STATE OF FLORIDA
Florida Housing Finance Corporation

ARC of Martin County, Inc.,
a corporation organized
under the laws of Florida,
   Petitioner,

   vs.

STATE OF FLORIDA
Florida Housing Finance Corporation
   Respondent.

December 16, 2013

PETITION

ARC of Martin County, Inc., a corporation organized under the laws of Florida, brings this petition against State of Florida Department of Florida Housing Finance Corporation and alleges:

1. This is a bid protest under Section 120.57(3), Florida Statutes.
2. Respondent issued an Request for Application (RFA) entitled Request For Applications 2013-005 - Financing To Build Or Rehabilitate Smaller Permanent Supportive Housing Properties For Persons With Developmental Disabilities.
3. Petitioner submitted an application in response to RFA 2013-005 titled Ashley Oaks and coded as Application Number 2014-150G, but Respondent rejected its application for the stated reason that the application was ineligible because the application titled Ashley Oaks did not have site control as evidenced by purchase contract submitted in grant showed an expiration date of December 6, 2013.
4. The stated reason for rejection is erroneous because the ARC of Martin County never lost site control. A new purchase contract was developed and instituted prior to expiration of the original contract. New contract provides extension clauses to the closing date until grant is awarded and underwriting process is completed.
5. The ARC of Martin County application titled Ashley Oaks had the highest rated score at 47 points, yet their application was ruled ineligible.
6. The facts that are in dispute between Petitioner and Respondent are:
   a. Respondent believes that the Petitioner lost site control because the original purchase contract submitted with the RFA 2013-005 expired on December 6, 2013.
   b. Petitioner knew that contract would have to be renewed and extended each month until the underwriting process was complete and therefore, initiated a new contract prior to the old contract expiring giving Petitioner continuous site control of the proposed development until grant award announcement and underwriting period would be complete.
   c. Petitioner was unable to submit new contract revisions because Petitioner was barred from contacting Respondent until the end of the black out period, which ended Friday December 13, 2013.
d. Petitioner's development project application had the highest score of all applicants and believes their application should be eligible for full funding requested by Petitioner.

7. A copy of the bid tabulation is attached.

8. The ARC of Martin County was depending on this grant award to fulfill an immediate need for six new residents with developmental disabilities to move out into the community to begin a life of greater opportunities for independence and achievement. The ARC has secured $100,000 in contributions to assist with the start-up of the new community based home and without this grant award these contributions will likely be at risk of being returned to the contributors.

8. The ARC of Martin County whose address is 2001 South Kanner Highway, Stuart, Florida 34994. Their phone number is 772-283-2525, files this protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, F.A.C.

Petitioner respectfully requests a hearing involving disputed issues of material fact and an order awarding the Application Number 2014-150G to Petitioner.

Sincerely,

[Signature]

Keith W. Muniz
President & CEO

Attachments: 1. Scoring Sheet for Application Number 2014-152G conducted by Elizabeth Thorp.
2. Revised Purchase Contract for Ashley Oaks Property.
VIA: FACSIMILE (850) 488-9809 AND EMAIL: Ken.Reecy@floridahousing.org

December 16, 2013

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

Re: RFA 2013-005Financing to Build or Rehabilitate Smaller Permanent Supportive Housing Properties for Persons with developmental Disabilities
(Application Number 2014-152G)

Dear Mr. Reecy:

The ARC of Martin County wishes to protest the specifications of RFA 2013-005. Please find attached documents pertaining to our appeal and supporting documents explaining our cause.

The ARC of Martin County files this protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, F.A.C.

Thank you for your attention to this matter.

Sincerely,

Keith W. Muniz
President & CEO
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<tr>
<th>Development Center</th>
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**Financing to build or rehabilitate smaller permanent supportive housing properties for persons with developmental disabilities**

**RF 2013-005**
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<th>Committee</th>
<th>Needs All Requirements?</th>
<th>Evidence Provided</th>
<th>Application Name</th>
<th>Development Name</th>
<th>Menezdez Residential Facility</th>
<th>ARC of Martin County, Inc.</th>
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"AS IS" Residential Contract for Sale and Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES:
A to Z Properties, Inc. ("Seller"),
and,
The ARC of Martin County ("Buyer"),

agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale And Purchase and any riders and addenda ("Contract").

