



THE PANTRY LOFTS

NWPF CRA

APPLICATION FOR CRA FUNDING
JULY 02, 2021



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TAB 1

APPLICATION FOR CRA FUNDING ASSISTANCE

City of Fort Lauderdale

Northwest-Progresso-Flagler Heights Community Redevelopment Agency (NWPF CRA)



APPLICATION FOR CRA FUNDING ASSISTANCE

Name of Principal Owner in Charge		Tel. No.		E-Mail Address	
Primary Contact for this CRA Request		Tel. No.		E-Mail Address	
Name of Business The Pantry Lofts, Ltd. (via Green Mills Holdings, LLC and The Pantry of Broward,		Tax ID No. GMH: 46-1384541		Company Website www.greenmillsgroup.com	
Business Address		Tel. No.		Fax No.	
City		State		Zip Code	
Commencement Date to Begin Project: January 2022 permitting Q4 2022 const.				JOB INFORMATION	
Completion Date for Project: _____				Full Time Equivalent (FTE) Jobs to be created _____	
Check Appropriate Description		Project Type		Facility Description	
↑Existing Business <input type="checkbox"/>		↑Expansion <input type="checkbox"/>		Existing Space _____ sq. ft.	
↑New Business <input type="checkbox"/>		↑Relocation <input type="checkbox"/>		New Space _____ sq. ft.	
NAICS Code / Industry Type		Date of Incorporation		State where the business was incorporated	
Proposed Project Location/City		Proposed Address			
Property Control Number(s)		Property Owner			
Owner Tel. No. (include Area Code)		Is there a lien on the property? ↑ Yes ↑ No			
Bank(s) Where Business Accounts for Projects Are		2.			
Held 1. Fifth Third					
Name of Participating Bank/Lender					
Amount \$ \$21M const. \$4.5M		Contact Person		Tel. No. (include Area Code)	
				Fax No. (include Area Code)	
Name of Other Financial Source					
Amount \$		Contact Person		Tel. No. (include Area Code)	
				Fax No. (include Area Code)	
Name of Other Financial Source					
Amount \$		Contact Person		Tel. No. (include Area Code)	
				Fax No. (include Area Code)	
Name of Other Financial Source					
Amount \$		Contact Person		Tel. No. (include Area Code)	
				Fax No. (include Area Code)	
Project Purpose and Economic Impact					

NOTE 1: If the project receives funds via another City, County, Federal or State program which also requires job creation/retention, the jobs created/retained for those programs must be in addition to the jobs required under this program.

NOTE 2: If project includes the purchase of equipment using CRA funds, then there must not be another UCC filing for the equipment.

Management: Owners, partners, officers, all holders of outstanding stock — 100% of ownership must be shown (*use separate sheet if necessary*).

Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To

PROJECT/ACTIVITY COST SUMMARY
1. Please state the overall project cost: \$_____
2. Please state the overall project costs related to the CRA’s assisted activity? \$_____
3. Please indicate the sources and uses of funds for the project on the following table.

Project Source(s) of Funding	Amount	Rate	Term
Bank Loan (specify)			
City funds			
CRA funds			
Company’s current cash assets			
Owner equity (specify)			
Other (specify)			
Other (specify)			
Other (specify)			
Total Sources			
Select the Use(s) of Funds and the Amount Need for Each	Sources of Funds (Yes or No)	Amount	
Land Acquisition			
Real Property Acquisition			
Utility and road infrastructure improvements			
New construction of commercial and industrial buildings			
Rehabilitation of commercial and industrial buildings			
Purchase and installation of equipment and fixtures			
Other (specify)			
Other (specify)			
Other (specify)			
Total Uses			

NOTE 3: Other “uses” include Architectural/Engineering Fees, Application Fees, Permit Fees Impact Fees

BUSINESS INDEBTEDNESS: Furnish the following information on all outstanding installment debts, code and other liens, notes and mortgages payable that relate to this project. The present balances should agree with the latest balance sheet submitted (*use a separate sheet if necessary*).

To Whom Payable	Original Amount	Original Date	Present Balance	Rate of Interest	Maturity Date	Monthly Payment
Name: _____	\$		\$	%		\$
Name: _____	\$		\$	%		\$
Name: _____	\$		\$	%		\$
Name: _____	\$		\$	%		\$
Name: _____	\$		\$	%		\$

THE FOLLOWING ITEMS MUST BE COMPLETED AND SUBMITTED WITH YOUR APPLICATION

1. A business plan which describes the company mission, market analysis, applicant capacity, economic analysis and project feasibility, a brief history and description of the company (*including the founding of the company*), overview of operations, product information, customer base, method and areas of distribution, primary competitors and suppliers within the County.
2. A list of general and limited partners, officers, directors and shareholders of the company. Please provide a resume for all the principals and key management.
3. Corporate income tax returns for the last three years (*personal returns may also be requested*).
4. Two separate lists that detail the existing jobs on your payroll and the new jobs to be created (*within the list please provide the job title of each position, a brief description of each position, annual salary for existing and new positions and the industry average salary for those positions*).
5. If machinery and equipment are being purchased with CRA funds, provide a list of all the items to be purchased, with quotes on vendor's letterhead. Include a statement from the manufacturer, attesting to the economic life of the equipment.
6. If business is a franchise, include a copy of the franchise agreement;
7. Bank Commitment Letter detailing the conditions of the loan approval.
8. Copy of IRS determination letter as a non-profit organization (*required for all non-profit organizations only*).
9. Signed copy of resolution or minutes from the meeting of the governing body authorizing submission of the application (*required for all non-profit organizations only*).
10. Articles of Incorporation or Division of Corporations information identifying authorized signatories
11. Copy of the Property Deed (*if the applicant is the owner*)
12. Copy of By-Laws (*required for all non-profit organizations only*).
13. Please sign and submit *Statement of Personal History* and *Credit Check Release* (as attached).
14. If project involves construction, please provide a minimum of two (2) detailed cost estimates prepared by Architect/Engineer and/or General Contractor, preliminary plans and specifications, Architectural Illustration and photos of existing conditions.
15. Attach a street map showing the location of the proposed project, Property Folio number and Legal Description.
16. Preliminary Project Schedule.

