

**FIRST AMENDMENT TO A MULTIFAMILY RENTAL DEVELOPMENT
AFFORDABLE HOUSING DEVELOPER AGREEMENT AMONG POLK COUNTY, GROVE
MANOR PHASE II, LLC, AND NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC.**

THIS FIRST AMENDMENT (the "Amendment") to a Multifamily Rental Development Affordable Housing Developer Agreement (the "Agreement") by and among Polk County, a political subdivision of the State of Florida, (the "County"), Grove Manor Phase II, LLC (the "Developer"), a Florida limited liability company, and Neighborhood Lending Partners of Florida, Inc., a Florida not-for-profit corporation ("NLP"), is made as of the Agreement Effective Date;

WHEREAS, the Parties entered the Agreement for the County to provide the Developer a Project Loan with NLP providing supporting Services to the County; and

WHEREAS, the Parties subsequently identified certain mistakes stated within the Agreement pertaining to the Project financing and loan payments; and

WHEREAS, the Parties desire to correct the Agreement mistakes;

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the parties agree, as follows:

1. The recitals stated above are true, correct, and incorporated herein as a material part of this amendment.

2. Article IV, Section 1.1 A. of the Agreement is amended and restated in its entirety, as follows:

1.1 A. Provide all the services and loan documentation including recording the loan documents necessary to facilitate and accomplish the loan closings for the Project Loan to include construction loan closing, permanent loan closing, disbursement of the Project Loan proceeds, and loan servicing. NLP shall also provide all services and documentation necessary to facilitate the disbursement of the Project Loan which will be evidenced by a subordinate promissory note and secured by a subordinate mortgage lien against Developer's leasehold interest in the Property executed and delivered by the Developer to NLP as the servicing agent for the County. Such mortgage and promissory note shall be subordinate in all respects to the Developer's first mortgage financing for the acquisition and construction of the Project and to the permanent First Mortgage, and to a second mortgage the Developer grants to the LWHA in the approximate amount of \$585,000.00 securing a capital lease payment. In addition, the Developer intends to obtain a subordinate loan from the LWHA in the approximate amount of \$1,000,000.00 which will be secured by a fourth priority leasehold mortgage.

3. Article V, Section 2.1 C. of the Agreement is amended and restated in its entirety, as follows:

2.1 C. Loan Servicing Fee: As compensation for servicing the Project Loan, NLP shall be entitled to annually receive a fee of 75 basis points on the Project Loan balance (the "Servicing Fee"), which fee shall be paid out of the annual interest payments NLP collects on the Project Loan. This fee shall be \$11,250.00 collected once a year.

4. Article VII, Section 1.3 of the Agreement is amended and restated in its entirety, as follows:

1.3 The County shall advance Project Loan funds allocated herein to NLP in accordance with SHIP funding requirements. NLP will disburse the Project Loan for County SHIP funds to the Developer and will disburse Project Loan funds in one or more advances subject to the Developer's project reimbursement request approved by NLP, and subject to the terms and conditions set forth herein and in the applicable loan documents to the Developer at the closing of the Project Loan pursuant to each request for project invoice reimbursement. The Developer may not request disbursement of Project Loan funds until the needed reimbursement requests are submitted for eligible costs. The amount of each loan reimbursement request shall be limited to the amount needed to pay such eligible costs. The Project Loan shall be evidenced by a promissory note(s) and secured by a third priority leasehold mortgage(s) and other loan documents, and the Project Loan shall be subject to the terms and conditions of an agreement ("Subordination Agreement") which subordinates the lien(s) securing the Project Loan to the lien(s) securing the First Mortgage loan. The Developer shall agree to the documents evidencing the Project Loan and expressly agrees to comply with and perform all of the terms and conditions of this Agreement, the note(s), the mortgage(s), the restrictive covenants contained in the Extended Use Agreement, and the other loan documents related thereto described below.

5. The final sentence of Article VII, Section 1.4 of the Agreement is amended and restated in its entirety, as follows:

To the extent there is insufficient Cash Flow in any year for Developer to pay all or any portion of the loan payment(s), the amount of the loan payments made shall be deferred and shall accrue, without interest, and will be payable at the thirtieth (30th) anniversary date of the promissory note evidencing the Project Loan.

6. The first sentence of Article XI, Section 1.5 is amended and restated in its entirety, as follows:

1.5 All of the SHIP Set-Aside Units in the Project shall be affordable for no less than a minimum of thirty (30) years from the date of Certificate of Completion or Certificate of Occupancy for the Project issued by the County.

7. All other items and conditions of the Agreement remain the same, and in force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the Agreement Effective Date.

ATTEST
STACY M. BUTTERFIELD, CLERK

POLK COUNTY, a political subdivision of
the State of Florida

Deputy Clerk

_____, Chair
Board of County Commissioners

Reviewed as to form and legal sufficiency:

County Attorney's Office

ATTEST

Grove Manor Phase II, LLC,
a Florida limited liability company

By: SHAG Grove Manor Phase II, LLC, a
Florida limited liability company, its Manager

Print Name

By: _____
Darren Smith, Manager

Title

ATTEST

Neighborhood Lending Partners of Florida,
Inc., a Florida not-for-profit corporation

By: _____

Print Name

Name: _____

Title

Title: _____