1. PROPERTY DESCRIPTION:
(a) Street address, city, zip: 466 SE Ashley Oaks Way, Stuart, Fl. 34997
(b) Property is located in: Martin County, Florida. Real Property Tax ID No. 04-39-41-006-000-00700-4
(c) Real Property: The legal description is SOUTH FORK ESTATES LOT 70 PML4-39-41-006-000-00700-40000

... together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.
(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the Initial offer are included in the purchase:
range(s)/oven(s), refrigerator(s), dishwasher(s), disposer, calling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, wall treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
...
(e) Other Personal Property items included in this purchase are:

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
(f) The following items are excluded from the purchase:

2. PURCHASE PRICE (U.S. currency): $300,000.00
(a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) $10,000.00
(b) Additional deposit to be delivered to Escrow Agent within ___ days after Effective Date. (if left blank, then 30)
(c) Financing: Express as a dollar amount or percentage ("Loan Amount") e.g. Paragraph B below
(d) Other: Grant "See Addendum" $290,000.00
(e) Balance to close (not including Buyer's closing costs, prepaid and prorated, prepaids and prorations by wire transfer or other COLLECTED funds) $0.00

NOTE: For the definition of "COLLECTION" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:
(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before ____________, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.
(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on February 12, 2014 ("See Addendum", "Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:
(a) If Closing funds (not Buyer's lender) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.

Buyer's Initials ___________________________ Seller's Initials ___________________________
(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' Insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' Insurance. If restoration of such utilities or services and availability of insurance has not occurred within ___ days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. OCCUPANCY AND POSSESSION:

(a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.

(b) Hereby, Seller agrees that if property is subject to lease(s) or occupancy after closing, Seller agrees to deliver occupancy and possession to Buyer free of tenants, occupants and future tenancies. If property is subject to lease(s) or occupancy after closing, Buyer shall have the right to terminate this Contract by delivering written notice of such election to Seller within 14 days after receipt of the above items from Buyer, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

7. ASSIGNABILITY: (CHECK ONE) Buyer may assign and thereby be released from any further liability under this Contract; or Buyer may assign but may not be released from liability under this Contract; or Buyer may not assign this Contract.

FINANCING:

8. (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer’s obligation to close.

(b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional, FHA, VA, or other. (Specify.) **See Addendum.** (Describe) loan on the following terms within ___ days after Effective Date. (If blank, 30 days after Effective Date or 90 days after an extension thereof.)

Effective Date (Loan Commitment Date) for (CHECK ONE): □ fixed □ adjustable □ fixed or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate of ___% (if blank, prevailing rate based upon無いの信頼性). and for a term of ___ years. (‘Financing’).

Buyer shall make mortgage loan application for the Financing within ___ days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing (‘Loan Commitment’) and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and loan commitment and authorize Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract up to the earlier of:

(i) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract; or

(ii) 7 days prior to Closing Date.

If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have been met; (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to an event specified in the Loan Commitment, in which event the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

[Signatures]
CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:
- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph B(c)(i) is checked)
- Title search charges (if Paragraph B(c)(ii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other:

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 15% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:
- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph B(c) is checked)
- Survey and appraisal charges, if required
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Owner's Policy Premium (if Paragraph B(c)(iii) is checked)
- Appraisal fees
- Buyer's inspection costs
- Buyer's attorneys' fees
- All property related insurance
- Other:

(c) TITLE EVIDENCE AND INSURANCE: At least 10 days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered by Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search, municipal lien search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below (CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or
☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or
☐ (iii) [MIAMI-DADE/MIAMI REGIONAL PROVISION]: Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and title fees for: (A) a continuation of or update of such title evidence, which is acceptable to Buyer's title insurer underwriter for refinance coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $_______ (if left blank, then $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) SURVEY: At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) HOME WARRANTY: At Closing, [ ] Buyer [ ] Seller [ ] N/A shall pay for a home warranty plan issued by [ ]

A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) SPECIAL ASSESSMENTS: At Closing, Seller shall pay: (i) the total amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, and that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (CHECK ONE):

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
☐ (b) Seller shall pay the assessment(s) in full prior or on the date of Closing.

If neither box is checked, then option (a) shall be deemed selected.
10. DISCLOSURES:

(a) RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in insufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) MOLD: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) FLOOD ZONE: ELEVATION CERTIFICATION: Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer’s lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a “Special Flood Hazard Area” or “Coastal Barrier Resources Act” designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and for flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance through the National Flood Insurance Program, Buyer may terminate this Contract by delivering written notice to Seller within (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Reform Act of 2012 (referred to as Biggert-Waters 2012) may phase in actuarial rating of post-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 80% of the year) and an elevation certificate may be required for actuarial rating.