The following items are also needed, if your funding request is \$500,000 or more
(*not applicable for Commercial Façade, Streetscape Enhancement and Property and Business Improvement Incentive requests*)

17. CPA audited corporate financial statements for the last three years (*Profit and Loss Statement and a Balance Sheet*).
18. If the most recent business return and/or financial statement is more sixty (60) days old, please submit a current Interim Financial Statement.
19. Three year financial pro formas which include operating statements, balance sheets, funding sources, and use details.
20. Ten year revenue and expense projection for the project
21. Copy of sales/purchase agreement when purchasing land or a building (*or an executed lease if applicable*).
22. Provide details regarding any credit issues, bankruptcies and lawsuits by any principal, owning 20% or more of the business.
23. The names of all affiliates and/or subsidiary companies, and their previous three (3) years financial statements and Interim Financial Statements if the financial statements are more than sixty (60) days old.
24. Letter from the Department of Sustainable Development (DSD) approving the proposed project with zoning and land use designations, and Plan Development Review number and comments.
25. Identification and qualifications of project development team (*i.e., attorney, engineer, architect, general contractor, etc.*).

26. Current Broward County Assessed Value, new capital investment dollars and total estimated new assessment when completed and placed into service.
27. Existing Leases, Lease commitments and tenant makeup (if applicable).
28. Copy of Environmental Report showing there are no Environmental issues (if applicable).
29. Copy of Appraisal Report (if applicable).

THE FOLLOWING ITEMS ARE REQUIRED AFTER CRA BOARD APPROVAL AND PRIOR TO EXECUTION OF AN AGREEMENT AND RELEASE OF FUNDS

30. Evidence that all funds are in-place to fully fund the project.
31. A copy of the City approved project plans, contract with General Contractor and permits (Prior to Release of Funds)
32. Scope of work and all project costs
33. Copies of Insurance Certificates (Builders Risk/All Risk Policy, Commercial General Liability, Workers Compensation with the City of Fort Lauderdale and the Fort Lauderdale CRA listed as Additional Insured.


APPLICANTS CERTIFICATION


By my signature, I certify that I have read and understand the application, criteria, loan fees and program requirements. I further certify that all the information I (we) supplied is correct and accurate. All of the owners of the company/organization (regardless of ownership percentage) are aware of this loan and are in full agreement with the business securing financing for this project. My (our) signature(s) represent my (our) agreement to comply with City of Fort Lauderdale Community Redevelopment Agency, as it relates to this CRA funding request.

Each Proprietor, General Partner, Limited Partner and Business Owner, owning 20% or more must sign below. For all Non-Profit Organizations, all guarantors must be approved by City of Fort Lauderdale Community Redevelopment Agency.

Business Name: The Pantry Lofts, Ltd. (via Green Mills Holdings, LLC and The Pantry of Broward, Inc.) and as may be assigned to The Pantry Lofts NP GP, LLC

By:  July 2, 2021
 Signature and Title Mitchell Rosenstein, as manager of manager of Managing GP of The Pantry Lofts, Ltd. and/or as Member/Manager of Green Mills Holdings, LLC Date

Guarantors:  June 2, 2021
 Signature and Title Maureen E. Luna, as manager of manager of Managing GP of The Pantry Lofts, Ltd. and/or as Member/Manager of Green Mills Holdings, LLC Date
Maureen E. Luna June 2, 2021
 Digitally signed by Maureen E. Luna
 Date: 2021.07.02 14:28:37 -0400

Signature and Title Maureen Luna, on behalf of The Pantry of Broward, Inc. as co-GP of Applicant entity Date
 June 2, 2021

Signature and Title Mitchell Rosenstein, as authorized signer of Green Mills Investments, LLC (initial Limited Partner of The Pantry Lofts, Ltd.) Date

Signature and Title _____ Date

Signature and Title _____ Date



Northwest-Progresso-Flagler Heights Community Redevelopment Agency

PERSONAL HISTORY STATEMENT

PLEASE READ CAREFULLY - PRINT OR TYPE

Each Proprietor (if a Sole Proprietorship), General Partner (if Partnership), Limited Partner (if Partnership), Officer, Director and Business Owner (owning 20% or more of the business), must complete a Personal History Statement. For all Non-Profit Organizations, all guarantors must complete this form and be approved as guarantors by the City of Fort Lauderdale Community Redevelopment Agency.

