IRO is defined in Exhibit C.)

7. How many total bedrooms are in the proposed Development? _____ (The maximum is 135. Additionally, no more than 20% of the total Units may be 4 bedroom and no Units may consist of more than 4 bedrooms.)

G. Set-Aside Commitments:

1. Income Set-Aside Units - At least 80 percent of the total Units must be rented to households with incomes at or below 60 percent of the area median income (AMI). The Corporation will require that properties use the Multifamily Programs Income Limits (updated each year) to determine resident eligibility under this grant funding. A copy of the 2013 Income Limit Chart for all areas of the state is provided at this link: http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/RentLimits/078-2013_Rent_Limits/2013_Rent_Limits_-_FHFC_Rental_Programs_-_Except_HOME_and_SHIP_-_12-11-2012.pdf. Income certification of the tenants will be required throughout the affordability period.
2. Required ELI Commitments – All Applicants must commit to set aside at least 25 percent of the total Units in the proposed Development to serve Extremely Low Income

households. (This set-aside will be applied towards the larger requirement to have 80 percent of the total Units at or below 60 percent AMI.)

The chart below outlines the maximum income levels defining ELI on a per county basis:

County	AMI Level Defining ELI
Monroe	At or below 25%
Broward, Collier, Palm Beach	At or below 30%
Brevard, Clay, Duval, Miami-Dade, Nassau, Okaloosa, St. Johns, Wakulla	At or below 33%
Alachua, Baker, Bay, Flagler, Gadsden, Gilchrist, Jefferson, Lake, Leon, Manatee, Orange, Osceola, Sarasota, Seminole, Walton	At or below 35%
Charlotte, Escambia, Hernando, Hillsborough, Indian River, Jackson, Lafayette, Lee, Liberty, Martin, Pasco, Pinellas, Polk, St. Lucie, Santa Rosa, Sumter, Union, Volusia	At or below 40%
Bradford, Calhoun, Citrus, Columbia, DeSoto, Dixie, Franklin, Glades, Gulf, Hamilton, Hardee, Hendry, Highlands, Holmes, Levy, Madison, Marion, Okeechobee, Putnam, Suwannee, Taylor, Washington	At or below 45%

Example: For purposes of the Application, an Applicant specifies that the proposed Development will be located in Charlotte County and will have a total of 63 Units. This means that 51 of the Units must be committed to households with incomes at or below 60 percent of the AMI (63 multiplied by 0.80, rounded up), and 16 of those Units (63 multiplied by 0.25, rounded up) must be ELI Units and must be committed to households with incomes at or below 40 percent of the AMI.

3. At credit underwriting, successful Applicants may choose to designate all bedrooms in a Unit as IRO Units. IRO Units must be built to Housing Quality Standards as specified in the IRO definition in Exhibit C. Once a bedroom is designated as an IRO Unit, it shall function as such throughout the entire Affordability Period. Each IRO Unit shall function as a Unit for the purposes of the Applicant’s Income Set-Aside and ELI commitments.

NOTE: If the Applicant chooses to designate bedrooms as IRO Units during the credit underwriting process, the number of Units will be considered to have increased, and the number of set-aside Units and ELI Units will be recalculated based on the increase in Total Units.

4. Affordability Period for proposed Development:
 - a. Applicants that are not requesting Housing Credits must irrevocably commit the income set-aside and ELI Units in the proposed Development for a total of 30 years. [Note to Applicants: Income certification of tenants will be required throughout the affordability period.]
 - b. Applicants that are requesting Housing Credits must irrevocably commit the income set-aside and ELI Units in the proposed Development for a total of 50 years. Note: in submitting its Application, the Applicant knowingly, voluntarily

and irrevocably commits to waive, and does hereby waive, for the duration of the 50-year set-aside period the option to convert to market, including any option or right to submit a request for a qualified contract, after year fourteen (14), and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the 50-year set-aside period at any time prior to the expiration of its full term.

5. ADDITIONAL REQUIREMENT FOR APPLICANTS REQUESTING HOUSING CREDITS:

Select the Minimum Set-Aside per Section 42 of the IRC:

- 20% of Units at 50% Area Median Income (AMI) or lower
- 40% of Units at 60% AMI or lower
- Deep rent skewing option as defined in Section 42 of the IRC, as amended

H. Construction Features and Amenities (Maximum of 10 Points):

Required construction features and amenities are stated in Exhibit D. Applicants may be awarded points for providing the optional features and amenities described below. Applicants will not be given points for describing features that are required in Exhibit D, including federal regulations and state building code requirements.

Green Building/Energy Efficiency features will be given points in #1 and only Accessibility, Adaptability, Universal Design and Visitability features will be given points in #2.

1. Green Building/Energy Efficiency – Additional green building features beyond those required features described in Exhibit D that promote energy efficiency, occupant health and resource conservation. The following responses to these items will be scored based on the following criteria, giving consideration to whether the proposed Development is proposing New Construction, or acquisition and Rehabilitation: (i) Development and long term operating costs compared to the benefit to the property and/or tenants; (ii) impact to the energy efficiency of the property; (iii) improvement to tenants’ health; (iv) resource conservation; and (v) Applicant’s experience implementing proposed features and amenities. (Up to 5 Points)

Provide the description in the space below (maximum of 12,000 characters (approximately 3 typed pages). Up to 3 additional pages of appropriate exhibits, not created by the Applicant, may be provided as Attachment 7 to supplement the description(s).

2. Accessibility, Adaptability, Universal Design and Visitability – In addition to the required features described in Exhibit D, the Applicant may propose and describe any additional accessible and/or adaptable design elements to benefit the intended residents described in A.1. throughout the life of the property. The following responses to these items will be scored based on the following criteria, giving consideration to whether the proposed Development is proposing New Construction, or acquisition and Rehabilitation: (i) improvement to tenants’ health, safety, stability, level of independence and quality of life; and (ii) improvement to tenants’ ability to carry out social relationships. (Up to 5 Points)

Provide the description in the space below (maximum of 12,000 characters (approximately 3 typed pages). Up to 3 additional pages of appropriate exhibits, not created by the Applicant, may be provided as Attachment 8 to supplement the description(s).

I. Resident Services (Maximum 15 Points):

The provision of the required resident services listed in Exhibit D, along with the services committed to by the Applicant below, will be the responsibility of the Applicant, but may be in conjunction with public and/or private partnerships as approved by the Corporation. The services must be available at no cost to the residents and available for their voluntary participation. Resident services will be evaluated on the following criteria: (i) the extent to which the services meet the needs of the intended residents described in A.1.; and (ii) the extent to which the services facilitate the residents’ abilities to live in the community with independence, productivity, stability and choice.

Applicants may be awarded points for providing the following additional services:

a. Employment Services (Up to 10 Points)

An employment services program at no cost to the resident may be provided. If this service is proposed, describe how the residents of the proposed Development will have access, including how the employment services program will meet the comprehensive needs of the intended residents described in A.1. Explain how the employment services program will provide the ongoing supports necessary to ensure the participants’ success in the workplace to obtain competitive jobs that anyone could have regardless of their disability status. Identify the community partners that will comprise the employment services program and the role of each partner. Describe the nature and extent of the relationship between each partner and the proposed development. Typical partners in a successful employment services program can include the following:

- Behavioral health agencies;
- Federally Qualified Health Centers;
- Business and Business Networks

- Regional Workforce Boards;
- One-Stop Career Centers;
- Case management organizations;
- The local public housing authority;
- Community-based non-profit human service agencies;
- The state mental health agency; and
- The state vocational rehabilitation agency.

Identify the entity that will act as the Lead Agency for the employment services program. Describe how the Lead Agency will coordinate the program’s services, procedures and practices and work with the diverse systems each partner represents.

Provide the description in the space below (maximum of 12,000 characters (approximately 3 typed pages). Up to 3 additional pages of appropriate exhibits, not created by the Applicant, may be provided as Attachment 9 to supplement the description(s).

- b. Describe any additional innovative and/or Best Practices in the area of resident services beyond those required in Exhibit D or described above. If the Applicant believes an approach is a Best Practice based on the definition of Best Practice in this RFA, explain why. (Up to 5 Points)

Provide the description in the space below (maximum of 12,000 characters (approximately 3 typed pages). Up to 3 additional pages of appropriate exhibits, not created by the Applicant, may be provided as Attachment 10 to supplement the description(s).

- J. Access to Community-Based Services and Amenities (Maximum 30 Points):

The ability for intended residents described in A.1. to effectively and efficiently access community-based services and resources is vital to assist these households in obtaining and maintaining choice, independence and full inclusion in the community. As specified in each section below, provide a description of the Applicant’s plan to provide access to general community services and amenities, as well as specific supportive services and resources that address the needs of the intended residents described in A.1. If the Development consists of

Scattered Sites that are not contiguous, the Applicant must describe how the Applicant will address access to community services and amenities for all residents on all sites. Applicant responses to these items will be evaluated based on the following criteria: (i) Improvement to tenants' health, safety, stability, education and employment capacities, and quality of life; and (ii) Improvement to tenants' ability to effectively utilize living skills to successfully live in the community.

All Applicants may be awarded points for providing the following information:

1. Describe the community-based services and amenities that will be accessible to residents, such as shopping for groceries, medicine, clothing, and other household and personal items. Include other services and amenities such as public schools, higher education, training and employment. Describe the public and/or private transportation options that will be available to residents of the proposed Development to ensure access to the described services and amenities. (Up to 12 Points)

Provide the description in the space below (maximum of 12,000 characters (approximately 3 typed pages). Up to 3 additional pages of appropriate exhibits, not created by the Applicant, may be provided as Attachment 11 to supplement the description(s).

2. Describe access to community-based resources and services to address the specific healthcare and/or supportive services needs of each intended resident as described in A.1. Describe the public and/or private transportation options that will be available to residents of the proposed Development to ensure access to the described resources and services. (Up to 12 Points)

Provide the description in the space below (maximum of 12,000 characters (approximately 3 typed pages). Up to 3 additional pages of appropriate exhibits, not created by the Applicant, may be provided as Attachment 12 to supplement the description(s).

3. Describe Best Practices not described above that will be implemented by the Applicant that have been found to promote and facilitate residents' full inclusion in their community. Best Practices that support inclusion must be shown to work effectively and must meet the definition provided in this RFA. This may include how the intended residents will be encouraged to take part in the life of their neighborhoods and

communities, e.g. programs or services related to volunteerism, recreation, social activities, education, life skills training or employment. These Best Practices shall be provided by the Applicant and/or by an appropriately executed partnership with public and/or private entities. (Up to 6 Points)

Provide the description in the space below (maximum of 12,000 characters (approximately 3 typed pages). Up to 3 additional pages of appropriate exhibits, not created by the Applicant, may be provided as Attachment 13 to supplement the description(s).

K. Site Control:

Attachment 14: The Applicant must demonstrate that the Applicant entity as named in Question B.2. has control of the Development site(s). To demonstrate site control, provide one or more of the following as applicable (Mandatory):

- a. Deed or Certificate of Title showing the Applicant as the sole grantee; or
- b. Lease, including any sublease or assignment as applicable, showing the Applicant as the lessee or sub-lessee, or as the assignee of such interest. Applicants that are requesting grant funding without Housing Credits must provide a lease with a lease term of at least 30 years from the Application Deadline. Applicants that are requesting grant funding with Housing Credits must provide a lease with a lease term of at least 50 years from the Application Deadline;
- c. Purchase contract, including any assignment as applicable, showing the Applicant as purchaser and evidencing a closing date for the purchase that does not expire prior to a date that is six (6) months from the Application Deadline; or
- d. Written agreement from the current owner of the site, whereby the owner agrees or otherwise commits to grant, donate or gift the site to the Applicant and demonstrating that title to the site will be transferred to the Applicant within six (6) months from the Application Deadline.

L. Ability to Proceed Tie-Breaker:

Applicants will receive Ability to Proceed tie-breaker points in the funding selection process if they demonstrate that the following items are in place as of the Application Deadline.