(e) ENERGY BROCHURE: Buyer is advised to review the Florida Energy Efficiency Rating Information Brochure required by Section 653.065, F.S.

(f) LEAD-BASED PAINT: If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) HOMEOWNERS’ ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS’ ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.

(h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER’S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE, A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS MAY RESULT IN A CHANGE IN PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY APPRAISER’S OFFICE FOR INFORMATION.

(i) FIRPTA TAX WITHHOLDING: Seller shall inform Buyer in writing if Seller is a “foreign person” as defined by the Foreign Investment in Real Property Tax Act (“FIRPTA”). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a “foreign person”, Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalty of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) SELLER DISCLOSURE: Seller knows of no facts materially affecting the value of the Real Property which are not readily ascertainable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawns, shrubbery, and pool, in the condition existing as of Effective Date (AS IS Maintenance Requirement).
12. PROPERTY INSPECTION; RIGHT TO CANCEL:
(a) PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have, (if left blank, then 15)
31 days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed
by a Buyer selected during the Inspection Period. If Buyer determines, at Buyer's sole discretion, that the
Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such
election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the
Deposit paid shall be returned to Buyer, thereby, Buyer and Seller shall be relieved of all further
obligations under this Contract; however, Buyer shall be responsible for prompt payment for such
inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and
shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall
survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer
accepts the physical condition of the Property and any violation of governmental, building, environmental,
safety codes, restrictions, or regulations, but subject to Seller's continuing AS IS Maintenance
Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's
lender.

(b) WALK-THROUGH INSPECTION/RE-INSPECTION: On the day prior to Closing Date, or on Closing Date prior to
time of Closing, as specified by Buyer, Buyer's representative may perform a walk-through (and follow-up
walk-through, if necessary) inspection of the Property solely to confirm that all elements of Personal Property are on
the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance
Requirement and has met all other contractual obligations.

(c) SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS: If Buyer's inspection of
the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written
documentation or other information in Seller's possession, knowledge, or control relating to improvements to the
Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with
Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit Issues. Seller's
obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents
necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulling
such obligation, Seller shall be required to expend, or become obligated to expend, any money.

(d) ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES: At Buyer's option and cost,
Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCRROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and
other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the
State of Florida and subject to COLLECTION, disburse them in accordance with terms and conditions of this Contract.

Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting demands for the
Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions
permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this
Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its
disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or
Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents
a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such
action, all liability or the part of Agent shall fully terminate, except to the extent of accounting for any items previously
delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 476, F.S., as
amended and FREE rules to timely resolve escrow disputes through mediation, arbitration, or escrow
disbursement order.

Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in
any proceeding where Agent interprets the subject matter of the escrow, Agent shall recover reasonable attorney's
fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be
liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's wilful
breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this
Contract.

14. PROFESSIONAL A VICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square
footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals
for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction
contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all
representations (oral, written or otherwise) by Broker are based on Seller representations or public records. BUYER
AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES
FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT
PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.
Buyer and Seller (individually, the “Indemnifying Party”) each individually indemnifies, holds harmless, and releases Broker and Broker’s officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney’s fees at all levels, suffered or incurred by Broker and Broker’s officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party’s misstatement(s) or failure to perform contractual obligations; (iii) Broker’s performance, at Indemnifying Party’s request, of any task beyond the scope of services regulated by Chapter 476, F.S., as amended, including Broker’s referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 476, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) BUYER DEFAULT: If Buyer fails, neglects or refuses to perform Buyer’s obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller’s option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller’s rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker’s share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) SELLER DEFAULT: If for any reason other than failure of Seller to make Seller’s title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller’s obligations under this Contract, Buyer may elect to receive return of Buyer’s Deposit without thereby waiving any action for damages resulting from Seller’s breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance. This Paragraph 16 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation (“Dispute”) will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(a).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the “Mediation Rules”). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 shall be resolved by initiating action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY’S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney’s fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney’s fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”)