Applicant/Business Name: _____	Participating Bank/Lender: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____

Personal Statement of (if you do not have a middle name, put NMN):

First Name: _____ Middle: _____ Last: _____
Social Security No.: _____ Date of Birth: _____ Place of Birth: _____

Present Address: _____ City: _____ State: _____ Zip: _____ From: _____ To: _____	Previous Address: _____ (needed if in present address less than 5 years) City: _____ State: _____ Zip: _____ From: _____ To: _____
Loan Requested from CRA: \$ _____ Loan Request from Bank(s): \$ _____ Percentage of Company Ownership: _____%	Are you a U.S. Citizen: <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, are you a Lawful Permanent Resident Alien: <input type="checkbox"/> YES <input type="checkbox"/> NO Alien Registration Number: _____

IT IS IMPORTANT THAT THE NEXT THREE (3) QUESTIONS BE ANSWERED COMPLETELY. AN ARREST OR CONVICTION RECORD WILL NOT NECESSARILY DISQUALIFY YOU. HOWEVER, AN UNTRUTHFUL ANSWER WILL CAUSE YOUR APPLICATION TO BE DENIED.

IF YOU ANSWER "YES" TO ANY OF THE QUESTIONS BELOW, PLEASE FURNISH DETAILS ON A SEPARATE SHEET. INCLUDE DATES, LOCATION, FINES, SENTENCES, WHETHER MISDEMEANOR OR FELONY, DATES OF PAROLE/PROBATION, UNPAID FINES OR PENALTIES, NAME(S) UNDER WHICH CHARGED, AND ANY OTHER PERTINENT INFORMATION.


1. Are you presently under indictment, on parole or probation? ☐ YES ☐ NO

(If YES, indicate the date parole or probation is to expire) _____

2. Have you ever been charged with and/or arrested for any criminal offense other than a minor motor vehicle violation? Include offenses which have been dismissed, discharged, or not prosecuted. ☐ YES ☐ NO

3. Have you ever been convicted, placed on pretrial diversion, or placed on any form of probation, including adjudication withheld pending probation, for any criminal offense other than a minor vehicle violation? ☐ YES ☐ NO

I hereby authorize the City of Fort Lauderdale to request criminal record information about me from the criminal justice agencies for the purpose of determining my eligibility.

Signature 	Mitchell Rosenstein, as manager of manager of	Date
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*ORIGINAL SIGNATURES REQUIRED



Northwest-Progresso-Flagler Heights Community Redevelopment Agency

CREDIT CHECK RELEASE FORM

I authorize the City of Fort Lauderdale Community Redevelopment Agency to obtain such information (*from any source necessary*), as the City/CRA may require concerning statements made in the application for the CRA funding (*including but not limited to, obtaining a copy of my credit report, current loan status reports and financial information from the Participating Bank/Lender*).

PLEASE NOTE: Each Proprietor (if a Sole Proprietorship), General Partner (if Partnership), Limited Partner (if Partnership), Officer, Director and Business Owner (owning 20% or more of the business), must complete this Credit Check Release Form. For all Non-Profit Organizations, all guarantors must complete this form and be approved as guarantors by the City of Fort Lauderdale Community Redevelopment Agency.

First Name: _____ Middle: _____ Last: _____

Social Security No.: _____ Date of Birth: _____

Driver's License (State and Number): _____

Home/Cellular Phone No.: _____ Office No.: _____

Current Home Address (*PO Boxes not accepted*): _____

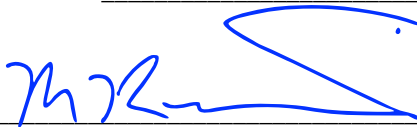
City: _____ State: _____ Zip Code: _____

Employer: _____

Employer Address: _____

City: _____ State: _____ Zip Code: _____

Company Phone No.: _____ Other No.: _____

Signature:  _____

Date: _____

***ORIGINAL SIGNATURES REQUIRED**



Northwest-Progresso-Flagler Heights Community Redevelopment Agency

APPLICATION REQUEST SUPPLEMENTAL INFORMATION

CRA Incentive Programs

Please select the incentive(s) you are applying for and insert the amount of funding assistance you are seeking:

<input type="checkbox"/> COMMERCIAL FAÇADE IMPROVEMENT PROGRAM	\$ _____
<input type="checkbox"/> PROPERTY AND BUSINESS IMPROVEMENT PROGRAM	\$ _____
<input type="checkbox"/> STREETSCAPE ENHANCEMENT PROGRAM	\$ _____
<input type="checkbox"/> DEVELOPMENT INCENTIVE PROGRAM	\$ _____
<input type="checkbox"/> PROPERTY TAX REIMBURSEMENT PROGRAM	\$ _____

Please provide a supplement sheet responding to the following numbered questions:

1. Please describe your project.
2. What is the address, folio number and legal description of the property.
3. What is the existing and proposed use of the property? Please note that certain uses are not eligible for CRA assistance. This includes convenience stores, pawn shops, check cashing stores, tattoo parlors, massage parlors, liquor stores and other uses as may be determined by the CRA that are inconsistent with the CRA Community Redevelopment Plan. Please note that there will be restrictive covenants placed on the property for minimum of 5 years restricting use of the property to only those uses for which CRA funding was provided.
4. Are the proposed improvements to the property being made on behalf of a proposed tenant for the property. If so, please provide a copy of the lease agreement.
5. What is the zoning of the property?
6. Are you the property owner? Please provide a copy of the deed of the property. You must be the owner of the property to apply.
7. Is your project new construction or is it renovation?
8. What is the total capital investment of your project and what is your hard construction and soft cost? (While property acquisition cost is not an eligible CRA expense, it may be included in your total capital investment)
9. What is the current Broward County Assessed Value of the property?
10. Is there a mortgage on the property? Please provide OR Book and Page. Please note that CRA funding is in the form of a 0% interest forgivable loan, forgiven after 5 year of project completion secured by a first

mortgage or subordinate mortgage on the property. Projects receiving over \$225,000 in CRA assistance will be secured by a forgivable loan forgiven after 7 years to 10 years depending on the level of CRA funding. Other forms of security in lieu of a forgivable mortgage will be considered on a case by case basis.

