



July 2, 2024

Pinnacle at Cypress, LLLP
c/o Pinnacle Communities II, LLC
9100 S. Dadeland Blvd., Suite 700
Miami, Florida 33156

Re: Commitment for \$640,000 Loan to Finance the Development of Pinnacle at Cypress in the City of Fort Lauderdale, Florida

Ladies and Gentlemen:

The City of Fort Lauderdale, Florida (the “Lender”) offers to make a construction and permanent loan (“Loan”) to Pinnacle at Cypress, LLLP, a Florida limited liability limited partnership (the “Borrower”). This loan commitment is made upon the following terms and conditions:

1. Purpose: The purpose of the Loan is to finance the construction of Pinnacle at Cypress, an affordable housing development for seniors (the “Project”), generally located at 6520 N. Andrews Avenue, on N. Andrews Avenue northeast of the intersection of N. Andrews Avenue and NE 1st Avenue in the City of Fort Lauderdale (Portion of Parcel ID #494210130074).
2. Loan Amount: \$640,000. The Loan is non-recourse and non-amortizing and shall be secured by a subordinate mortgage on the Project, subordinate to all other secured financing obtained or to be obtained by Borrower.
3. Interest: Zero percent (0%) interest rate throughout the three (3) year construction period of the loan, and then two percent (2%) interest rate for the remainder of the fifteen and one-half (15.5) year permanent loan term. Interest shall accrue on a simple, non-compounding basis and become due and payable at the end of the permanent loan term.
4. Loan Term: The Loan shall be for a total of eighteen and one-half (18.5) years, whereby the first three (3) years shall be the construction period of the Loan, followed by fifteen and one-half (15.5) years for the permanent loan term. The maturity date may be extended by the Lender in its sole discretion.
5. Repayment and Forgiveness: Upon maturity, the Borrower shall repay the loan balance in full along with all interest which has accrued during the permanent loan term. The Loan Agreement shall have a provision for forgiveness exercisable by the Lender in its sole discretion at the end of the Loan Term.



6. General Conditions: The Borrower must demonstrate to the satisfaction of Lender prior to closing that it has secured other sources of financing for the Project, including but not limited to the tax credit equity to be contributed to the Borrower by its investor partner. Failure to provide these commitments before December 31, 2025, shall result in cancellation of the Loan. The Loan will close simultaneously with the closing of the construction loan for the Project and the admission of the investor partner in Borrower.
7. Special Conditions:
 - a. The Borrower shall enter into a loan agreement, mortgage and related documents with the Lender at closing. The parties will negotiate disbursement of the loan proceeds at the time of closing.
 - b. This loan is made to assist the development financially, but also to induce Florida Housing Finance Corporation to provide an allocation of Low-Income Housing Tax Credits (“LIHTC”) and/or other sources of financing to allow the development to be financially feasible. It is acknowledged that this loan amount is sufficient to qualify the development as a “Local Government Area of Opportunity” based upon Florida Housing Finance Corporation’s Request for Applications (RFA) 2024-202.
8. Subordination: Lender will consent to the subordination of its mortgage securing the Loan and any payments on the Loan to all other construction and permanent mortgage financing.
9. 9% Housing Credits Program: The Lender agrees to assist the Borrower in applying for the 9% Housing Credits program administered by the Florida Housing Finance Corporation for two LIHTC application cycles, beginning with 2024 and consistent with Paragraph 7(b) above.

This commitment is valid and in full force and effect through December 31, 2025. If you accept these terms, please execute a copy hereof and deliver the same to the Lender’s office.

Very truly yours,

City of Fort Lauderdale, Florida

By: _____
Name: Susan Grant
Title: Acting City Manager



ACCEPTED:

Pinnacle at Cypress, LLLP, a Florida limited liability limited partnership

By: PC2 Cypress, LLC, a Florida limited liability company, its general partner

By: *David O. Deutch, President*

Name: David O. Deutch

Title: President

Date: 7-2-2024