18. STANDARDS:

A. TITLE:

(i) TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS: Within the time period provided in Paragraph 18, the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be disclaimed by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner’s policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer’s marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and easements appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unpatented public utility easements of record located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines; (e) taxes for year of Closing and subsequent years; and (f)
STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") (CONTINUED)

assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that,
none prevent use of Property for RESIDENTIAL PURPOSES. If there exists at Closing any violation of items Identified
in (b) (i) above, then the same shall be deemed a title defect. Marketable title shall be determined according to
applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(c) TITLE EXAMINATION: Buyer shall have 6 days after receipt of Title Commitment to examine it and notify Seller in
writing specifying defects (d), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to
Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 6 days after date of receipt to
examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's
notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to
have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with
proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date or if
Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice. If Seller is unable to cure defects
within Cure Period, then Buyer may, within 6 days after expiration of Cure Period, deliver written notice to Seller: (a)
accepting Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use
reasonable diligent efforts to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with
existing defects and close this Contract on Closing Date or if Closing Date has passed, within the earlier of 10 days
after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and
receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.
If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, then
this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from
all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach
on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental
regulations described in STANDARD A (b)(c), (d) or (e) above, Buyer shall deliver written notice of such matters,
without the Surveyor's report, Buyer within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer
lately delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title
defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's
request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the
extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the
Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASES INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer a copy of current leases
with terms, conditions, and covenants, including, but not limited to, terms, conditions, and covenants, including, but not limited to,
that Seller is responsible for the payment of rent, taxes, and any other assessments, fees, or charges, and that Seller shall
shall fulfill all of the terms, conditions, and covenants of the leases.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financial statement,
claims of lien or potential liens known to Seller and (ii) that there have been no improvements or repairs to the Real
Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within
that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors,
subcontractors, suppliers and materialsmen in addition to Seller's lien affidavit settling forth names of all such general
contractors, subcontractors, suppliers, and materialsmen, further affording that all charges for improvements or repairs
which can serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. Time is of the essence in this Contract. Other
time for acceptance and Effective Date as set forth in Paragraph 9, any time periods provided for or dates
specified in this Contract, whether printed, handwritten, typewritten or inscribed herein, which shall and or occur on a
Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 9:00 a.m. (where the Property is
located) of the next business day.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable
to each other for damages so long as performance or non-performance of the obligation is delayed, caused or
prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual
transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer
or Seller, and which, by reasonable diligence, would prevent or overcome the Force Majeure. Buyer or Seller, and which, by, exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to
prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure
prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance

Buyer's Initials ___________________________ Page 7 of 11 ___________________________ Seller's Initials ___________________________
under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering
written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
further obligations under this Contract.
11. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's
personal representatives', or guardian's deed, as applicable to the status of Seller, subject only to matters described in
STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by
absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.
12. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:
(i) LOCATION: Closing will take place in the county where the Real Property is located at the office of the attorney or
other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no
title insurance, designated by Seller. Closing may be conducted by mail or electronic means.
(ii) CLOSING DOCUMENTS: Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale,
Certificate(s) of Title or other documents necessary to transfer title to the Property, the construction lien affidavit(s), owner's
possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all
work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood
valuation certification, and documents required by Buyer's lender.
(iii) PROCEDURE: The deed shall be recorded upon COLLECTION of all closing funds. If the Title Commitment
providers insurance against adverse matters pursuant to Section 677.7841, F.S., as amended, the escrow closing
procedure required by STANDARD J shall be waived, and Closing Agent shall, subject to COLLECTION of all closing
funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.
13. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 8(b) does not provide for
insurance against adverse matters as permitted under Section 677.7841, F.S., as amended, the following escrow and
closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not
more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall,
within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such
notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer
shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment,
Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special
warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take
title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of
warranties contained in the deed or bill of sale.
14. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the
day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including
special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other
expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event
premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be
made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow
deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due
allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when
current year's amount is not fixed but current year's assessment is available, taxes will be prorated based upon such
assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior
year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which
improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's
millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to
the County Appraiser for an informal assessment taking into account available exemptions. A tax proration
based on an estimate shall, at either party's request, be readdressed upon receipt of current year's tax bill. This
STANDARD K shall survive Closing.
15. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THOUGH: Seller shall,
on reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a
walk through (or follow-up walk-through if necessary) prior to Closing.
16. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant
to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 1.5% of estimated cost to
complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration
exceeds escrowed amount, Seller shall pay such actual costs (but not in excess of 1.5% of Purchase Price). Any
unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price,
Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby
releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree
damage by casualty or other natural occurrence shall be cost of pruning or removal.
STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") (CONTINUED)

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPOGRAPHIC OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwriting provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION OR COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, which have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

U. APPLICABLE LAW AND JURISDICTION: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in which the Real Property is located.

V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): If a seller of real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for $500,000 or less.

(i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(a).

(ii) Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(iii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and timely remit said funds to the IRS.

(iv) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1446-1(c) (2)(ii)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected upon terms set forth in the escrow agreement.