Ability to Proceed demonstrated as of the Application Deadline	Ability to Proceed Tie-Breaker Points Awarded
Local Government Verification Of Status Of Site Plan Approval For	1

Multifamily Developments (form)	
Verification Of Availability Of Infrastructure – Electricity (form or letter from Local Government)	1
Verification Of Availability Of Infrastructure – Water (form or letter from Local Government)	1
Verification Of Availability Of Infrastructure - Sewer Capacity, Package Treatment, Or Septic Tank (form or letter from Local Government)	1
Verification Of Availability Of Infrastructure – Roads (form or letter from Local Government)	1
Local Government Verification That Development Is Consistent With Zoning And Land Use Regulations OR Local Government Verification That Permits Are Not Required For This Development (form)	1
Total Ability to Proceed Tie-Breaker Points Available	6

Attachment 15: Provide properly executed forms or letters demonstrating ability to proceed. One tie-breaker point will be awarded for each form or letter provided that is properly executed as outlined above. The forms are provided at http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_ListPage.aspx?PageID=80. For the Local Government Verification forms and the Infrastructure forms, an executed letter from the proper entity authorized in such matters may also be considered in lieu of the form if it includes all the relevant information stated on the form.

M. Funding:

All Applicants must request Grant funding and may request additional types of funding as outlined below. These sources must be reflected on the Pro Forma and may be adjusted in credit underwriting.

1. FOR APPLICANTS THAT ARE NOT REQUESTING HOUSING CREDITS

- a. Grant Funding: Applicants may request up to \$3,000,000 in Grant funding. Requests that exceed the maximum Request Amount will be adjusted down to the maximum Request Amount.

What is the Applicant’s Grant Request Amount? \$_____

Applicants must enter the Grant Request Amount as a source on the Pro Forma.

- b. SAIL funding: Applicants may request up to \$10,000 per bedroom in SAIL funding. Requests that exceed the maximum Request Amount will be adjusted down to the maximum Request Amount. The loan will have a 0% Interest Rate. Remaining terms are outlined in Rule Chapter 67-48, F.A.C. Multiply the number of bedrooms stated in question F.7. by 10,000. This is the maximum request amount.

What is the Applicant’s SAIL Loan Request Amount? \$_____

The SAIL Loan Request Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers. Applicants must enter the SAIL Loan Request Amount as a source on the Pro Forma.

c. **ELI Funding:** Applicants may request ELI Funding. To determine the maximum amount of ELI funding allowable, an Applicant must first determine how many Units will be provided by bedroom count (e.g., number of 1-bedroom Units, number of 2-bedroom Units, etc.) (“Unit Mix”). Then 25% of the Units must be designated as ELI Units, and these Units must be proportionately distributed across each Unit Mix. [NOTE: If the Applicant chooses to designate IRO Units at credit underwriting, no additional ELI funding will be made available.]

(1) How many Units will have 0 bedrooms? _____
 As a result, how many of these will be ELI Units (25%)? _____
 Multiply the number of ELI Units by \$65,000 \$ _____

(2) How many Units will have 1 bedroom? _____
 As a result, how many of these will be ELI Units (25%)? _____
 Multiply the number of ELI Units by \$70,000 \$ _____

(3) How many Units will have 2 bedrooms? _____
 As a result, how many of these will be ELI Units (25%)? _____
 Multiply the number of ELI Units by \$75,000 \$ _____

(4) How many Units will have 3 bedrooms? _____
 As a result, how many of these will be ELI Units (25%)? _____
 Multiply the number of ELI Units by \$80,000 \$ _____

(5) How many Units will have 4 bedrooms? _____
 As a result, how many of these will be ELI Units (25%)? _____
 Multiply the number of ELI Units by \$80,000 \$ _____
 (no more than 20% of the total Units may be 4 bedroom Units and no Units may consist of more than 4 bedrooms)

Add the amounts of funding calculated in (1) plus (2) plus (3) plus (4) plus (5) to determine the maximum ELI Funding Request amount. Requests that exceed the maximum Request Amount will be adjusted down to the maximum Request Amount.

(6) What is the Applicant’s ELI Funding Request Amount? \$ _____
 The ELI Funding Request Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers. Applicants must enter the ELI Funding Request Amount as a source on the Pro Forma.

2. FOR APPLICANTS REQUESTING HOUSING CREDITS AND GRANT FUNDING

a. **Grant Funding:** Applicants may request up to \$1,500,000 in Grant funding. Requests that exceed the maximum Request Amount will be adjusted down to the maximum Request Amount.

What is the Applicant’s Grant Request Amount? \$ _____
 Applicants must enter the Grant Request Amount as a source on the Pro Forma.

- b. Housing Credits: Applicants may request up to \$1,100,000 in Housing Credits. Requests that exceed the maximum Request Amount will be adjusted down to the maximum Request Amount.

What is the Applicant’s Housing Credit Request Amount? \$ _____
 Enter this amount on the Pro Forma.

- c. SAIL funding: Applicants may request up to \$10,000 per bedroom in SAIL funding. Requests that exceed the maximum Request Amount will be adjusted down to the maximum Request Amount. The loan will have a 0% Interest Rate. Remaining terms are outlined in Rule Chapter 67-48, F.A.C. Multiply the number of bedrooms stated in question F.7. by 10,000. This is the maximum request amount.

What is the Applicant’s SAIL Loan Request Amount? \$ _____
 The SAIL Loan Request Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers. Applicants must enter the SAIL Loan Request Amount as a source on the Pro Forma.

- d. ELI Funding: Applicants may request ELI Funding. To determine the maximum amount of ELI funding allowable, an Applicant must first determine how many Units will be provided by bedroom count (e.g., number of 1-bedroom Units, number of 2-bedroom Units, etc.) (“Unit Mix”). Then 25% of the Units must be designated as ELI Units, and these Units must be proportionately distributed across each Unit Mix. [NOTE: If the Applicant chooses to designate IRO Units at credit underwriting, no additional ELI funding will be made available.]

(1) How many Units will have 0 bedrooms? _____
 As a result, how many of these will be ELI Units (25%)? _____
 Multiply the number of ELI Units by \$65,000 \$ _____

(2) How many Units will have 1 bedroom? _____
 As a result, how many of these will be ELI Units (25%)? _____
 Multiply the number of ELI Units by \$70,000 \$ _____

(3) How many Units will have 2 bedrooms? _____
 As a result, how many of these will be ELI Units (25%)? _____
 Multiply the number of ELI Units by \$75,000 \$ _____

(4) How many Units will have 3 bedrooms? _____
 As a result, how many of these will be ELI Units (25%)? _____
 Multiply the number of ELI Units by \$80,000 \$ _____

(5) How many Units will have 4 bedrooms? _____
 As a result, how many of these will be ELI Units (25%)? _____
 Multiply the number of ELI Units by \$80,000 \$ _____
 (no more than 20% of the total Units may be 4 bedroom Units and no Units may consist of more than 4 bedrooms)

Add the amounts of funding calculated in (1) plus (2) plus (3) plus (4) plus (5) to determine the maximum ELI Funding Request amount. Requests that exceed the maximum Request Amount will be adjusted down to the maximum Request Amount.

- (6) What is the Applicant's ELI Funding Request Amount? \$ _____
The ELI Funding Request Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers. Applicants must enter the ELI Funding Request Amount as a source on the Pro Forma.

N. Development Cost Pro Forma:

1. Applicants must complete a Development Cost Pro Forma detailing the anticipated expenses and sources of funding as part of the online Application. The printed version of the Pro Forma that is used when applying for Grant funding WITHOUT Housing Credits is attached as Exhibit A of this RFA. The printed version of the Pro Forma used when applying for Grant funding AND Housing Credits is attached as Exhibit B of this RFA. Sources of funding must equal or exceed uses of funding.
2. Applicants that are requesting Housing Credits must provide documentation to demonstrate financing proposals or commitments of funding for all non-Corporation funding sources listed on the Pro Forma. The specific requirements for this documentation are outlined in Exhibit E. These sources will be used when calculating the Qualifying Financial Assistance tie-breaker.
3. The Corporation has certain fees that should be reflected on the Development Cost Pro Forma. These are outlined in Section Six, G. of this RFA.
4. For Non-Housing Credit Applicants, Developer overhead shall be limited to 10% of Development cost.
5. For Housing Credit Applicants, Developer fee shall be limited to 16% of Development cost.
6. To ensure that these scarce resources are allocated to Developments in a prudent manner, after preliminary awards are made, the Corporation will finalize the appropriate amount of the award based on needs determined in credit underwriting.

O. Applicant Certification and Acknowledgement:

The Application labeled "Original Hard Copy" that is submitted must have an original signature (blue ink is preferred). By submitting its Application, the Applicant acknowledges and certifies that:

1. All requirements outlined in the RFA will be met, as well as all commitments made by the Applicant in the Application.

2. The information outlined in Exhibit G, as well as the information required in Rule Chapter 67-48, F.A.C., will be provided in the timeframes prescribed by the Corporation and/or the Credit Underwriter.
3. The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 pursuant to Rule Chapter 67-48, F.A.C., and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
4. The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Board as further outlined in Exhibit F, Part III of the RFA.
5. The Applicant understands that it is the Non-Profit entity's responsibility to contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period.
6. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, and Accountant, will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.
7. If the Applicant is requesting Housing Credits, the experienced Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal.
8. The total number of Units stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to the total Unit limitation outlined in the RFA and written request of an Applicant to Corporation staff and approval of the Corporation.
9. If the Applicant is requesting Housing Credits, the invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in service prior to the year in which it received its allocation.

10. The Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. Commitments to set aside residential Units made by those Applicants that receive funding will become the minimum set-aside requirements for any other Corporation funds that the Applicant may receive in the future for the same Development.
11. The Applicant's commitments will be included in the Land Use Restriction Agreement and Extended Use Agreement, as applicable, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
12. The applicable fees outlined in Section Six, G., of the RFA will be due as outlined in this RFA, Rule Chapter 67-48, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter.
13. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation Staff.
14. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
15. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. In addition, if requesting Housing Credits, the Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
16. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and, to the best of the Applicant's knowledge; the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.

17. The Applicant shall adhere to applicable outreach, marketing and tenant selection laws stated in the Fair Housing Act as implemented by 24 CFR Part 100, and commit to a viable plan for tenant outreach, marketing, referral and selection as approved by the Corporation during the credit underwriting process;
18. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Forms 8821 for all Financial Beneficiaries in order to obtain a recommendation for a Housing Credit Allocation.
19. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

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

Signature of Applicant

Name (typed or printed)

Title (typed or printed)

**SECTION FIVE
EVALUATION PROCESS**

Mandatory Items and Items for which Points may be awarded:

Mandatory Items
Demographic Commitment description
Contact information
Name of Applicant
Evidence Applicant is a evidence of being a legally formed entity qualified to do business in Florida
Evidence that since August 1, 2012, or earlier, the Applicant is a private nonprofit organization
Evidence that since August 1, 2012, or earlier, the Applicant entity's primary mission includes serving Persons with Developmental Disabilities
Applicants NOT requesting Housing Credits must demonstrate:
Nonprofit Applicant entity owns at least 51% of ownership interest in Development
Nonprofit Applicant entity is receiving at least 50% of the Developer overhead
Applicants requesting Housing Credits must provide:
Evidence that the additional purpose of the Non-Profit entity is to foster low-income housing
Description/explanation of the role of the Non-Profit
Names and addresses of the governing board of the Non-Profit
Answer all questions including those confirming that the Nonprofit Applicant entity owns at least 51% of ownership interest in Development and Nonprofit Applicant entity is receiving at least 25% of the Developer fee
Developer Experience

Name of Proposed Development
County in which the proposed Development is located
Address of Development Site
Development Category
Development Type
Total Number of Units
Total Number of Bedrooms
Evidence of Site Control
Funding Request Amount
Development Cost Pro Forma (listing expenses and expenses) and Construction/Rehab. analysis and Permanent analysis (listing sources) – Sources must equal or exceed expenses
Financing Documentation
Executed Applicant Certification and Acknowledgement (original signature in “Original Hard Copy”

Items for which Points may be Awarded	Maximum Points
Outreach/Marketing and Tenant Selection	10
Operating/Managing Permanent Supportive Housing Experience	20
Construction Features and Amenities	
Optional Green Building	5
Optional Accessibility, Adaptability, Universal Design and Visitability features and amenities	5
Optional Resident Services	
Supported Employment Services	15
Innovative and/or Best Practices in the area of resident services	5
Access to Community-Based Services and Amenities:	
Groceries, schools, household shopping, employment	12
Specific healthcare/supportive service needs of intended residents	12
Other Innovative/Best Practices	6
Total Possible Points:	90

A. Tie Breakers to Be Used in Funding Selection - All Applications will receive points as outlined above. In the event that multiple Applications receive the same amount of points, tie-breakers will be used in the following order to determine how Applications are sorted in the funding selection process.