11. Are there any other liens or pending liens on the property? Please provide OR Book and Page.
12. Are there any code violations on the property? Identify.
13. Is the property listed "For Sale." Please note that properties listed for sale may not apply for CRA program funding.
14. How many new permanent jobs will be created by the project? Please describe the jobs to be created and projected salaries.
15. What is the estimated construction commencement date of the project? Please note that no work is to commence on the project unless a Program Agreement is approved and fully executed between the CRA and the property owner and that work must commence within 90 days of CRA funding approval.
16. What is the estimated completion date of the project? Please note that all approved projects must be completed within a maximum of three (3) years.
17. Please provide proof of your matching funds (i.e. bank statement, line of credit, etc.) and identify other proposed forms of financing for your project.
18. Do you have general liability and fire and casualty insurance on the property? You will be required to demonstrate proof of insurance and may include bonding requirements as required by the City/CRA prior to commencement of work. The cost of insurance may be included as part of your total project cost funded by the program.
19. Have you previously received funding from the CRA? Explain.

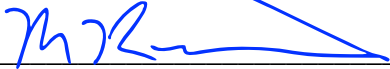
If you are applying for funding from the Commercial Façade Improvement Program, Property & Business Improvement Program and/or Streetscape Enhancement Program, please also complete the following:

20. Do you have a detailed scope of work? If so, please include for CRA review and approval.
21. Do you have completed architectural drawings for the scope of work to be performed? Please include along with architectural illustration(s) of the proposed work, material specifications, color selections, etc. Please note that architectural cost may be included as part of your total project cost.
22. Have your project plans been submitted for City Development Review and/or permitting and if so what are the status of the plans and the plan review number? All work must be permitted and approved by the Building Official.
23. Do you have detailed, written contractor cost estimates? If so, please provide.
24. Have you selected a contractor from the attached City/CRA Approved Contractor List? Please note if your contractor is not on the City/CRA approved list, it may be possible to have your contractor become an approved CRA Contractor. He/She will need to complete the attached Contractor Application for consideration.
25. If you are applying for the Facade Program or Property and Business investment Program, and if you are not using a City /CRA Approved Contractor, you must secure two detailed licensed and insured contractor cost estimates and CRA funding is limited to 60% of the lowest cost estimate not to exceed \$50,000 which can only be funded on a reimbursement basis, rather than a direct payment to the contractor. In addition, all

projects over \$50,000 may be assigned a CRA Construction Review Specialist who will determine the scope of work to be funded and will secure contractor pricing for the project, manage funding request and provide general project oversight.

26. For Streetscape Enhancement Program projects, see additional requirements for projects in excess of \$300,000 as required by Florida Statute 255.20.

I _____ attest that the information is correct to the best of my knowledge. I further understand that the CRA program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner/applicant. I further understand that I am responsible for providing all documentation required by The CRA.



Signature of

Property Owner or Business Owner

Print Name

List of all Jobs to be Created

Job Title	#	Brief Job Description	Annual Average Salary	Industry Average Salary	Experience/Education/Skills Required

***USE ADDITIONAL SHEETS IF NECESSARY**

Supplemental Information

1. Project Description:

The Pantry Lofts entails the development of an est. 90-unit residential tower, new facilities for the nonprofit partner, The Pantry of Broward, structured parking, and building amenities. This will be an affordable housing community geared towards a senior demographic, many of whom may be clients of The Pantry of Broward. We aim to develop a beautiful, safe, and thriving community along the ever-evolving Sistrunk corridor.

2. What is the address, folio number and legal description of the property.

610 NW 3rd Avenue Fort Lauderdale, FL PCN: 4942 34 07 6610

221 Sistrunk Blvd. Fort Lauderdale, FL PCN: 4942 34 07 6600

3. What is the existing and proposed use of the property?

The site is comprised of two adjacent lots. One lot is owned by a development partner, The Pantry of Broward, and includes its warehouses and offices. The second lot, owned by the City of Fort Lauderdale, is vacant. The proposed use of the property is a residential tower to include new facilities for The Pantry of Broward, structured parking, activated uses fronting Sistrunk, and included building amenities.

4. Are the proposed improvements to the property being made on behalf of a proposed tenant for the property. If so, please provide a copy of the lease agreement.

The development team, Green Mills Group and The Pantry of Broward, will co-develop and jointly own The Pantry Lofts. As this is not a conventional build-to-suit or build-to-lease development, copies of lease agreements for a specific tenant are not applicable. As a co-owner of The Pantry Lofts, and pursuant to its provision of land it currently owns, The Pantry of Broward will receive new facilities on the ground floor of The Pantry Lofts to continue and improve its mission of providing food for Broward County's needy seniors.

5. What is the zoning of the property?

The zoning of the property is NWRAC-MU.

6. Property Owner:

The Pantry of Broward, Inc. – a partner in the development and ownership of The Pantry Lofts – owns the larger parcel and will contribute it (likely via a long-term ground lease) to the new partnership in exchange for the construction of new facilities within the development. The adjacent lot, fronting Sistrunk Boulevard, is currently owned by the City of Fort Lauderdale. Our team, The Pantry and Green Mills, responded to an RFQ administered by Colliers on behalf of the City to obtain site control of this lot.