(v) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.
STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") (CONTINUED)

606. Upon receiving the stakes to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8286
607 and 8286-A, as filed.

608. W. RESERVED

609 X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and
610 against any real estate licensee involved in the negotiation of this Contract for any damage or defects
611 pertaining to the physical condition of the Property that may exist at Closing of this Contract and be
612 subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This
613 provision does not relieve Seller's obligation to comply with Paragraph 10(b). This Standard X shall survive
614 Closing.

615 ADDENDA AND ADDITIONAL TERMS

616 19. ADDENDA: The following additional terms are included in the attached addendum or riders and incorporated into this
617 Contract (Check if applicable):

618 □ A. Condominium Assn. □ M. Defective Drywell □ X. Kick-out Clause
619 □ B. Homeowner's Assn. □ N. Coastal Construction Control Line □ Y. Seller's Attorney Approval
620 □ C. Seller Financing □ O. Insulation Disclosure □ Z. Buyer's Attorney Approval
621 □ D. Mortgage Assumption □ P. Lead Based Paint Disclosure □ AA. Licensee-Personal Interest in
622 □ E. FHA/VA Financing Property
623 (Pre-1978 Housing) □ F. Appraisal Contingency □ BB. Binding Arbitration
624 □ G. Short Sale □ Q. Housing for Older Persons □ Other Addendum
625 □ H. Homeowner's/Loan Ins □ S. Lease Purchase/Option
626 □ I. RESERVED □ T. Pre-Closing Occupancy by Buyer
627
628 20. ADDITIONAL TERMS:
629 "See Addendum attached hereof and made a part hereof"

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COUNTER-OFFER/REJECTION

655 * [ ] Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
656 deliver a copy of the acceptance to Seller).

657 [ ] Seller rejects Buyer's offer.

658 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE
659 OF AN ATTORNEY PRIOR TO SIGNING.

660 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

661 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and
662 conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be
663 negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

Buyer's Initials: ____________________________ Seller's Initials: ____________________________
Buyer: The ARC of Martin County, Inc.

Buyer: By: Keith Muniz, President & CEO

Date: 12-6-13

Seller: A to Z Properties, Inc.

Date: 12-6-13

Buyer's address for purposes of notice

* Keith Muniz
* 2001 South Kanner Hwy.
* Stuart, FL 34994

Seller's address for purposes of notice

* Norman Zinkoff
* 4521 SW Bimini Circle
* Palm City, FL 34990

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

* Drew Pittman
Cooperating Sales Associate, if any
* Drew Pittman Realty
Cooperating Broker, if any

Listed Sales Associate
Seawall's Point Realty
Listing Broker
ADDENDUM

THIS ADDENDUM to "As is" Residential Contract for Sale and Purchase (the "Contract") is entered into as of the _ day of December, 2013, by and between A to Z PROPERTIES, INC., a Florida corporation ("Seller"), and THE ARC OF MARTIN COUNTY, a Florida not-for-profit corporation ("Buyer"), for real property described as: SOUTH FORK ESTATES LOT 76 PH/4-39-41-006-000-00760-40000, with an address of: 406 SE Ashley Oaks Way, Stuart, FL 34997 (the "Property"). The Contract and this Addendum shall collectively be referred to at times as the "Contract." The parties agree that the Contract shall be modified, supplemented and amended as follows:

1. Buyer is applying to the Florida Housing Finance Corporation for a grant on behalf of persons with disabilities (the "Grant"). Buyer will use the Grant to purchase the Property for the purpose of operating a group home for adult disabled persons. Buyer's obligation to proceed with the closing on the purchase of the Property is conditioned upon Buyer being approved for and receiving such Grant, in an amount not less than $280,000.00. If for any reason Buyer does not receive such Grant, Buyer may give Seller written notice thereof, whereupon this Contract shall be cancelled, all deposits hereunder shall be immediately returned to Buyer, and the parties shall have no further obligation to each other with respect to this Contract or the Property.

2. Buyer anticipates that it will receive notice of approval or denial for the Grant on or before December 31, 2013. If Buyer is awarded the Grant, Buyer shall give written notice thereof to Seller within five (5) business days of the receipt of such award, whereupon the contingency for Buyer to obtain such Grant shall be deemed satisfied, and Buyer's deposit money hereunder shall become non-refundable, except in the event of a Seller default hereunder. If Buyer is awarded the Grant, it is the intent of Buyer to close on or before February 12, 2014. However, it is possible that the Florida Housing Finance Corporation will not be prepared to fund such Grant by the scheduled closing date of February 12, 2014. Therefore, Buyer and Seller agree that the closing date hereunder may be extended up to and including February 28, 2014 to accommodate funding of the Grant, and further as set forth below.