1. Total Development Cost Per Unit Limitation:

To receive the TDC Preference, the Corporation will multiply the Applicant’s Total Development Cost stated on the Pro Forma, exclusive of land costs, by 0.75 and the resulting amount will be divided by the total number of Units in the proposed Development, giving a per Unit amount. This per Unit amount must be equal to or less than the maximum amounts of the Total Development Cost provided on the TDC Per Unit Limitation chart below.

Total Development Cost Per Unit Limitations

	New Construction	Acquisition and Rehabilitation
Maximum TDC Per Unit (exclusive of land costs) (with multiplier of 0.75 applied)	\$163,000	\$137,000

Any Application that has a Total Development Cost Per Unit Limitation equal to or less than the limits specified in the chart above will receive preference over those that exceed the Total Development Cost Per Unit Limitation.

2. Ability to Proceed Points – Points will be awarded based on the chart provided in Section Four, L., above. Applicants with the highest number of points will receive preference.
3. Qualifying Financial Assistance Preference – Applicants that can demonstrate use of funding sources from local or other non-Corporation sources (all of which for purposes of this provision will be considered to be “Qualifying Financial Assistance”) will receive preference in the funding selection process if such sources are equal to at least ten (10) percent of the Applicants’ grant request amount. These amounts of funding must be included in the Development Cost Pro Forma. If the Applicant qualifies for this preference and is awarded funding under this RFA, the Applicant must provide and maintain at least ten (10) percent of the grant request amount in Qualifying Financial Assistance within the permanent sources of financing. Applicants requesting Housing Credits must submit documentation for these funding sources.
4. Loan Request Leveraging – Preference will be given to the Applicant that requires the lowest dollar amount of loan funding from the Corporation per Unit. The total amount of the loan funding requested shall be the total of the SAIL Loan Request Amount and the ELI Funding Request Amount. This total will then be divided by the total number of housing Units proposed in the Application. The resulting calculation shall be the Loan Request Amount per Unit.

For example, if in addition to grant funds, the Applicant seeks \$900,000 in ELI Funding and \$900,000 in SAIL Loan funds (for a total amount of \$1,800,000) to build 45 Units, the proposed development would be ranked based on a Loan Request Leveraging amount of \$40,000 per housing Unit.

5. Florida Job Creation Preference - Section 420.507, Florida Statutes, requires all of the Corporation’s competitive programs to include a preference for Applications that demonstrate the highest rate of Florida job creation in the development and construction of affordable housing. Determination of the Florida Job Creation score will be based on the following information:
 - The number of new construction and/or rehabilitation Units committed to by the Applicant (as stated by the Applicant at Section Four F.6. of the RFA);
 - The applicable Florida job creation rate for the type of Units:

- 3.376 Florida Jobs per Unit for proposed New Construction multifamily Units; and
- 1.534 Florida Jobs per Unit for proposed Rehabilitation multifamily Units.
- The total Request Amounts added together for the ELI Funding and SAIL Loan (Total ELI-SAIL Funding).

To determine eligibility for the preference, the Corporation will calculate each Application's Florida Job Creation score, which will reflect the number of Florida jobs per \$1 million of Total ELI-SAIL Funding.

Applications that are requesting Housing Credits with a Florida Job Creation score equal to or greater than 65 will qualify for the Florida Job Creation Ranking Preference and will have a funding preference over another Applicant that does not meet the minimum qualification. Applications that are not requesting Housing Credits with a Florida Job Creation score equal to or greater than 40 will qualify for the Florida Job Creation Ranking Preference and will have a funding preference over another Applicant that does not meet the minimum qualification.

The Corporation will calculate the Rate of Florida Job Creation using the following formulas:

- a. Developments consisting of only new construction of multifamily Units:

Number of New Construction multifamily Units x 3.376 Florida Jobs per Unit x 1,000,000 / Total ELI-SAIL Funding = Florida Jobs per \$1 million of Total ELI-SAIL Funding.

New Construction Housing Credit example:

Application A consists of 80 New Construction multifamily Units (with 120 bedrooms) and the Request Amounts of the identified funding totals \$2,650,000, comprised \$1,450,000 of ELI funding and \$1,200,000 of SAIL Loan. Application A is also requesting Housing Credits and grant funding.

$80 \times 3.376 \times 1,000,000 / 2,650,000 =$ Florida Job Creation score of 101.917.

- b. Developments consisting of rehabilitation of multifamily Units:

Number of rehabilitation multifamily Units x 1.534 Florida Jobs per Unit x 1,000,000 / Total ELI-SAIL Funding = Florida Jobs per \$1 million of Total ELI-SAIL Funding.

Rehabilitation Housing Credit example:

Application B consists of a total of 80 rehabilitation multifamily Units (with a total of 120 bedrooms) and the Request Amounts of the identified funding totals \$2,650,000, comprised of \$1,450,000 of ELI funding and \$1,200,000 of SAIL Loan. Application B is also requesting Housing Credits and grant funding.

$80 \times 1.534 \times 1,000,000 / 2,650,000 = \text{Florida Job Creation score of } 46.309.$

In above examples, Application A will qualify for the Job Creation Preference because it has a Florida Job Creation score that is at least 65. Application B will not qualify for the Florida Job Creation Preference because it has a Florida Job Creation score that is less than 65.

6. Lottery – if the tie-breakers above do not break all ties, then the Application that received the lowest lottery number will receive preference.

B. Funding Selection

Eligibility Requirements: Applications must provide all Mandatory Items and meet all submission requirements to be eligible to be considered for funding.

Funding Test: Applications will be selected for funding only if there is enough funding available to fully fund the grant request amount and, if applicable, the eligible Housing Credit request amount (“Funding Test”).

County Test: Funding will be limited to one (1) Application per county (County Test), unless the only eligible Applications that can meet the Funding Test are located in a county where an Application has already been awarded funding. This exception is further outlined below.

Sorting Order: All eligible Applications will be sorted from highest score to lowest score, applying tie-breakers in the order described in A. above.

Selection process: The Corporation has a goal to fund one Development that is not requesting Housing Credits. The first Application selected for funding will be the highest ranking eligible Application that meets this goal. Once this goal has been met or it is determined that it cannot be met, the highest scoring eligible unfunded Application(s) requesting both Housing Credits and grant funding that can meet the County Test and the Funding Test will be selected for funding.

If an eligible Application cannot meet the County Test and Funding Test, the next lower ranked eligible Application will be considered (also subject to the same tests).

If grant funding remains and there are no eligible Applications that can pass the County Test and Funding Test, then the highest scoring eligible unfunded Application(s) that can be fully funded will be selected, without regard to the County Test. If it is determined that no eligible unfunded Applications can be fully funded, then the remaining funding will be awarded to the highest scoring eligible unfunded Application, provided that there is enough grant funding remaining to fund at least 90% of the Applicant’s Request Amount (90% Test), and that there is enough Housing Credit funding to fully fund the HC Request Amount. If none of the unfunded eligible Applications meet the 90% Test, no further Applications will be considered for funding and any remaining funding will be distributed as approved by the Board.

Funding that becomes available after the Board takes action on the Committee’s recommendation(s), due to an Applicant declining its invitation to enter credit underwriting or

the Applicant's inability to satisfy a requirement outlined in this RFA, and/or provisions outlined in Exhibit G, will be distributed as approved by the Board.

SECTION SIX AWARD PROCESS

- A. The Corporation's executive director will appoint a staff review Committee. Each member of the review Committee will be assigned a certain part of each Application to review and score, consulting with non-Committee Corporation staff and legal counsel as necessary and appropriate. When the review Committee meets, each review Committee member will report their scores, and the Committee will carry out funding selection and make recommendations on the awards to the Corporation's Board of Directors.
- B. The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applicants to be considered for award, and make any adjustments deemed necessary to best serve the interests of the Corporation's mission. The Committee will list the Applications deemed eligible for funding in order from highest total score to lowest total score, applying the funding selection criteria outlined in Section Five B. above, and develop a recommendation or series of recommendations to the Board.
- C. The Board may use the Applications, the Committee's scoring, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Applicants to whom to award funding. The Board will approve the preliminary awards. Each approved Application will enter into credit underwriting, and final grant awards will be sent to the Board for approval before construction starts. Notwithstanding an award by the Board pursuant to this RFA, funding will be subject to a positive recommendation from the Credit Underwriter based on criteria outlined in the credit underwriting provisions in Exhibit F.
- D. The Corporation shall provide notice of its decision, or intended decision, for this RFA on the Corporation's Website the day of the applicable Board vote. After posting, an unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., et. al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et. al., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.
- E. Technical Assistance
- The Corporation reserves the right to assign a technical assistance provider (at no charge to the Applicant) for any Application that receives an award from the Corporation's Board of Directors. If assigned, the provider will assist the Applicant in formalizing the Development plans proposed in the response to this RFA.
- F. Construction and Post Construction Requirements
- Properties funded under this RFA will be required to be monitored for compliance to requirements in this RFA, both during and after construction, and for the entire affordability period.

Rent Limits - The Corporation expects to use the Multifamily Rental Programs Rent Limits (updated each year) to determine maximum rents under this grant funding that may be charged for Units. A copy of the 2013 Rent Limits for all areas of the state is provided at:

http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/RentLimits/078-2013_Rent_Limits/2013_Rent_Limits_-_FHFC_Rental_Programs_-_Except_HOME_and_SHIP_-_12-11-2012.pdf

G. Fees – TO BE PROVIDED

1. Non-refundable Application Fee
\$500 for all Applications requesting Grants without Housing Credits
\$3,000 for all Applications requesting Grants and Housing Credits
2. Credit Underwriting Fees, including initial fee and possible additional fees for multiple Corporation funding resources (if applicable)
3. Grant/Loan Commitment Fees
4. Compliance Monitoring Fees, both annual and pre-paid, based on monitoring requirements, and follow up reviews as needed
5. Construction Inspection Fees
6. Grant/Loan Closing Extension Fees
7. Housing Credit Award Administrative Fee
8. Other fees as specified in Rule Chapter 67-48, F.A.C.

- NOTES:
- (1) Developer Overhead may not exceed 10% of Development Cost.
The fee 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, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting.
 - (4) After preliminary awards are made, Florida Housing will finalize the amount of grant funding based the needs determined by credit underwriting.

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

	AMOUNT
DEVELOPMENT COSTS	
<i>Actual Construction Costs</i>	
Demolition	\$ _____
New Rental Units	\$ _____
Rehab of Existing Rental Units	\$ _____
*Other (explain in detail)	\$ _____
A. TOTAL ACTUAL CONSTRUCTION COSTS	\$ 0
<i>General Development Costs</i>	
Accounting Fees	\$ _____
Appraisal	\$ _____
Architect's Fee	\$ _____
Builder's Risk Insurance	\$ _____
Building Permit	\$ _____
Engineering Fees	\$ _____
Environmental Report	\$ _____
FHFC Application Fee	\$ _____
FHFC Compliance Fee	\$ _____
FHFC Credit Underwriting Fees	\$ _____
FHFC Inspection Fees	\$ _____
*Impact Fees (list in detail)	\$ _____
Insurance	\$ _____
Legal Fees	\$ _____

	AMOUNT
Property Taxes	\$ _____
Soil Test Report	\$ _____
Survey	\$ _____
Title Insurance & Recording Fees	\$ _____
Utility Connection Fee	\$ _____
*Other (explain in detail)	\$ _____
B. TOTAL GENERAL DEVELOPMENT COST	\$ 0
C. ACQUISITION COST OF EXISTING PROPERTY*	\$ _____
D. DEVELOPMENT COST (A+B+C)	\$ 0
E. DEVELOPER'S OVERHEAD (1)	\$ _____
<i>Financial Costs</i>	
Loan Origination/Commitment Fee(s)	\$ _____
Construction Loan Interest	\$ _____
Loan Closing Costs	\$ _____
*Other (explain in detail)	\$ _____
F. TOTAL FINANCIAL COST	\$ 0
G. CONTINGENCY RESERVES (2)	\$ _____
H. TOTAL DEVELOPMENT COST (D+E+F+G)	\$ 0

*As part of the Property Acquisition Costs provided in C. above, what is your estimated cost attributable to just the land? \$ _____

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: _____

General Development Costs

(as listed at Item B)

Impact Fees: _____

Other: _____

Financial Costs

(as listed at Item F)

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.