7. Is your project new construction or is it renovation?

New Construction

8. What is the total capital investment of your project and what is your hard construction and soft cost? (While property acquisition cost is not an eligible CRA expense, it may be included in your total capital investment)

Total Construction: Est. \$32,000,000

Hard Cost: Approx. \$21,500,000 including Pantry Facilities

Soft Cost: Approx. \$9,000,000 including soft costs, impact/building fees, financial costs, and misc. soft costs.

9. What is the current Broward County Assessed Value of the property?

The current assessed value for the Pantry of Broward is \$881,010. The County Property Tax Assessor's office estimates the City's lot value to be \$172,240. However, the City received an appraisal indicating value of \$560,000. According to the City's regulations, disposition to outside parties (not through the CRA) requires procurement and payment of appraised value, which our team agreed to given the lot's importance to the overall feasibility and developability of The Pantry Lofts.

10. Is there a mortgage on the property? Please provide OR Book and Page. Please note that CRA funding is in the form of a 0% interest forgivable loan, forgiven after 5 year of project completion secured by a first mortgage or subordinate mortgage on the property. Projects receiving over \$225,000 in CRA assistance will be secured by a forgivable loan forgiven after 7 years to 10 years depending on the level of CRA funding. Other forms of security in lieu of a forgivable mortgage will be considered on a case by case basis.

There are no known mortgages on either existing property. However, The Pantry Lofts will raise conventional senior debt, as customary for large commercial developments of this nature. As the CRA has done for previous affordable and workforce housing awardees, The Pantry Lofts will request a subordinate forgivable loan in the amount of \$640,000 at 0% interest with a term of 18 to 30 years.

11. Are there any other liens or pending liens on the property? Please provide OR Book and Page.

Per a recent title search, the City lot referenced liens, summarized below. However, per the terms of the Purchase and Sale Agreement between the development team and City, the City shall waive City-imposed liens prior to closing.

Furthermore, our development of The Pantry's land (and redevelopment of its facilities) as well as development of this City lot evidences our commitment to improving and beautifying under-developed land within the CRA without displacing or negatively impacting residents and businesses.

Record release of Code Enforcement Lien recorded in Book 38478, Page 44 which was assessed against the insured property together with evidence that the code violation on which said lien is based has been corrected in accordance with the requirements of the Code Enforcement Board imposing said lien.
Record release of Code Enforcement Lien recorded in Book 38766, Page 390 which was assessed against the insured property together with evidence that the code violation on which said lien is based has been corrected in accordance with the requirements of the Code Enforcement Board imposing said lien.
Record release of Code Enforcement Lien recorded in Book 42549, Page 1639 which was assessed against the insured property together with evidence that the code violation on which said lien is based has been corrected in accordance with the requirements of the Code Enforcement Board imposing said lien.

12. Are there any code violations on the property? Identify.

Please reference above answer on liens.

13. Is the property listed "For Sale." Please note that properties listed for sale may not apply for CRA program funding.

No

14. How many new permanent jobs will be created by the project?

Six permanent jobs will be created

15. Estimated Construction Commencement:

July 2023

16. Estimated completion date of the project?

November 2024

17. Please provide proof of your matching funds (i.e. bank statement, line of credit, etc.) and identify other proposed forms of financing for your project.

Please refer to Bank commitment letters in Tab 2 attachments.

18. Do you have general liability and fire and casualty insurance on the property? You will be required to demonstrate proof of insurance and may include bonding requirements as required by the City/CRA prior to commencement of work.

Property is not currently insured by the applicant, but all requirements will be met prior to closing.

19. Have you previously received funding from the CRA? Explain

The applicant has not previously received funding from the CRA.



TAB 2

PROJECT OVERVIEW AND BUSINESS PLAN

- ABOUT THE PROJECT & BRIEF HISTORY
- SUBMARKET INFORMATION / ANALYSIS
- APPLICANT CAPACITY
- ECONOMIC ANALYSIS & PROJECT FEASIBILITY
- PRIMARY COMPETITION / SUPPLIERS

ATTACHMENTS:

- CORPORATE PROFILES
- PROJECT PROFORMA / SOURCES & USES
- PROJECT DEBT & EQUITY LETTERS

PROJECT OVERVIEW & BUSINESS PLAN

ABOUT THE PROJECT& BRIEF HISTORY

Green Mills Holdings, LLC (and affiliated companies) and The Pantry of Broward, Inc., a nonprofit organization ("The Pantry"), forged a partnership to co-develop and co-own 'The Pantry Lofts', a proposed mixed-use, affordable/workforce housing community serving Fort Lauderdale's and Broward's residents.

The Pantry Lofts represents the best of local public/private partnerships. Both Green Mills and The Pantry are Fort Lauderdale-based companies, and The Pantry Lofts will develop on under-utilized land owned by The Pantry and the City of Fort Lauderdale to develop much-needed affordable housing - here in the City - while rebuilding and expanding The Pantry's warehouse and office facilities.

The Pantry Lofts development will achieve five main goals:

- Develop 80 to 100 units (estimating 90 within this package) of affordable/workforce housing, along with community features and amenities
- Develop new warehouse and office facilities for The Pantry to help further its mission, in exchange for their contribution of land
- Develop retail and promenade space fronting Sistrunk Boulevard to help activate and encourage the continued improvement along the Sistrunk corridor within the CRA
- Hire a total of six projected new employees between both the residential building (management and maintenance staff) and The Pantry's expansion
- Develop under-utilized and unattractive properties within the CRA

BUSINESS PLAN

Our team intends to submit an application to Florida Housing Finance Corporation ("FHFC") for competitive 9% Low Income Housing Tax Credits ("LIHTC"). If successfully awarded, these tax credit subsidies will translate into more than \$20,000,000 of institutional limited partner equity, needed to finance the development and construction of in-fill affordable housing, like The Pantry Lofts.