3. Notwithstanding the foregoing, if the Grant is approved but still cannot be funded by February 28, 2014, Buyer shall have the right and option to extend the closing date hereunder for three (3) periods of one (1) month each by paying a non-refundable extension fee of $2,000.00 to Seller. Buyer may exercise the right to extend the closing date by giving written notice thereof to Seller and delivering with such notice a check to Seller in the amount of $2,000.00 representing the payment of said extension fee. The payment of such extension fee shall be non-refundable. If Buyer fails to close on the purchase of the Property, all deposit money paid and all extension fees paid hereunder shall be forfeited by Buyer to Seller in full.

4. If Buyer fails to receive an award of the Grant by December 31, 2013, Buyer shall have the option to seek mortgage financing to close on the purchase of the Property. Buyer shall have fifteen (15) days to obtain approval thereof; that is, if Buyer has not received approval
If buyer exercises paragraph 4 than the purchase price shall be $310,000 and then in the event buyer fail close by 2/22/14 seller shall retain the $10,000 deposit with no distribution to involved brokers.

for the Grant by December 31, 2013, Buyer may give Seller written notice thereof and have until January 15, 2014 within which to obtain approval for mortgage financing to complete the purchase of the Property. If Buyer is not able to obtain satisfactory mortgage financing arrangements by January 15, 2014 Buyer shall provide written notice thereof to Seller whereupon this Contract shall be cancelled, all deposit hereunder shall be immediately returned to Buyer, and the parties shall have no further obligation to each other with respect to this Contract or the Property. If Buyer is able to obtain an approval for satisfactory mortgage financing by January 16, 2014, Buyer shall have until February 12, 2014 within which to close on the purchase of the Property, provided, however, Buyer shall have the right to extend the closing date for up to ten (10) additional days in order to be able to satisfy all requirements and coordinate closing with Buyer's mortgage lender.

5. Seller, at Seller's expense, shall complete all remodeling/renovations on the Property prior to closing in a good and workmanlike manner and shall pass any required final inspections. All of such work shall be based upon proper permits, and such permits (if any) shall be closed out and any necessary Certificates of Completion/Occupancy shall be issued prior to closing and Seller shall remain financially responsible for any permits not timely closed out.

6. Buyer and Seller shall equally share the cost for a title search and exam and title insurance premium for an owner's policy of title insurance, as well as the settlement fee for the title insurance closing agent. The parties agree that they will use Lighthouse Title Services, Inc., 4420 Beacon Circle, West Palm Beach, Florida, 33407, to provide the title Insurance and closing services in connection with this transaction. Seller will reasonably cooperate with such closing agent in effectuating the closing.

7. Buyer and Seller each represents to the other that neither has dealt with a real estate broker or other agent in connection with this transaction other than Drew Pittman of Drew Pittman Realty. Seller shall be responsible for payment of the brokerage commission to Drew Pittman Realty in an amount equal to 2.5% percent of the purchase price. Other than Seller's obligation to pay the foregoing brokerage commission to Drew Pittman Realty, Buyer and Seller each agrees to indemnify and hold the other harmless from any claims for commission or finder's fee arising out of the acts or omissions of the other, which indemnification and hold harmless shall include all costs and attorneys' fees which may be incurred by the party entitled to indemnification and whether suit be brought or not.

8. Buyer will have an appraisal performed in connection with the Property not later than December 31, 2013, to be performed by a duly licensed Florida real estate appraiser. Buyer's obligations under this Contract are contingent on the appraised value of the property being equal to or greater than the purchase price. Moreover, the parties acknowledge that Seller may be selling the Property for less than fair market value (to be determined by the appraisal), and that this transaction would therefore be partly a gift and partly a sale. The difference between the purchase price and the fair market value (as established by the appraisal) shall be deemed to be a charitable contribution from the Seller to the Buyer, which is
a charitable organization. The Buyer will cooperate with the Seller in completing tax reporting forms necessary for Seller to claim any amount which may qualify as a charitable contribution.

9. The parties acknowledge that although they will endeavor to settle all financial matters at the time of closing, there may be unsettled financial responsibilities remaining at the time of closing. Therefore, at closing, the parties shall execute a closing agreement to be prepared by Buyer, providing that any unpaid charges, assessments, accounts or other matters related to the Property or the operation thereof arising prior to closing or related to Seller’s operation and ownership of the Property (including but not limited to unpaid utility charges, service contracts, assessments or taxes) shall remain the obligation of and be paid by Seller.