CONSTRUCTION or REHAB ANALYSIS

AMOUNT

LOCATION OF DOCUMENTATION

A. Total Development Costs \$ 0

B. Construction or Rehab Funding Sources:

- 1. FHFC Grant (4) \$ _____
- 2. FHFC ELI Funding \$ _____
- 3. FHFC SAIL Loan \$ _____
- 4. First Mortgage Financing \$ _____
- 5. Second Mortgage Financing \$ _____
- 6. Third Mortgage Financing \$ _____
- 7. Deferred Developer Overhead \$ 0
- 8. Non-FHFC Grants - Pending \$ _____
- 9. Non-FHFC Grants - Approved \$ _____
- 10. Non-FHFC Grants - Received \$ _____
- 11. Other: _____ \$ _____
- 12. Other: _____ \$ _____
- 13. Total Sources \$ _____

(100% not paid during construction phase)

C. Construction Sources less Total Development Costs (B.13. - A.): \$ _____

(Must be equal to or greater than zero)

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.

PERMANENT ANALYSIS

AMOUNT

LOCATION OF DOCUMENTATION

A. Total Development Costs \$ 0

B. Permanent Funding Sources:

1. FHFC Grant (4) \$ _____

2. FHFC ELI Funding \$ _____

3. FHFC SAIL Loan \$ _____

4. First Mortgage Financing \$ _____

5. Second Mortgage Financing \$ _____

6. Third Mortgage Financing \$ _____

7. Non-FHFC Grants - Pending \$ _____

8. Non-FHFC Grants - Approved \$ _____

9. Non-FHFC Grants - Received \$ _____

10. Other: _____ \$ _____

11. Other: _____ \$ _____

12. Total Sources \$ _____

C. Permanent Sources less Total Development Costs (B.10. - A.):

\$ _____

(Must be equal to or greater than zero)

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.

- NOTES:
- (1) The Developer Fee shall be limited to 16 percent of Development Cost. Any portion of the fee that has been deferred must be included in Total Development Cost.
 - (2) If Housing Credit equity is being used as a source of financing, complete Columns 1 and 2. Otherwise, only complete Column 2.
 - (3) In reference to impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
 - (4) The only Contingency Reserves allowed are amounts that cannot exceed 5% for Development Category of New Construction and 15% for Development Category of Rehabilitation.
 - (5) Applicants using HC equity funding should list an estimated compliance fee amount in column 2.
 - (6) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting and Final Cost Certification Application, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.
 - (7) After preliminary awards are made, Florida Housing will finalize the amount of grant funding based the needs determined by credit underwriting.

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

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE	3 TOTAL
DEVELOPMENT COSTS			
<i>Actual Construction Costs</i>			
Accessory Buildings	_____	_____	_____
Demolition	_____	_____	_____
New Rental Units	_____	_____	_____
*Off-Site Work (explain in detail)	_____	_____	_____
Recreational Amenities	_____	_____	_____
Rehab of Existing Common Areas	_____	_____	_____
Rehab of Existing Rental Units	_____	_____	_____
Site Work	_____	_____	_____
*Other (explain in detail)	_____	_____	_____
A1. TOTAL ACTUAL CONSTRUCTION COSTS	\$ _____	\$ _____	\$ _____
<i>General Development Costs</i>			
Accounting Fees	_____	_____	_____
Appraisal	_____	_____	_____

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE	3 TOTAL
<i>General Development Costs (Cont'd)</i>			
Architect's Fee - Site/Building Design	_____	_____	_____
Architect's Fee - Supervision	_____	_____	_____
Builder's Risk Insurance	_____	_____	_____
Building Permit	_____	_____	_____
Brokerage Fees - Land/Buildings	_____	_____	_____
Capital Needs Assessment	_____	_____	_____
Engineering Fees	_____	_____	_____
Environmental Report	_____	_____	_____
FHFC Administrative Fee	_____	_____	_____
FHFC Application Fee	_____	_____	_____
FHFC Compliance Fee (5)	_____	_____	_____
FHFC Credit Underwriting Fees	_____	_____	_____
Green Building Certification/ HERS Inspection Costs	_____	_____	_____
*Impact Fees (list in detail)	_____	_____	_____
Inspection Fees	_____	_____	_____
Insurance	_____	_____	_____
Legal Fees	_____	_____	_____
Market Study	_____	_____	_____
Marketing/Advertising	_____	_____	_____
Property Taxes	_____	_____	_____
Soil Test Report	_____	_____	_____
Survey	_____	_____	_____
Title Insurance & Recording Fees	_____	_____	_____
Utility Connection Fee	_____	_____	_____
*Other (explain in detail)	_____	_____	_____
A2. TOTAL GENERAL DEVELOPMENT COST	\$ _____	\$ _____	\$ _____

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE	3 TOTAL
<i>Financial Costs</i>			
Construction Loan Origination/ Commitment Fee(s)	_____	_____	_____
Construction Loan Credit Enhancement Fee(s)	_____	_____	_____
Construction Loan Interest	_____	_____	_____
Permanent Loan Origination/ Commitment Fee(s)	_____	_____	_____
Permanent Loan Credit Enhancement Fee(s)	_____	_____	_____
Permanent Loan Closing Costs	_____	_____	_____
Bridge Loan Origination/ Commitment Fee(s)	_____	_____	_____
Bridge Loan Interest	_____	_____	_____
Non-Permanent Loan(s) Closing Costs	_____	_____	_____
*Other (explain in detail)	_____	_____	_____
A3. TOTAL FINANCIAL COSTS	\$ _____	\$ _____	\$ _____
B1. ACQUISITION COST OF EXISTING DEVELOPMENTS (EXCLUDING LAND) Existing Buildings	\$ _____	\$ _____	\$ _____
B2. *Other (explain in detail)	\$ _____	\$ _____	\$ _____
C. DEVELOPMENT COST (A1+A2+A3+B1+B2)	\$ _____	\$ _____	\$ _____
D. DEVELOPER'S FEE (1)	\$ _____	\$ _____	\$ _____
E. CONTINGENCY RESERVES (4)	\$ _____	\$ _____	\$ _____
F. TOTAL LAND COST	_____	\$ _____	\$ _____
G. TOTAL DEVELOPMENT COST (C+D+E+F)	\$ _____	\$ _____	\$ _____

Detail/Explanation Sheet

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

DEVELOPMENT COSTS

Actual Construction Cost

(as listed at Item A1.)

Off-Site Work: _____

Other: _____

General Development Costs

(as listed at Item A2.)

Impact Fees: _____

Other: _____

Financial Costs

(as listed at Item A3.)

Other: _____

Acquisition Cost of Existing Developments

(as listed at Item B2.)

Other: _____

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

CONSTRUCTION or REHAB ANALYSIS

AMOUNT

LOCATION OF DOCUMENTATION

A. Total Development Costs \$

B. Construction or Rehab Funding Sources:

- 1. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant. \$ Attachment
- 2. FHFC Grant (7) \$ Attachment
- 3. FHFC ELI Funding \$ Attachment
- 4. FHFC SAIL Loan \$ Attachment
- 5. First Mortgage Financing \$ Attachment
- 6. Second Mortgage Financing \$ Attachment
- 7. Third Mortgage Financing \$ Attachment
- 8. Non-FHFC Grants \$ Attachment
- 9. HC Equity - Partner's Contribution \$ Attachment
- 10. HC Equity Bridge Loan \$ Attachment
- 11. USDA RD Financing:
 - a. RD 514/516 \$ Attachment
 - b. RD 515 \$ Attachment
 - c. RD 538 \$ Attachment
- 12. Other: \$ Attachment
- 13. Other: \$ Attachment
- 14. Deferred Developer Fee \$
- 15. Total Sources \$

C. Construction Sources less Total Development Costs (B.15. - A.): \$

(Must be equal to or greater than zero)

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB

PERMANENT ANALYSIS	AMOUNT	LOCATION OF DOCUMENTATION
A. Total Development Costs	\$ 	
B. Permanent Funding Sources:		
1. HC Syndication/HC Equity Proceeds	\$ _____	Attachment _____
2. FHFC Grant (7)	\$ _____	Attachment _____
3. FHFC ELI Funding	\$ _____	Attachment _____
4. FHFC SAIL Loan	\$ _____	Attachment _____
5. First Mortgage Financing	\$ _____	Attachment _____
6. Second Mortgage Financing	\$ _____	Attachment _____
7. Third Mortgage Financing	\$ _____	Attachment _____
8. Non-FHFC Grants	\$ _____	Attachment _____
9. HC Equity - Partner's Contribution	\$ _____	Attachment _____
10. USDA RD Financing:		
a. RD 514/516	\$ _____	Attachment _____
b. RD 515	\$ _____	Attachment _____
c. RD 538	\$ _____	Attachment _____
11. Other: _____	_____	Attachment _____
12. Other: _____	_____	Attachment _____
13. Deferred Developer Fee	\$ _____	
14. Total Sources	\$ 	
C. Permanent Sources less Total Development Costs (B.14. - A.):	\$ 	(Must be equal to or greater than zero)

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB

Exhibit C to RFA-2013-004 – Definitions

“Best Practice”	A program, activity or strategy that has been field tested and has been shown to work effectively and produce successful outcomes and is supported by subjective and objective evaluation and research.
“ELI Loan Loan”	A forgivable loan for each ELI set-aside Unit committed to by the Applicant, as described in Exhibit F of the RFA.
“Individual Room Occupancy” or “IRO”	The primary residence of an occupant and has a lease separate from other IROs or Units. For purposes of this RFA, an IRO must be located within a Unit and tenants living in IRO Units must have non-exclusive access to shared living facilities, consisting of a kitchen and a living/dining area in a Unit; and may be required to be a specified minimum size, include a closet of a specified minimum size, have a lockable door, and have a bathroom within the Unit. In addition, each IRO Unit will be occupied by one individual who will enter into a separate lease agreement for exclusive possession of the IRO Unit and enclosed bathroom. As with all Units, IROs must meet HUD Housing Quality Standards (HQS) as specified in 24 CFR § 982.401. However, the standards in § 982.605 apply in place of § 982.401(b) (sanitary facilities), § 982.401(c) (food preparation and refuse disposal), and § 982.401(d) (space and security). Square footage of IRO Units may not be averaged to meet minimum square footage requirements.
“Interested Party”	Any person or entity that requests a copy of this Request for Proposals from the Corporation.
“Permanent Supportive Housing”	Rental housing that is affordable to the focus households with household incomes at or below 60 percent of area median income (AMI), that is leased to the focus households, for continued occupancy with an indefinite length of stay as long as the Permanent Supportive Housing tenant complies with lease requirements. Permanent Supportive Housing shall facilitate and promote activities of daily living, access to community-based services and amenities, and inclusion in the general community. Permanent Supportive Housing shall strive to meet the needs and preferences of the focus households.
“Person with a Developmental Disability”	Per section 393.063(9), F.S., means a person with a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.
"Unit"	A set of living quarters in a property. Units are those in which the occupants live separately from any other persons in the building and which have direct access from the outside of the building or through a common hall. The occupants may be a family, one person living alone, or any other group of related or unrelated persons who share living arrangements.

"Visitability" Housing designed in such a way that it can be lived in or visited by people who are mobility impaired. This includes the ability of people with a mobility aid to easily enter a home and move from room to room, including at least one bathroom on an accessible level.

"Website" The Corporation's website, the Universal Resource Locator (URL) for which is www.floridahousing.org.