PROJECT OVERVIEW & BUSINESS PLAN

BUSINESS PLAN - CONT.

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Recently, FHFC's competitive 9% tax credit applications increased the import and scoring metrics to benefit development proposals which obtained meaningful Local Government Contributions (deemed 'Local Government Area of Opportunity' or "LGAO") which would be achieved by our request to \$640,000 of funding from CRA. Through the allocation of this funding, The Pantry Lofts has a much better chance of winning tax credits needed to finance the community. As outlined in the timeline, we will submit this highly competitive application, due in August (FHFC pushed their timeline up this year) with the goal of strengthening it with more points via the Local Government Area of Opportunity via the CRA/City's \$640,000 contribution.

Should The Pantry Lofts not win an allocation of competitive 9% tax credits, we would enough local and subordinate subsidies to balance the development budget in 4%/tax exempt bond scenario. The County's HFA has received some Federal recovery funds and has bonding capacity, but with a much lesser amount of tax credit equity, a larger contribution from the CRA will still be needed and may be requested in the future. Again, our priority is to secure the competitive 9% tax credits with a City/CRA LGAO contribution of \$640,000.

We have included within this CRA application a 15 Year operating budget and construction Sources & Uses, along with Debt and Equity Financing Commitments from institutional banks steeped in affordable/workforce housing finance. Green Mills has worked extensively with both of these banks on other, similar new construction developments in Florida.

PROJECT OVERVIEW & BUSINESS PLAN BACKGROUND

More than two years ago, Green Mills and The Pantry began exploring whether and how The Pantry's headquarters at NW 3rd Avenue, just off Sistrunk, could be redeveloped using tax credits. After many discussions, Green Mills and The Pantry came to a partnership agreement which would both develop affordable housing on The Pantry's land while incorporating a new headquarters (warehouse and offices) for The Pantry, in support of its mission to feed low-income seniors throughout Broward County.

The team then inquired to City staff about a small adjacent vacant lot, owned by the City. This City lot, while small, is strategically placed in between The Pantry's headquarters and Sistrunk Boulevard, and allows for a much more efficient development while providing an our team an opportunity to help aid in Sistrunk's continued redevelopment (without displacing residents and businesses). In 2020, the City of Fort Lauderdale issued a 'Request for Proposal' (via Colliers) to sell this City-owned. Our team responded, successfully, and was awarded firm site control of this City lot. The City parcel Purchase and Sale Agreement (which will be assigned to the single-purpose applicant limited partnership entity which requests tax credits) is provided within this CRA application. Also included within this application is a copy of the The Pantry's deed, evidencing ownership of their land. Prior to tax credit application to FHFC, it is expected that The Pantry will enter into a very long-term ground lease with the single-purpose applicant partnership entity.

Since then, we presented our development team and concept before the Progresso Village Civic Association and have remained in contact with Mr. Hankerson. Both are supportive our business plan. We have also been in contact with neighbouring businesses who ultimately supported our plan after our committing to ensure some retail and promenade space on the corner of Sistrunk and NW 3rd Avenue.

PROJECT OVERVIEW & BUSINESS PLAN

SUBMARKET INFORMATION /ANALYSIS

The subject property is located in the City of Fort Lauderdale, Broward County. This region has a total population of about 6 million people and a total of 2.3 million households with an average household size of 2.63 people. As of March 2019, the unemployment rate was 3.2%. Broward County has a current vacancy rate of 6.2%.

Broward County and the City of Fort Lauderdale are in dire need of new, quality affordable housing given the significant affordable housing shortage in the area. Green Mills and another local nonprofit, Broward Partnership for the Homeless, recently closed financing and broke ground on Seven on Seventh, a new construction tax credit community being built within the City's CRA. Here is an excerpt from the third-party market study performed by Meridian Appraisal Group which speaks to Fort Lauderdale's affordable housing need:

Broward County and the City of Fort Lauderdale are in dire need of affordable housing units for not only the homeless population but for other families needing affordable housing. There is a significant affordable housing shortage in the Broward County area and in the city of Fort Lauderdale. The subject units will supply new housing...

The Primary Market Area (PMA) is where most of the demand will come from. The area determination is based on data gathered in the Small Area Data (SAD) Case Study that can be found on the FHFC website. The study indicated that most affordable projects receive about 2/3 to 3/4 of their tenants from within ten miles. The Competitive Market Area (CMA) is defined as those projects lying in closest proximity to the subject that are competitive with the subject property. In large markets, numerous competitive properties can be found in proximity (within one mile) of the subject. In smaller markets, the CMA may expand beyond the PMA to capture a sufficient numbers of projects. The like-kind, existing, stabilized properties within the subject's Competitive Market Area (CMA), or sub-market, for the purpose of determining a like-kind inventory of competitive units in the Occupancy Analysis, consists of ten properties with a total of 1,615 units.

PROJECT OVERVIEW & BUSINESS PLAN

SUBMARKET INFORMATION / ANALYSIS

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PROJECT OVERVIEW & BUSINESS PLAN

APPLICANT CAPACITY

*OUR TEAM HAS THE CAPACITY AND WHEREWITHAL
TO DEVELOP, FINANCE, AND MANAGE THE
PANTRY LOFTS.*

Our team has the capacity and wherewithal to develop, finance, and manage The Pantry Lofts.