10. Seller shall indemnify and hold Buyer harmless from any claims, liabilities or damages related to matters arising before closing or arising from Seller’s ownership or operation of the Property, misrepresentations or breach of any warranties set forth herein or in any of the closing documents. Buyer shall indemnify and hold Seller harmless from any claims, liabilities or damages arising from Buyer’s ownership or operation of the Property after closing.

11. All notices, requests, consents and other communications required or permitted to be given under this Agreement will be in writing (including telefax or telecopy) and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier service, or shall be sent by electronic communication (whether by telefax, or telecopy), addressed as follows:

To Seller: A to Z PROPERTIES
4521 SW Bimini Circle N.
Palm City, Fl. 34990

To Buyer: THE ARC OF MARTIN COUNTY, INC.
2001 South Kanner Hwy.
Stuart, Fl. 34994

12. This Addendum may be executed in one or more counterparts, all of which when taken together shall be deemed to constitute one original document.

13. A duly executed facsimile copy of this Addendum shall be deemed an original for all purposes.

14. The parties hereto expressly stipulate and agree that each has had an adequate opportunity to have this Addendum reviewed by counsel of their choice and that they and their counsel are satisfied with the content and subject matter of this Contract.

15. This Contract shall not be construed against either party hereto on grounds of vagueness or for any other reason whatsoever, and the parties hereby expressly agree that this Contract was drafted mutually by each of them.
15 A. No Prorations of 2014 Real Estate Taxes

16. Except as modified hereby, all terms and conditions of the Contract are hereby ratified and reaffirmed. Any conflict between the terms of this Addendum and the Contract shall be controlled by this Addendum. Any references in the Contract or this Addendum to the "Contract" shall be deemed to include this Addendum.

A TO Z PROPERTIES,  
A Florida corporation

By: ____________________________________________
Norman Zlinhoff, President

Date: 12-6-13

THE ARC OF MARTIN COUNTY, INC.,  
A Florida not-for-profit corporation

By: ____________________________________________
Keith W. Muniz, President and CEO

Date: 12-15-13
Comprehensive Rider to the Residential Contract For Sale And Purchase

When Initiated by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors®/Florida Bar Residential Contract For Sale and Purchase between

A to Z PROPERTIES INC., a Florida corporation (SELLER)

and

THE ARC OF MARTIN COUNTY, a Florida not-for-profit corporation (BUYER)

corresponding the Property described as 406 SE Ashley Oaks Way, Stuart, FL 34997


Buyer's initials ___________________________ Seller's initials ____________

D. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENT TO CANCEL WITHIN 5 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For South Fork Estates

(Name of Community)

(a) AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").

(b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

(c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS $ 148 PER QUARTER. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS $ PER N/A PER

(d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

(e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

(f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS $ PER

(g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

(h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

(i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE: ___________  BUYER: The ARC of Martin County, a Florida not-for-profit corporation

DATE: ___________  BUYER: ____________________________

By: Keith Mincz, President & CEO
# RFA 2013-005 - Smaller Developments for Persons with Developmental Disabilities

<table>
<thead>
<tr>
<th>Application Number</th>
<th>Name of Development</th>
<th>County</th>
<th>Name of Applicant</th>
<th>Name of Contact Person</th>
<th>Total Units</th>
<th>Grant Requested</th>
<th>Funding Amount</th>
<th>Eligible For Funding?</th>
<th>Development Category (Funding - Direct, NC, R, C, or Combination)</th>
<th>Total Points</th>
<th>Ability to Proceed Rapidly</th>
<th>Qualifying Financial Assistance</th>
<th>Grant Leveraging</th>
<th>Florida Job Creation</th>
<th>Lottery Number</th>
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<tbody>
<tr>
<td>2014-143G</td>
<td>Country Walk</td>
<td>Citrus</td>
<td>Citrus County Association for Retarded Citizens, Inc.</td>
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<td>325,000.00</td>
<td>Y 18</td>
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<td>Charles Brewer</td>
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<td>Y 13</td>
<td>Y 325,000.00</td>
<td>Y 325,000.00</td>
<td>Y 13</td>
<td>325,000.00</td>
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<td>2014-147G</td>
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<td>Bradford</td>
<td>The Arc of Bradford County, Inc.</td>
<td>Sherry Ruskowski</td>
<td>1</td>
<td>324,940.00</td>
<td>Y</td>
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<td>Y 325,000.00</td>
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<td>Y 9</td>
<td>325,000.00</td>
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### Eligible Renovation Applications, sorted by Sorting Order