Exhibit D to RFA-2013-004 – Required Construction Features and Amenities, and Required Resident Services

A. Federal Requirements and State Building Code Requirements:

All proposed Developments must meet all federal requirements and state building code requirements, including, but not limited to:

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

B. All proposed Developments must provide:

- Termite prevention and pest control throughout entire affordability period
- Full-size stove/range for all Units
- Community Building/dedicated space that includes:
 - At least one private office space with a door, per every 50 Persons with Developmental Disabilities, so that services such as individual counseling, case management, legal consultation, and assessments may take place; and
 - At least one enclosed training room with a door to conduct group training and educational activities.

C. All proposed Developments that select the Development Category of New Construction must include:

General Features:

- Window covering for each window and glass door inside each Unit;
- On-site laundry facility with a minimum of 1 Energy Star qualified washer for every 20 Units and 1 dryer for every 20 Units (if washers and dryers are not provided in all Units).

D. Green Building, Accessibility, Adaptability, Universal Design and Visitability Features:

All proposed Developments that select the Development Category of New Construction must include all of the green building, accessibility, adaptability, universal design and Visitability features listed below.

All Rehabilitation Developments (with or without Acquisition) must include as many of the general, green building, accessibility, adaptability, universal design and Visitability Features listed below as are structurally and financially feasible within the scope of the rehabilitation work based on a capital needs assessment performed during the credit underwriting process.

However, proposed Developments that serve persons with physical disabilities must include all required accessibility, adaptability, universal design and Visitability features listed below.

1. Accessibility, Adaptability, Universal Design and Visitability Features:

- A minimum of 25 percent of the total Units shall be fully accessible in accordance with the 2010 ADA Standards for Accessible Design. These fully accessible Units shall provide mobility features that comply with the residential dwelling Units provision of the 2010 ADA Standards for Accessible Design. At least 10 percent of the total Units shall be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design. The Units that are accessible to persons with visual and hearing impairments shall comply with the communication features described for Residential Dwelling Units with Communication Features in the 2010 ADA Standards for Accessible Design.
- Primary entrance door shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Anti-scald controls on all bathroom and kitchen faucets;
- Toilets must be 17 inches to 19 inches in height as measured from the finished floor to the top of the toilet seat;
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.

2. Green Building Features:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - Toilets: 1.6 gallons/flush or less,
 - Faucets: 1.5 gallons/minute or less,
 - Showerheads: 2.2 gallons/minute or less;
- Energy Star qualified refrigerator;
- Energy Star qualified dishwasher; and
- Minimum SEER of 14 for Unit air conditioners.

E. Required Resident Services:

All proposed Developments will be required to provide the following:

1. Resident Community-Based Services Coordination

The provision of community-based services coordination will be the responsibility of the Applicant, but may be in conjunction with public and/or private partnerships as approved by the Corporation in credit underwriting. All proposed Developments will be required to assist interested residents with the coordination of their community-based services. The purpose is to assist each resident become aware of, access and/or maintain adequate and appropriate community-based services and resources. It is not the intent for this resident service to take the place of services coordination already provided for a resident by a program and/or agency as part of their supportive services plan. The focus shall be to assist residents not receiving community-based services coordination by another program and/or agency, as well to assist those residents that need additional assistance with coordination of community-based services.

The approved provider of this service must have a minimum of three (3) years' experience in administering and providing supportive services including outreach, information and referral services, benefits counseling, community-based services planning and coordination, and/or other related supportive services. Such experience must demonstrate that the above supportive services have been oriented to the needs and preferences of each intended resident in assisting them to access services related to health care, independent activities of daily living, employment, income and housing. The provider of this resident service shall also provide, at credit underwriting, information demonstrating its mission, qualifications, experience, agreements and/or contracts with state and federal supportive services programs, professional and the households it has served.

Community-based services coordination shall be offered and made available to the residents initially and regularly and shall be voluntary to residents. Resident participation shall not be a requirement for new or continued residency. The Applicant shall commit to submit a service coordination plan at credit underwriting. The service coordination plan shall adhere to guidelines developed by the Corporation, in conjunction with State Agencies, or their designee(s) that administer publicly funded supportive services for the intended residents.

Property management and resident community-based services coordination should not be the responsibility of the same staff persons; the functions should be entirely separate.

2. Manager On-Site 24 Hours Per Day

Applicant shall provide management personnel on the Development's premises at all times who will be available and accessible to the residents 24 hours per day, seven days per week. The on-site management personnel shall be available at all times to receive calls from residents and help determine the approach to address a resident's issue. The Development's owner or designated manager shall develop and implement policies and procedures for receiving a resident call and how to assess and handle the call based on a resident's request and/or need. Residents shall be informed, at move-in and via a

written notice(s) clearly displayed in the Development's common or public areas, that staff are on-site to receive resident calls at all times.

Exhibit E to RFA 2013-004 – HC Applicants’ Financing Documentation Requirements

All Applicants must complete the Development Cost Pro Forma listing the anticipated expenses or uses, the Detail/Explanation Sheet, if applicable, and the Construction or Rehab Analysis and Permanent Analysis listing the anticipated sources. The sources must equal or exceed the uses.

❖ Developer Fee

Developer fee shall be limited to 16 percent of Development Cost. The maximum allowable Developer fee will be tested during the scoring of the Application by multiplying the Development Cost by 16 percent, carried to 2 decimal places and may not be rounded.

The Corporation will allow up to 100 percent of the eligible Developer fee to be deferred and used as a source on the Development Cost Pro Forma without the requirement to show evidence of ability to fund.

❖ General Contractor Fee

General Contractor fee shall be limited to 14 percent of actual construction cost. The maximum allowable General Contractor fee will be tested during the scoring of the Application by multiplying the actual construction cost by 14 percent, carried to 2 decimal places and may not be rounded.

❖ Development Cost Pro Forma

This section must include all anticipated costs of the Development construction, rehabilitation and, if applicable, acquisition. Any amounts that are not an anticipated cost to the Development, such as waived fees or charges, cannot be included in the Development Cost Pro Forma. Note: deferred Developer fees are not considered “waived fees”.

❖ Fee Disclosure

Developer fee and General Contractor fee must be disclosed. In the event the Developer fee and/or General Contractor fee are/is not disclosed on the Development Cost Pro Forma, the Corporation will assume that these fees will be the maximum allowable and will add the maximum amount(s) to Total Development Cost. If an Applicant lists a Developer fee or General Contractor fee that exceeds the stated Application limits, the Corporation will adjust the fee to the maximum allowable.

Non-Corporation Funding Proposals:

In order for funding to be counted as a source on the Construction/Rehab and/or Permanent Analysis, the Applicant must provide documentation of all financing proposals from both the

construction and the permanent lender(s), equity proposals from the syndicator, and other sources of funding. The financing proposals must state whether they are for construction financing, permanent financing, or both, and all attachments and/or exhibits referenced in the proposal must be included. Insert documentation for each source as Attachment 16 and continuing with sequentially numbered attachments for each additional funding source. Evidence for each funding source must be behind its own sequentially numbered attachment.

For purposes of the Application, neither net operating income for a Rehabilitation Development nor capital contributions will be considered a source of financing.

1. Financing Proposal

Financing proposal documentation, regardless of whether the documentation is in the form of a commitment, proposal, term sheet, or letter of intent, must meet the following criteria. Evidence for each funding source must be behind its own numbered attachment.

a. Each financing proposal shall contain:

- (1) Amount of the construction loan, if applicable;
- (2) Amount of the permanent loan, if applicable;
- (3) Specific reference to the Applicant as the borrower or direct recipient;
- (4) Signature of all parties, including acceptance by the Applicant.

b. Financing that has closed:

- (1) If the financing has closed in the Applicant's name, provide a letter from the lender acknowledging that the loan has closed. The letter must also include the following information:
 - Amount of the construction loan, if applicable;
 - Amount of the permanent loan, if applicable; and
 - Specific reference to the Applicant as the borrower/direct recipient/mortgagee.
- (2) Except for HUD and RD funding, if the financing involves an assumption of debt not currently in the Applicant's name, as evidence that the lender approves of the proposal of assumption, the Applicant must provide a letter from the lender, dated within six (6) months of the Application Deadline, that includes the following information:
 - Specifically references the Applicant as the assuming party;
 - If a permanent loan, states the amount to be assumed; and
 - If a construction loan, states the maximum amount of funding capacity.

If the debt being assumed is provided by HUD, the Applicant must provide a letter from HUD, dated within six (6) months of the Application Deadline, confirming the funding source. The letter must include the following information:

- Name of existing development;
- Name of proposed Development;
- Loan balance;
- Acknowledgment that property is applying for Housing Credits; and
- Applicable HUD program.

If the debt being assumed is provided by RD, the Applicant is only required to provide the information described in Item 9.b.(3) above.

- c. If the financing proposal is not from a regulated Financial Institution in the business of making loans or a governmental entity, evidence of ability to fund must be provided. Evidence of ability to fund includes: (1) a copy of the lender's most current audited financial statements no more than 17 months old; or (2) if the loan has already been funded, a copy of the note and recorded mortgage. The age of all financial statements is as of the Application Deadline. In evaluating ability to fund, the Corporation will consider the entity's unrestricted current assets typically used in the normal course of business. Assets considered restricted include, but are not limited to, pension funds, rental security deposits, and sinking funds. Financing proposals from lenders who cannot demonstrate ability to fund will not count as a source of financing. Financial statements must be included in the Application. Note: This provision does not apply to deferred Developer fee.
- d. If a financing proposal shows an amount less than the corresponding line item on the pro forma, only the financing proposal amount will be considered as a funding source. However, if a financing proposal shows an amount in excess of the corresponding line item on the pro forma, up to the total amount of the financing proposal amount may be utilized as a funding source, if needed.
- e. The loan amount may be conditioned upon an appraisal or debt service coverage ratio or any other typical due diligence required during credit underwriting.
- f. Financing proposals may be conditioned upon the Applicant receiving the funding from the Corporation for which it is applying.
- g. If a financing proposal has a provision for holding back funds until certain conditions are met, the amount of the hold-back will not be counted as a source of construction financing unless it can be determined that the conditions for the release of the hold-back can be met prior to or simultaneous with the closing of the Development's permanent financing.

- h. Grant funds are contributions to the Development, other than equity, which carry no repayment provision or interest rate. A commitment for grant funds will be considered a commitment for scoring purposes if the commitment is properly executed and, if applicable, evidence of ability to fund is provided.

2. Equity Proposal

For the purpose of this RFA, to be counted as a source an equity proposal, regardless of whether the documentation is in the form of a commitment, proposal, term sheet or letter of intent, must: (i) if syndicating/selling the Housing Credits, meet the requirements outlined in (a) below and include the information outlined in (b) below, or (ii) if not syndicating/selling the Housing Credits, meet the requirements outlined in (a) below and include the information outlined in (c) below:

- a. If the Eligible Housing Credit Request Amount is less than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will not be considered a source of financing. However, if the Eligible Housing Credit Request Amount is greater than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will be considered a source of financing; and

- b. If syndicating/selling the Housing Credits:

- (1) A Housing Credit equity proposal must also meet the following criteria:

- Be executed by all parties, including the Applicant;
- Include specific reference to the Applicant as the beneficiary of the equity proceeds;
- State the proposed amount of equity to be paid prior to construction completion;
- State the anticipated Eligible Housing Credit Request Amount;
- State the anticipated dollar amount of Housing Credit allocation to be purchased; and
- State the anticipated total amount of equity to be provided.

- (2) If the limited partnership agreement or limited liability company operating agreement has closed, the closed agreement must be provided. To be counted as a source of financing, the partnership agreement or operating agreement must meet the requirements of Item 9.d.(2)(b)(i) above or the Applicant must submit separate documentation, signed by the equity provider, expressly stating any required criteria not provided in the agreement.

Note: Exhibit F, Item (2)(a)(i) outlines the requirement and deadline for the Applicant's confirmation that the documented equity amount to be paid prior to or simultaneous with the closing of construction financing

is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria).

- c. If not syndicating/selling the Housing Credits, the owner's commitment to provide equity must be provided.
 - (1) The commitment must include the following:
 - The proposed amount of equity to be paid prior to construction completion;
 - The anticipated Eligible Housing Credit Request Amount;
 - The anticipated dollar amount of Housing Credit allocation to be purchased; and
 - The anticipated total amount of equity to be provided.
 - (2) Evidence of ability to fund must be provided as an Attachment to the Application.