Green Mills has developed similar properties throughout the State, and recently closed financing and started construction for Seven on Seventh, another mixed-use affordable housing community here in the City (along Sunrise Blvd. and Avenue of the Arts).

The Pantry of Broward has owned its site for some time, and is providing site control to The Pantry Lofts partnership. A copy of the deed has been provided as evidence of site control, along with a to-be-assigned Purchase Agreement between the City and Green Mills for the adjacent City-owned lot.

Confidential financials have been provided via hard copy within our CRA application, further evidencing financial wherewithal. Green Mills exceeds banking guarantee requirements and monetary covenants by maintaining at least \$1,000,000 of liquidity and \$5,000,000 of net worth. Also provided via confidential hard copy are copies of corporate tax returns.

Green Mills and its principals, and The Pantry of Broward, have never defaulted on an obligation, been disbarred, barred or banned from working with local governments or receiving public subsidies. Green Mills has closed and built every affordable housing partnership that's been allocated tax credits by FHFC.

Enclosed as attachments are firm profiles for both Green Mills and The Pantry of Broward.

PROJECT OVERVIEW & BUSINESS PLAN

ECONOMIC ANALYSIS & PROJECT FEASIBILITY

The Pantry Lofts presents an opportunity to leverage CRA/City resources by a significant percentage against Federal and private sources.

JP Chase has committed a \$21,000,000 Construction Loan and a \$4,500,000 Permanent Senior Loan. Raymond James Tax Credits Funds has provided a Letter of Interest to provide more than \$25,000,000 of tax credit limited partner equity.

The permanent third-party sources - excluding the construction loan and deferred development fee - totalling approximately \$30,000,000, will leverage the requested CRA/City \$640,000 contribution significantly. All in all, under the current 9% tax credit scenario, the CRA/City \$640,000 contribution is currently projected to equal only approx. 2% of total development costs. That said, this LGAO contribution is a critical scoring component that will help increase the likelihood of The Pantry Lofts being awarded coveted 9% tax credits.



Enclosed as attachments are a detailed 15 year operating proforma, development Sources & Uses, and debt and equity commitments from institutional banks with whom Green Mills has financed other affordable/workforce housing communities.

PROJECT OVERVIEW & BUSINESS PLAN

PRIMARY COMPETITORS / SUPPLIERS

There are other affordable housing developers in Florida, however Green Mills Group is the only for-profit housing developer focused solely on affordable/workforce housing that is based in Fort Lauderdale. Moreover, The Pantry of Broward, also based in the City, is the County's leader in providing food to low-income seniors throughout Broward.

In this way, there simply is not another local competitor or team presenting a similar opportunity to redevelop under-utilized land in the CRA while supporting local businesses and residents.



Green Mills Group is the only for-profit housing developer focused solely on affordable/workforce housing that is based in Fort Lauderdale

ATTACHMENT

GREEN MILLS & THE PANTRY COMPANY PROFILES

FIRM PROFILE

ABOUT GREEN MILLS

Green Mills Group, LLC and Green Mills Holdings, LLC (and affiliated entities, referred to as “Green Mills”) is a real estate development firm based in Fort Lauderdale, Florida. The company’s expertise is sustainable, multifamily development with an emphasis on affordable, workforce, and permanent supportive housing. Green Mills’ team has managed the development and financing of 70+ residential communities representing more than 7,000 apartments and \$1 billion in total development costs. To achieve broad, community-driven outcomes, the firm often partners with local governments, for-profit companies, and not-for-profit organizations.

Green Mills maximizes business and mission-driven returns through diligent financial and market analyses, carefully researching available public and private financing sources while responding to civic objectives. Staff has extensive experience working with various public and private funding sources, including but not limited to Low Income Housing Tax Credits (“LIHTCs”), Historic Tax Credits (“HTCs”), HUD operating subsidies, taxable and tax-exempt municipal bonds, renewable energy subsidies, CDBG, HOME, SURTAX, Housing Authority Capital Funds, and conventional real estate debt and equity.

Since the company’s inception, Green Mills has one of the Florida’s highest competitive Low-Income Housing Tax Credit application success rates. Once approved for financing, Green Mills has never failed to close a transaction. Moreover, each completed Green Mills property was built on time and on budget, and every property has or will receive stringent ‘green’ energy efficiency certifications.



FIRM PROFILE

ABOUT THE PANTRY OF BROWARD



The Pantry of Broward, Inc. ("The Pantry") is a non-profit organization based in Fort Lauderdale. Founded in 2008 by Elizabeth "B.J." Buntrock, a local philanthropist, The Pantry sought to fill a void of charitable organizations within Broward County. The Pantry's central mission is to serve as a "one-stop shop" for low-income seniors throughout Broward County in need of more stable food sources. Each month, The Pantry provides its 425 regular clients with a 55-pound box of nutritional food, including fresh fruits, vegetables, and breads. A significant portion of The Pantry's clients are grandparents raising their grandchildren on fixed incomes. Their food programs are supplemented to include a health care component and sourcing affordable housing opportunities for seniors in Broward.

The Pantry will be a material partner in our proposed development, The Pantry Lofts. In exchange for a like contribution of land value from The Pantry, we will rebuild their warehouse and offices on the ground floor of our proposed community.