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<tr>
<th>Application Number</th>
<th>Name of Development</th>
<th>County</th>
<th>Name of Applicant</th>
<th>Name of Contact Person</th>
<th>Total Units</th>
<th>Grant Requested</th>
<th>Funding Amount</th>
<th>Eligible For Funding?</th>
<th>Development Category (Funding - Direct, NC, R, C, or Combination)</th>
<th>Total Points</th>
<th>Ability to Proceed Rapidly</th>
<th>Qualifying Financial Assistance</th>
<th>Grant Leveraging</th>
<th>Florida Job Creation</th>
<th>Lottery Number</th>
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<tbody>
<tr>
<td>2014-141G</td>
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<td>Franklin</td>
<td>UPARC, Inc.</td>
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<td>Y 72,000.00</td>
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<td>2014-154G</td>
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<td>1</td>
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<td>39 6 N</td>
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<td>Y 15</td>
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<td>21,000.00</td>
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<td>Y 34</td>
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<td>2014-134G</td>
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<td>2014-146G</td>
<td>Cowrie Rehab</td>
<td>Okaloosa</td>
<td>Horizons of Okaloosa County</td>
<td>Julia Mclainb</td>
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<td>Y 48,000.00</td>
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### Ineligible Applications, sorted in Application Number Order

<table>
<thead>
<tr>
<th>Application Number</th>
<th>Name of Development</th>
<th>County</th>
<th>Name of Applicant</th>
<th>Name of Contact Person</th>
<th>Total Units</th>
<th>Grant Requested</th>
<th>Funding Amount</th>
<th>Eligible For Funding?</th>
<th>Development Category (Funding - Direct, NC, R, C, or Combination)</th>
<th>Total Points</th>
<th>Ability to Proceed Rapidly</th>
<th>Qualifying Financial Assistance</th>
<th>Grant Leveraging</th>
<th>Florida Job Creation</th>
<th>Lottery Number</th>
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<td>ARC of Martin County, Inc.</td>
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<td>2014-154G</td>
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<td>Human Development Center</td>
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12-13-13
## RFA 2013-005 - Smaller Developments for Persons with Developmental Disabilities

### Recommendations

<table>
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<tr>
<th>Application Number</th>
<th>Name of Development</th>
<th>County</th>
<th>Name of Applicant</th>
<th>Name of Contact Person</th>
<th>Total Units</th>
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<th>Total Points</th>
<th>Eligibility Status</th>
<th>Grant Leveraging</th>
<th>Florida Job Creation</th>
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### Renovation Applications recommended for funding

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<th>Name of Applicant</th>
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<th>Total Grant Request Amount</th>
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<th>Total Points</th>
<th>Eligibility Status</th>
<th>Grant Leveraging</th>
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<td>The Arc of St. Lucie County</td>
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<td>The Arc North Florida, Inc.</td>
<td>Bobbte Lake</td>
<td>1</td>
<td>62,832.00</td>
<td>Renovation</td>
<td>33</td>
<td>6</td>
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<td>2014-148G</td>
<td>37th Road Home/ Arc of Alachua County</td>
<td>Alachua</td>
<td>The Arc of Alachua County</td>
<td>Judi L. Searles</td>
<td>1</td>
<td>73,886.00</td>
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<td>2014-144G</td>
<td>Consent Rehab</td>
<td>Okaloosa</td>
<td>Horizons of Okaloosa County</td>
<td>Judy McNabb</td>
<td>1</td>
<td>48,000.00</td>
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<td>Glyn Street Group Home Renovation</td>
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<td>Central Florida Group Homes, LLC</td>
<td>Roger Zhuang</td>
<td>1</td>
<td>72,000.00</td>
<td>Renovation</td>
<td>24</td>
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<td>Sterling Oaks Group Home Renovation</td>
<td>Seminole</td>
<td>Central Florida Group Homes, LLC</td>
<td>Roger Zhuang</td>
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<td>71,000.00</td>
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<td>Highland Terrace Group Home Renovation</td>
<td>Brevard</td>
<td>Central Florida Group Homes, LLC</td>
<td>Roger Zhuang</td>
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<td>23</td>
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<td>N</td>
<td>72,000.00</td>
<td>6</td>
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</table>

On December 13, 2013, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), F.S., Statute, Rule Chapter 28-130, F.A.C., and Rule 67-60.005, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., Statute, shall constitute a waiver of proceedings under Chapter 120, F.S. Stat.