Exhibit F to RFA 2013-004 – Credit Underwriting and Program Requirements

The following credit underwriting and program requirements apply to all Applications funded under this RFA:

Timeline for Providing Information to Credit Underwriter

- a. If requesting Housing Credits, the following information must be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting:
 - (1) Within _____ Calendar Days of the date of the invitation to enter credit underwriting, the following information must be provided to the Corporation:
 - (a) Information on the remaining members of the Development Team:
 - (i) Identify any inexperienced co-Developer(s) by providing the name, address, telephone and facsimile numbers, e-mail address, and the relationship of the co-Developer to the Applicant;
 - (ii) Identify the General Contractor by providing the completed and executed 2013 Florida Housing Finance Corporation General Contractor or Qualifying Agent of General Contractor Certification form;
 - (iii) Identify the Architect by providing the completed and executed 2013 Florida Housing Finance Corporation Architect Certification form;
 - (iv) Identify the Attorney by providing the completed and executed 2013 Florida Housing Finance Corporation Attorney Certification for Housing Credits form; and
 - (v) Identify the Accountant by providing the completed and executed 2013 Florida Housing Finance Corporation certification of Accountant form.

The verification forms referenced in (i) through (v) above are available on the Corporation's Website
http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_ListPage.aspx?PageID=80.
 - (b) Name and address of the chief elected official of the local jurisdiction where the proposed Development is located;

- (c) The Unit mix for the proposed Development (number of bedrooms per Unit, number of baths per Unit, and number of Units per bedroom type);
 - (d) The number of buildings with dwelling Units; and
 - (e) Notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable.
- (2) Within ____ Calendar Days of the date of the invitation to enter credit underwriting, the following information must be submitted:
- (a) Confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
 - (i) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or
 - (ii) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;
 - (b) Confirmation that all features and amenities committed to and proposed by the Applicant shall be located on the Development site;

- (c) Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not Unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most Units, or a combination of both; and
 - (d) Notification of the percentage of ownership of the Principals of the Applicant.
- b. All Applicants must provide the following information:
- (1) Within ____ Calendar Days of the date of the invitation to enter credit underwriting, the following Ability to Proceed documentation that (i) was not provided in the Application or, (ii) was provided in the Application, but was deemed to be unacceptable:
 - (a) The completed and executed 2013 Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form to certify the status of site plan approval as of Application Deadline;
 - (b) The completed and executed 2013 Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use regulations form or the completed and executed 2013 Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form, as applicable, to certify that as of Application Deadline the site is appropriately zoned for the proposed Development; and
 - (c) Evidence from the Local Government or service provider, as applicable, confirming the availability of the following for the entire Development site, including confirmation that these items were in place as of the Application Deadline: electricity, water, sewer service, and roads for the proposed Development. Such confirmation can be by submission of the completed and executed 2013 Florida Housing Finance Corporation Verification of Availability of Infrastructure (Electricity, Water, Sewer, and Roads) forms or by submission of a letter from the service provider which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that the applicable service (electricity, water, sewer or roads) is available to the proposed Development as of the Application Deadline.
 - (2) Within ____ Calendar Days of the date of the invitation to enter Credit Underwriting, the Applicant must provide the completed and executed 2013 Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form, and, if applicable, the completed and

executed 2013 Florida Housing Finance Corporation Verification of environmental Safety Phase II Environmental Site Assessment form to certify that a licensed environmental provider has performed a Phase I environmental site assessment and, if applicable, a Phase II environmental site assessment, for the entire Development site.

The verification forms referenced in (1) and (2) above are available on the Corporation's Website
http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_ListPage.aspx?PageID=80 .

Part I. Credit Underwriting Procedures

The following credit underwriting requirements apply to Grant Funding and ELI Loan funding for Applications funded under this RFP. Applicants funded under this RFP that requested SAIL Loan funding and/or a Housing Credit Allocation must follow the applicable criteria in Rule Chapter 67-48, F.A.C.

Credit underwriting is a de novo review of all information supplied, received or discovered during or after any application scoring and funding preference process, prior to final board approval and the closing on funding. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development team's experience, past performance or financial capacity is satisfactory. The credit underwriting review shall include a comprehensive analysis of the Applicant, the real estate, the economics of the Development, the ability of the Applicant and the Development team to proceed, the evidence of need for affordable housing in order to determine that the Development meets the program requirements and determine a recommended ELI Loan and Grant Funding amount, where applicable, and for any Development that has rehabilitation with or without acquisition, a capital needs assessment prepared in accordance with generally accepted industry investment grade standards shall be ordered by the Credit Underwriter, and its findings shall be used to determine rehabilitation that will be carried out, including any energy, green, universal design and visitability features, and to set replacement reserves. Corporation funding will be based on appraisals of comparable developments, cost benefit analysis, and other documents evidencing justification of costs. As part of the credit underwriting review, the Credit Underwriter will consider the applicable provisions of the credit underwriting and program requirements outlined in this RFP.

1. At the completion of all litigation and approval by the Board of all Recommended Orders with regard to this RFP, the Corporation shall offer all Applicants within the funding range an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development.
2. The invitation to enter credit underwriting constitutes a preliminary commitment for the ELI Loan and Grant Funding, as applicable.
3. A response to the invitation to enter credit underwriting must be received by the Corporation and the Credit Underwriter not later than seven (7) Calendar Days after the date of the invitation. For any invitation to enter credit underwriting that is offered to an Applicant after Board approval of the list of Applications that is sorted from highest funding preference to lowest, where the Applicant's response is to decline to enter credit underwriting, the result shall

be the removal of the Application's eligibility for funding for this RFP and any other funding where that list of eligible Applications will be used.

4. If the invitation to enter credit underwriting is accepted:
 - a. All Applicants shall submit the credit underwriting fee to the Credit Underwriter within seven (7) Calendar Days of the date of the invitation to enter credit underwriting. In addition, (i) within seven (7) Calendar Days of the date of the invitation, Applicants shall submit IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries to the Corporation.
 - b. Failure to submit the required credit underwriting fee, by the specified deadline shall result in withdrawal of the invitation.
5. The Credit Underwriter shall review all information in the Application and subsequently provided during the credit underwriting process, including information relative to the Applicant, Developer, and General Contractor, as well as other members of the Development team. The Credit Underwriter shall also request and review such other information as it deems appropriate to determine whether or not to provide a positive recommendation in connection with a proposed Development.
6. In determining whether or not to provide a positive recommendation in connection with a proposed Development, the Credit Underwriter will consider the prior and recent performance history of the Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor in connection with any other affordable housing development. The performance history shall consider instances involving a foreclosure, deed in lieu of foreclosure, financial arrearage, or other event of material default in connection with any affordable housing development or the documents governing financing or operation of any such development.
 - a. Unless the Credit Underwriter determines that mitigating factors exist, or that underwriting conditions can be imposed, sufficient to mitigate or offset the risk, the existence of the following shall result in a negative recommendation of the proposed Development by the Credit Underwriter:
 - (1) Considering all affordable housing developments in which any party named above has been involved, if:
 - (a) During the period prior to August 1, 2010, 5 percent or more of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default remained uncured for a period of 60 days or more, or
 - (b) During the period beginning on or after August 1, 2010, any of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default is uncured at the present or, if cured, remained uncured for a period of 60 days or more.

- (2) Mitigating factors to be considered by the Credit Underwriter, to the extent such information is reasonably available and verifiable, shall include the extent to which the party funded the operations of the development from that party's own funds in an attempt to fund the Development's operations, the election by a party to forego financial participation in a development in an attempt to fund the Development's operations, the party's satisfactory performance history over the last 10 years in connection with that party's affordable housing developments, and any other extenuating circumstances deemed relevant by the Credit Underwriter in connection with the party's involvement in a development.
- b. A negative recommendation may also result from the review of:
 - (1) An Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor in connection with any other affordable housing development,
 - (2) Financial capacity of an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor, or
 - (3) Any other relevant matters relating to an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor if, in the Credit Underwriter's opinion, one or more members of the Development team do not possess the ability to proceed.
7. The Credit Underwriter shall report any inconsistencies or discrepancies or changes made to the Applicant's Application during credit underwriting.
8. The Applicant will be responsible for all fees in connection with the documentation submitted to the Credit Underwriter.
9. If the Credit Underwriter determines that special expertise is required to review information submitted to the Credit Underwriter which is beyond the scope of the Credit Underwriter's expertise, the fee for such services shall be borne by the Applicant.
10. A full or self-contained appraisal as defined by the Uniform Standards of Professional Appraisal Practice and a separate market study shall be ordered by the Credit Underwriter, at the Applicant's expense, from an appraiser qualified for the geographic area and development type not later than completion of credit underwriting. The Credit Underwriter shall review the appraisal to properly evaluate the proposed property's financial feasibility. Appraisals which have been ordered and submitted by third party credit enhancers, first mortgagors or Housing Credit Syndicator, if applicable, directly involved in the Development financing and which meet the above requirements and are acceptable to the Credit Underwriter may be used instead of the appraisal referenced above. The market study must be completed by a disinterested party who is approved by the Credit Underwriter. The Credit Underwriter shall consider the market study, the Development's financial impact on Developments in the area previously funded by the Corporation, and other documentation when making its recommendation of whether to approve or disapprove an ELI Loan and Grant Funding, as applicable. The Credit Underwriter must review and determine whether there will be a negative impact to Guarantee Fund Developments within the primary market area or five (5) miles of the proposed Development,

whichever is greater. The Credit Underwriter shall also review the appraisal and other market documentation to determine if the market exists to support both the demographic and income restriction set-asides committed to within the Application.

11. The Corporation's assigned Credit Underwriter shall require a guaranteed maximum price or stipulated sum construction contract, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant's sole expense, and review a pre-construction analysis for all new construction units and a physical needs assessment for rehabilitation units and review the Development's costs.
12. In addition to operating expenses, the Credit Underwriter must include an estimate for replacement reserves and operating expense reserves deemed appropriate by the Credit Underwriter when calculating the final net operating income available to service the debt. A minimum amount of \$300 per unit per annum must be used for all Developments. The initial replacement reserve will have limitations on the ability to be drawn upon during the following time periods: (i) new construction Developments shall not be allowed to draw during the first five (5) years or until the establishment of a minimum balance equal to the accumulation of five (5) years of replacement reserves per unit, or (ii) Rehabilitation Developments (with or without acquisition) shall not be allowed to draw until the start of the scheduled replacement activities as outlined in the pre-construction capital needs assessment report ('CNA') subject to the activities completed in the scope of rehabilitation, but not sooner than the 3rd year. The amount established as a replacement reserve shall be adjusted based on a CNA to be received by the Corporation or its servicers, prepared by an independent third party and acceptable to the Corporation and its servicers at the time the CNA is required, beginning no later than the 10th year after the first residential building in the development receives a certificate of occupancy, a temporary certificate of occupancy, or is placed in service, whichever is earlier ('Initial Replacement Reserve Date'). If the Applicant does not provide a copy of a CNA to the Corporation or its servicers, prepared by an independent third party and acceptable to the Corporation and its servicers within the stated time frames, then one shall be ordered by the Corporation or its servicers at the Applicant's expense. The only events allowed to drop the balance below the minimum are items related to life safety, structural and systems as approved by the Corporation and its servicers. In the event the first mortgage lender or a Housing Credit Syndicator, if applicable, requires replacement reserves with replacement reserve deposit requirements that include the same or higher deposits, the Corporation's rights to hold replacement reserves and to disburse such funds shall be subject to the first mortgage lender or the Housing Credit Syndicator, if applicable,, as applicable. The replacement reserve funds are not to be used by the Applicant for normal maintenance and repairs, but shall be used for structural building repairs, major building systems replacements and other items included on the Eligible Reserve for Replacement Items list, effective October 15, 2010, which is available on the Corporation's Website under the Multifamily Programs link labeled Related References and Links. An Applicant may choose to fund a portion of the replacement reserves at closing. The amount cannot exceed 50 percent of the required replacement reserves for two (2) years and must be placed in escrow at closing.
13. For ELI Loan and Grant Funding, as applicable, the Credit Underwriter may request additional information, but at a minimum for the ELI Loan and Grant Funding, the following will be required during the underwriting process:
 - a. For the Applicant, general partner(s), and guarantors, financial statements audited,

compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If financial statements audited, compiled or reviewed by a licensed Certified Public Accountant are not available, unaudited financial statements prepared within the last 90 days and reviewed by the Credit Underwriter in accordance with Part IIIA, Sections 401 through 411, of the Fannie Mae Multifamily Delegated Underwriting and Servicing (DUS) Guide, effective April 29, 2011, which is available on the Corporation's Website under the Multifamily Programs link labeled Related References and Links, and the two most recent years' tax returns. If the entities are newly formed (less than 18 months in existence as of the date that credit underwriting information is requested), a copy of any and all tax returns with related supporting notes and schedules.

- b. For the General Contractor, financial statements audited, compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. The audited or compiled statements may be waived if a payment and performance bond equal to 100 percent of the total construction cost whose terms do not adversely affect the Corporation's interest, and is issued in the name of the General Contractor by a company rated at least "A-" by AMBest & Co.
14. For ELI Loan and Grant Funding, the Credit Underwriter shall consider the following when determining the need for construction completion guarantees:
- a. Liquidity of the guarantor.
 - b. Developer and General Contractor's history in successfully completing Developments of similar nature.
 - c. Problems encountered previously with Developer or contractor.
 - d. Exposure of Corporation funds compared to Total Development Cost.

At a minimum, the Credit Underwriter shall require a guarantee for completion of construction from the principal or the corporate general partner of the borrowing entity. In addition, a letter of credit or payment and performance bond whose terms do not adversely affect the Corporation's interest will be required if the Credit Underwriter determines after evaluation of paragraphs (a)-(d) in this subsection that additional surety is needed. However, a completion guarantee will not be required if funds are not drawn until evidence of lien free completion is provided.

15. For all Developments, Developer overhead (if Applicant does not have a Housing Credit Allocation) and General Contractor's fee shall be limited to:
- a. For Non-Housing Credit Applicants, the Developer overhead shall be limited to 10 percent of Development Cost;
 - b. The General Contractor's fee shall be limited to a maximum of 14 percent of the actual construction cost.
16. The General Contractor must meet the following conditions:
- a. Employ a Development superintendent and charge the costs of such employment to the

- general requirements line item of the General Contractor's budget;
- b. Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor's budget;
 - c. Secure building permits, issued in the name of the General Contractor;
 - d. Secure a payment and performance bond whose terms do not adversely affect the Corporation's interest (or approved alternate security for General Contractor's performance, such as a letter of credit), issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co.;
 - e. Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted;
 - f. Ensure that not more than 20 percent of the construction cost is subcontracted to any one entity, unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fees; and
 - g. Ensure that no construction cost is subcontracted to any entity that has common ownership or is affiliated with the General Contractor unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and ownership interests in the Development.
17. Contingency reserves which total no more than 5 percent of total actual construction costs (hard costs) and total general development costs (soft costs) for Redevelopment and Developments where 50 percent or more of the units are new construction may be included within the Total Development Cost for Application and underwriting purposes. Contingency reserves which total no more than 15 percent of total actual construction costs (hard costs) and total general development costs (soft costs) for Rehabilitation may be included within the Total Development Cost for Application and underwriting purposes.
 18. The Credit Underwriter will review and determine if the number of loans and construction commitments of the Applicant and its Principals will impede its ability to proceed with the successful development of each proposed Corporation-funded Development.
 19. If the Credit Underwriter requires additional clarifying materials in the course of the underwriting process, the Credit Underwriter shall request same from the Applicant and shall specify deadlines for the submission of same. Failure to submit required information by the specified deadline, unless a written extension of time has been approved by the Corporation, shall result in withdrawal of the preliminary commitment or the invitation to enter credit underwriting, or both, as applicable. In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. If the Corporation's decision is to deny the Applicant's request for an extension, then prior to the withdrawal of the invitation, the Board shall consider the facts and circumstances of the Applicant's request, the Corporation's denial, and any credit underwriting report, if available,

- and make a determination of whether to grant the requested extension.
20. The Credit Underwriter shall complete its analysis and submit a written draft report and recommendation to the Corporation. Upon receipt, the Corporation shall provide to the Applicant the section of the written draft report consisting of supporting information and schedules. The Applicant shall review and provide written comments to the Corporation and Credit Underwriter within 48 hours of receipt. After the 48 hour period, the Corporation shall provide to the Credit Underwriter comments on the draft report and, as applicable, on the Applicant's comments. Then, the Credit Underwriter shall review and incorporate, if deemed appropriate, the Corporation's and Applicant's comments and release the revised report to the Corporation and the Applicant. Any additional comments from the Applicant shall be received by the Corporation and the Credit Underwriter within 72 hours of receipt of the revised report. Then, the Credit Underwriter will provide a final report, which will address comments made by the Applicant, to the Corporation.
 21. For ELI Loan and Grant Fundings, the Credit Underwriter's loan recommendations will be sent to the Board for approval.
 22. For ELI Loan and Grant Fundings, the Corporation shall issue a firm loan commitment within seven (7) Calendar Days after approval of the Credit Underwriter's recommendation for funding by the Board.
 23. ELI Loan and Grant Fundings, as well as any SAIL Loan, must close by September 30, 2014, notwithstanding the SAIL Loan closing deadlines established in Rule Chapter 67-48, F.A.C. Applicants may request one (1) extension of up to 3 months. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the funding. The written request will then be submitted to the Corporation's Board for consideration. The Board shall consider the facts and circumstances of each Applicant's request, inclusive of the Applicant's ability to close within the extension term and any credit underwriting report, if available, prior to determining whether to grant the requested extension. The Corporation shall charge a non-refundable extension fee as provided in the RFA for each funding award if the Board approves the request to extend the commitment beyond the initial closing deadline. In the event the funding award(s) does not close by the end of the extension period, the preliminary commitment or firm commitment for the funding, as applicable, will be deemed void and the funds will be de-obligated.
 24. At least five (5) Calendar Days prior to any loan closing:
 - a. The Applicant must provide evidence of all necessary consents or required signatures from first mortgagees or subordinate mortgagees to the Corporation and its counsel, and
 - b. The Credit Underwriter must have received all items necessary to release its letter confirming that all closing contingencies have been met, including the finalized sources and uses of funds and Draw schedule.
 25. For non-Housing Credit Applicants, all consulting fees and any financial or other guarantees required for the financing must be paid out of the Developer overhead. Consulting fees and any financial or other guarantees required for the financing cannot cause the Developer overhead to

exceed the maximum allowable fee as set forth in Item 15 above.

26. All contracts for hard or soft Development Costs must be itemized for each cost component.

Part II. Program Procedures and Requirements for ELI Loan and Grant Fundings

1. General Program Procedures:

- a. An Applicant is not eligible to apply for or retain an ELI Loan or Grant Funding available under this RFP if the proposed Development has previously received an allocation of Housing Credits or a Competitive Housing Credit commitment, or has accepted an invitation to enter credit underwriting that has not been withdrawn by the Applicant or the Corporation, or the Development site or any part thereof is subject to any LURA or EUA, or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, unless the only LURA that was recorded was in conjunction with the Predevelopment Loan Program or the Elderly Housing Community Loan Program.
- b. The Applicant entity shall be the borrowing entity and cannot be changed until after loan closing. Replacement of the Applicant or a material change (33.3 percent or more of the Applicant, a general partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant prior to loan closing shall result in disqualification from receiving funding and shall be deemed a material misrepresentation. Changes after loan closing require Board approval.
- c. The name of the Development provided in the Application may not be changed or altered after submission of the Application during the history of the Development with the Corporation unless the change is requested in writing and approved in writing by the Corporation. The Corporation shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.
- d. If an Applicant or any Affiliate of an Applicant has offered or given consideration, other than the consideration to provide affordable housing, with respect to a local contribution and this is discovered prior to Board approval of the Review Committee's recommendations, the Corporation shall reject the Application and any other Application submitted by the same Applicant and any Affiliate of the Applicant. If discovered after the Board approves the Review Committee's recommendation, any tentative funding or allocation for the Application and any other Application submitted by the same Applicant and any Affiliate of the Applicant will be withdrawn. Such Applicant and any of such Applicant's Affiliates will be ineligible for funding or allocation in any program administered by the Corporation for a period of up to two (2) years, which will begin the date the Board issues a final order on such matter, in a proceeding conducted pursuant to Sections 120.569 and 120.57, F.S.
- e. If an Applicant or any Affiliate of an Applicant:
 - (1) Has engaged in fraudulent actions;

- (2) Has materially misrepresented information to the Corporation regarding any present Application or Development or any prior Application or prior Development;
- (3) Has been convicted of fraud, theft or misappropriation of funds;
- (4) Has been excluded from federal or Florida procurement programs for any reason; or
- (5) Has been convicted of a felony;

The Applicant and any of the Applicant's Affiliates will be ineligible for funding or allocation in any program administered by the Corporation for a period of up to two (2) years, which will begin from the date the Board makes such determination or from the date the Corporation initiates a legal proceeding under this part. Such determination shall be either pursuant to a proceeding conducted pursuant to Sections 120.569 and 120.57, F.S., or as a result of a finding by a court of competent jurisdiction. When the Corporation initiates a proceeding under this part, all pending transactions under any program administered by the Corporation involving the Applicant or its Affiliates shall be suspended until the conclusion of such a proceeding.

- f. A Development will be withdrawn from funding and any outstanding commitments for HC will be rescinded if, at any time, the Board determines that the Applicant's Development or Development team is no longer the Development or Development team described in the Application or to the Credit Underwriter, and the changes made are prejudicial to the Development or to the market to be served by the Development.
- g. If an Applicant or Developer or any Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer has any existing Developments participating in any Corporation programs that remain in non-compliance with Section 42 of the IRC, Title 67, F.A.C., or applicable loan documents and use restriction agreements, and any applicable cure period granted for correcting such non-compliance has ended as of the time of submission of the Application or at the time of issuance of a credit underwriting report, the requested allocation will, upon a determination by the Board that such non-compliance substantially increases the likelihood that such Applicant or Developer will not be able to produce quality affordable housing, be denied and the Applicant or Developer and the Affiliates of the Applicant or Developer will be prohibited from new participation in any of the Corporation's programs until such time as all of their existing Developments participating in any Corporation programs are in compliance.
- h. Notwithstanding any other provisions of this RFP, the following items as identified by the Applicant in Exhibit A of the RFP must be maintained and cannot be changed by the Applicant after the Application deadline unless provided otherwise below:
 - (1) Site for the Development; notwithstanding the foregoing, after the Applicant has been invited to enter credit underwriting and subject to written request of an Applicant to Corporation staff and approval of the Corporation, the site for the Development may be increased or decreased in so much as the site does not change its location qualities to no longer meet the criteria the Applicant earned to be awarded funding.;

- (2) Development Category;
- (3) Development Type;
- (4) Demographic Commitment;
- (5) Funding Request Amount, exclusive of adjustments by the Corporation as outlined in this RFA.

i. Total Development Cost includes the following:

- (1) The cost of acquiring real property and any buildings thereon, including payment for options, deposits, or contracts to purchase properties.
- (2) The cost of site preparation, demolition, and development.
- (3) Fees in connection with the planning, execution, and financing of the Development, such as those of architects, engineers, attorneys, accountants, Developer overhead, and the Corporation.
- (4) The cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessment costs, and other operating and carrying costs during construction, rehabilitation, or reconstruction of the Development.
- (5) The cost of the construction, rehabilitation, and equipping of the Development.
- (6) The cost of land improvements, such as landscaping and offsite improvements related to the Development, whether such costs are paid in cash, property, or services.
- (7) Expenses in connection with initial occupancy of the Development.
- (8) Allowances for contingency reserves and reserves for any anticipated operating deficits during the first two (2) years after completion of the Development.
- (9) The cost of such other items, including relocation costs, indemnity and surety bonds, premiums on insurance, and fees and expenses of depositories, for the construction or rehabilitation of the Development.

2. Grant Funding:

Grant Funding will be subject to the credit underwriting provisions outlined in Part I. above and the loan provisions outlined below:

a. Grant Funding Terms and Conditions:

- (1) The Grant Funding may be in a first, second, or other subordinated lien position.
- (2) The Grant Funding shall be revocable if the proposed Development does not maintain compliant during the Compliance Period.
- (3) Unless and until an Applicant's obligations for a Grant Funding are terminated as approved in writing by the Corporation or its servicer, by the date that is 151

Calendar Days after the Applicant's fiscal year end of each year of the Grant Funding term, the Applicant shall provide the Corporation's servicer with financial statements audited, compiled or reviewed by a licensed Certified Public Accountant. However, this financial reporting requirement will be waived until 151 Calendar Days after the Applicant's fiscal year end following the fiscal year within which the first unit is occupied. In the case where the Development contained occupied units at the time of acquisition, the initial submission will be due following the fiscal year within which the 12 month anniversary of the Grant Funding closing is observed. The financial statements audited, compiled or reviewed by a licensed Certified Public Accountant are to be prepared in accordance with accounting principles generally accepted in the United States of America and shall include:

- (i) Comparative Balance Sheet with prior year and current year balances;
- (ii) Statement of revenue and expenses;
- (iii) Statement of changes in fund balances or equity;
- (iv) Statement of cash flows; and
- (v) Notes to financial statements, if any.

The financial statements referenced above should also be accompanied by a certification of the Applicant as to the accuracy of such financial statements. A late fee of \$500 will be assessed by the Corporation for failure to submit the required financial statements audited, compiled or reviewed by a licensed Certified Public Accountant and certification by 151 Calendar Days after the Applicant's fiscal year end of each year of the Grant Funding term. Failure to submit the required financial statements audited, compiled or reviewed by a licensed Certified Public Accountant and certification by 151 Calendar Days after the Applicant's fiscal year end of each year of the Grant Funding term shall constitute an event of default on the Grant Funding. The Applicant shall furnish to the Corporation or its servicer, unaudited statements, certified by the Applicant's principal financial or accounting officer, covering such financial matters as the Corporation or its servicer may reasonably request, including without limitation, monthly statements with respect to the Development.

- (4) The Grant Fundings shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.
- (5) The Corporation shall monitor compliance of all terms and conditions of the Grant Funding and shall require that certain terms and conditions be embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the Grant Funding shall constitute a default during the term of the loan. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term

or condition relative to the set-asides of units is discovered during the course of compliance monitoring or by any other means.

- (6) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender or the Corporation's servicer, but which shall, in any case, include fire, hazard and other insurance sufficient to meet the standards established in Part IIIA, Section 322 of the Fannie Mae Multifamily Delegated Underwriting and Servicing (DUS) Guide, effective April 29, 2011, which is available on the Corporation's Website under the Multifamily Programs link labeled Related References and Links.
- (7) After accepting a preliminary commitment, the Applicant shall not refinance, increase the principal amount, or alter any terms or conditions of any mortgage superior or inferior to the Grant Funding mortgage without prior approval of the Corporation's Board of Directors. However, an Applicant may reduce the interest rate on any superior or inferior mortgage loan without the Board's permission, provided that no other terms of the loan are changed. The Corporation must be notified in writing of any such change.
- (8) All Grant Funding shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100 and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35. The Corporation shall allow units dedicated to occupancy by the Elderly in a Development designed for occupancy by elderly households pursuant to authorization by HUD under the Fair Housing Amendments of 1988 as implemented by 24 CFR Part 100.
- (9) The documents creating, evidencing or securing each Grant Funding must provide that any violation of the terms and conditions described in this RFP, constitutes a default under the Grant Funding documents allowing the Corporation to accelerate its grant agreement and to seek foreclosure as well as any other remedies legally available to it.
- (10) The Compliance Period for a Development funded with a Grant Funding shall be, at a minimum, a period of time equal to __ years from the date the first residential unit is occupied. For Developments that contain occupied units at the time of closing, the Compliance Period shall begin not later than the termination of the last lease executed prior to closing of the Grant Funding.
- (11) Unless and until a guarantor's obligations for a Grant Funding are terminated as approved in writing by the Corporation or its servicer, the Applicant shall furnish to the Corporation or its servicer financial statements as provided in paragraphs (a) through (c) below as the Corporation or its servicer may reasonably request.
 - (a) The financial statements audited, compiled or reviewed by a licensed Certified Public Accountant are to be prepared in accordance with accounting principles generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:
 - (i) Comparative Balance Sheet with prior year and current year

- balances;
- (ii) Statement of revenue and expenses;
- (iii) Statement of changes in fund balances or equity;
- (iv) Statement of cash flows; and
- (v) Notes to financial statements, if any.

The financial statements referenced above should also be accompanied by a certification of the guarantor(s) as to the accuracy of such financial statements; or

- (b) If an audited financial statement has not been prepared, a federal income tax return filed for the most recently completed year;

b. Sale, Transfer or Refinancing of a Development with a Grant Funding

- (1) Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior mortgage shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.
- (2) The Grant Funding shall be assumable upon sale or transfer of the Development if the following conditions are met:
 - (a) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original Grant Funding;
 - (b) The proposed transferee agrees to maintain all set-asides and other requirements of the loan for the period originally specified or longer; and
 - (c) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as outlined in the RFP.

- (3) If the Grant Funding is not assumed since the buyer does not meet the criteria for assumption of the Grant Funding, the Grant Funding shall be repaid from the proceeds of the sale in the following order of priority:
 - (a) First mortgage debt service, first mortgage fees;
 - (b) Applicable compliance and loan servicing fees;

- (c) An amount equal to the present value of the compliance monitoring fee, as computed by the Corporation and its servicer, times the number of payment periods for which the Development will have a set-aside beyond the repayment date. The present value discount rate shall be 2 percent per annum. Such amount shall be reduced by the amount of any compliance monitoring fees collected by the Corporation for the Development, provided:
 - (i) The compliance monitoring fee covers some or all of the period following the anticipated Grant Funding Compliance Period; and
 - (ii) The Development has substantially equivalent set-asides mandated through another program of the Corporation for which the compliance monitoring fee was collected.
- (d) Expenses of the sale;
- (e) If there will be insufficient funds available from the proposed sale of the Development to satisfy paragraphs (3)(a)-(d) above, the Grant Funding shall not be satisfied until the Corporation has received:
 - (i) An appraisal prepared by an appraiser selected by the Corporation or the Credit Underwriter indicating that the purchase price for the Development is reasonable and consistent with existing market conditions;
 - (ii) A certification from the Applicant that the purchase price reported is the actual price paid for the Development, as supported by a copy of the final executed purchase and sale agreement, and that no other consideration passed between the parties, as supported by a draft and final closing statement; and
 - (iii) A certification from the Applicant that there are no Development funds available to repay the Grant Funding, and the Applicant knows of no source from which funds could or would be forthcoming to pay the Grant Funding.
- (4) The Board shall approve requests for mortgage loan refinancing only if Development Cash Flow is improved, the Development's economic viability is maintained, the security interest of the Corporation is not adversely affected, and the Credit Underwriter provides a positive recommendation.
- (5) The Board shall deny requests for mortgage loan refinancing which otherwise adversely affect the security interest of the Corporation, unless the criteria outlined in this section of this Exhibit are met, the Credit Underwriter recommends that the approval of such a request is crucial to the economic survival of the Development, or unless the Board determines that public policy will be better served by the extension as a result of the Applicant agreeing to further extend the Compliance Period or provide additional amenities or

resident programs suitable for the resident population. Further, the Board shall limit any approved extension to a minimum term which makes the Development feasible and which does not exceed an industry standard term.

The Board shall deny requests to increase the amount of any superior mortgage, unless the criteria outlined in this section of this Exhibit are met, and the Grant Funding mortgage is maintained or improved.

- c. Grant Funding construction/rehabilitation Disbursements and Permanent Loan Servicing
- (1) Loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the loan to the Total Development Cost, unless approved by the Credit Underwriter.
 - (2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection.
 - (3) The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw, without additional exceptions, except those specifically approved in writing by the Corporation.
 - (4) The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount.
 - (5) The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if
 - (a) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or
 - (b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw.
 - (6) The servicer may request submission of revised construction budgets.
 - (7) Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a

fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter.

- (8) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the Grant Funding agreement.

3. ELI Loan:

ELI Loans will be subject to the credit underwriting provisions outlined in Part I. above and the loan provisions outlined below:

- a. The terms and conditions of the ELI Loan shall be as follows:
 - (1) The ELI Loan may be in a first, second, or other subordinated lien position.
 - (2) The ELI Loan shall (i) have the amount based on the funding requirements set forth in this RFP; (ii) non-amortizing at 0 percent simple interest per annum over the life of the ELI Loan, with the principal forgivable provided the units for which the ELI Loan amount is awarded are targeted to ELI Households for the duration of the Compliance Period.
 - (3) Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior mortgage shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.
 - (4) The ELI Loan shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.
 - (5) The Corporation shall monitor compliance of all terms and conditions of the Loan and shall require that certain terms and conditions be embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the Loan shall constitute a default during the term of the Loan. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-aside of units for ELI Households is discovered during the course of compliance monitoring or by any other means.
 - (6) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender or the Corporation's servicer, but which shall, in any case, include fire, hazard and other insurance sufficient to meet the standards established in Part IIIA, Section 322 of the Fannie Mae Multifamily Delegated Underwriting and Servicing (DUS) Guide,

effective April 29, 2011, which is available on the Corporation's Website under the Multifamily Programs link labeled Related References and Links.

- (7) All ELI Loans shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100 and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35.
 - (8) Rent controls for the ELI Set-Aside units for which the ELI Loan is issued shall be restricted at the level applicable for federal Housing Credits.
 - (9) The documents creating, evidencing or securing each ELI Loan must provide that any violation of the terms and conditions described in this Exhibit to the RFP constitutes a default under the ELI Loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it.
- b. The ELI Loan shall be assumable upon sale or transfer of the Development if the following conditions are met:
- (1) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;
 - (2) The proposed transferee agrees to maintain all ELI Set-Asides and other requirements of the ELI Loan for the period originally specified or longer; and
 - (3) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as outlined in this RFP.

- c. ELI Loan construction disbursements and permanent loan servicing shall be based on the following:
- (1) ELI Loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the ELI Loan to the Total Development Cost, unless approved by the Credit Underwriter.
 - (2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection.
 - (3) The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an

alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw, without additional exceptions, except those specifically approved in writing by the Corporation.

- (4) The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount.
- (5) The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if
 - (a) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or
 - (b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw.
- (6) The servicer may request submission of revised construction budgets.
- (7) Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter.
- (8) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the ELI Loan agreement.

Part III. Program Procedures and Requirements for Housing Credits and SAIL Loans

1. General Program Procedures:
 - a. For Housing Credits, the Applicant must be a limited partnership (including a limited liability limited partnership) or a limited liability company. For Competitive HC Applicants, the Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect. Once the Carryover Allocation Agreement has been executed by all parties, replacement of the Applicant or a material change (33.3 percent or more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant will require Board approval prior to the change. Any non-material change (less than 33.3 percent of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant will not

require Board approval, but the Corporation must still be notified in writing of the change. The Applicant entity may be changed without Board approval after a Final Housing Credit Allocation Agreement has been approved and the IRS Forms 8609 have been issued; however, the Corporation must still be notified in writing of the change. Changes to the Applicant entity prior to the execution of a Carryover Allocation Agreement or without Board approval prior to the approval of the Final Housing Credit Allocation Agreement and issuance of the IRS Forms 8609 will result in a disqualification from receiving funding and shall be deemed a material misrepresentation. Changes to the limited partner of a limited partnership or member of a limited liability company owning the syndicating interest therein will not result in disqualification.

- b. For SAIL Loan, ELI Loan and Grant Funding, as applicable, the Applicant entity shall be the borrowing entity and cannot be changed until after loan closing. Replacement of the Applicant or a material change (33.3 percent or more of the Applicant, a general partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant prior to loan closing shall result in disqualification from receiving funding and shall be deemed a material misrepresentation. Changes after loan closing require Board approval.