ATTACHMENT

PROJECT PROFORMA SOURCES & USES

PROJECT PROFORMA

The Pantry Lofts Executive Summary

Executive Summary		
Project Name	The Pantry Lofts	Unit Mix
City	Fort Lauderdale	0/1 -
County	Broward	1/1 72
Project Manager	Juanita Bernal	2/2 18
New Construction / Rehab	New	3/2 -
Construction Type	High-rise	4/2 -
Total Number of Units / GSF	90 / 156,503	Total 90
Number of Residential Buildings	1	
Number of Accessory Buildings	-	

Project Costs	Total	% Total	Per Unit	Per Net Sq. Ft.
Land / Acquisition / Brokerage	582,400	2%	6,471	9.18
Hard Cost Construction (includes Pantry)	21,496,352	67%	238,848	338.79
Hard Cost Contingency	1,059,318	3%	11,770	16.70
Developer Fee	4,057,261	13%	45,081	63.94
Construction Interest	940,475	3%	10,450	14.82
Financing Fees / FHFC Fees	872,100	3%	9,690	13.74
Operating Reserves (5% TDC)	438,038	1%	4,867	6.90
Soft Costs	2,665,495	8%	29,617	42.01
Total Project Costs	32,111,438	100%	356,793.76	506.09

Project Financing	Total	% Total	Per Unit	Per Net Sq. Ft.
Permanent Loan	4,500,000	14%	50,000	70.92
CRA/City - Local Gov't Contribution	640,000	2%	7,111	10.09
LIHTC Limited Partner Equity	25,935,406	81%	288,171	408.75
Deferred Developer Fee	1,036,032	3%	11,511	16.33
Total Project Financing	32,111,438	100%	356,793.76	506.09
Construction Loan	21,000,000	65%	233,333	330.97
LIHTC Equity During Construction	20,748,325	65%	230,537	327.00

PROJECT PROFORMA

The Pantry Lofts Development Set Up

General Information	
Development	The Pantry Lofts
City	Fort Lauderdale
County	Broward
State	FL
Deal Type:	9% - Comp. TC
% Affordable:	100%
Construction:	New
Building Type:	High-rise

Timing and Leasing Assumptions			
	Date	Months	# Occupancies upon C.O.
(Pre)development Start	7/1/20		22
Est. Closing	9/1/22	26	# Occupancies per Mo.
Construction Start Date	9/1/22	0	
1st C.O. (lease-up begins)	11/1/23	14	Event Duration (mos.)
100% Completion	12/1/23	1	Length of Construction
Full Certified Occupancy	3/1/24	3	Length of Lease-Up
Stab. / Conversion	8/1/24	5	Closing Through Conv.

Credit Delivery Schedule		
2023	-	
2024	2,812,619	
2025	2,882,000	

Rent Table										
Bedroom Type	# Units	Est. Ave. Sq. Ft.	Total Sq. Ft.	AMI %	Set-Aside	2021 Max Rent	Net/ Projected Rent	Monthly Rent	Rent PSF	Annual Rent
1 Bed / 1 Bath	11	650	7,150	30%	ELI	495	420	4,620	0.646	55,440
1 Bed / 1 Bath	48	650	31,200	60%	LI	990	915	43,920	1.408	527,040
1 Bed / 1 Bath	13	650	8,450	80%	HLI	1,320	1,245	16,185	1.915	194,220
2 Bed / 2 Bath	3	925	2,775	30%	ELI	594	504	1,512	0.545	18,144
2 Bed / 2 Bath	12	925	11,100	60%	LI	1,188	1,098	13,176	1.187	158,112
2 Bed / 2 Bath	3	925	2,775	80%	HLI	1,584	1,494	4,482	1.615	53,784
Total	90	705.00	63,450					83,895		1,006,740

Unit Sizes and Utility Allowances			Set Aside Restrictions Summary		
Type	Ave. SF	U/A Amt	Type	% Units	% Income
Studio	N/A	-	ELI	15.6%	7.3%
1 Bed / 1 Bath	650	75	LI	66.7%	68.1%
2 Bed / 2 Bath	925	90	HLI	17.8%	24.6%
3 Bed / 2 Bath	N/A	-			
4 Bed / 2 Bath	N/A	-			

Other Income and Operating Expenses							
Other Income	PUPY	Per Annum	Operating Expenses	PUPY	Per Annum	PSF	PUPM or %
Cable Revenue	50	4,185	Utilities	600	54,000	0.8511	
Laundry	100	8,370	Real Estate Taxes	750	67,500	1.0638	
Parking	-	-	Insurance	1,100	99,000	1.5603	
Misc. Revenue	-	-	R & M	750	67,500	1.0638	
Other Income	50	4,185	Administrative	550	49,500	0.7801	
Total:	200	18,000	Payroll, Tax, Benefits	1,700	153,000	2.4113	
Vacancy Factor		7%	Management Fee (PUPM)	636	57,256	0.9024	6%
Rental Income AGR		2%	Security	200	18,000	0.2837	
Other Income AGR		2%	Replacement Reserve	300	27,000	0.4255	
OPEX AGR		3%	Other	-	-	-	0%
			Total:	6,586	592,756	9.34	

NOI	
Year 1 Stabilized NOI	362,340

DSCR Checker	
Year 1 Hard DSCR (inc. City):	1.28
Year 15 Hard DSCR (inc. City):	1.31

PROJECT PROFORMA

The Pantry Lofts Debt Sources

Construction Loan		
Lender	Construction Const. Lender	Bond 50% Test
Mortgage Amount	21,000,000	N/A
TBD	4.75%	
Monthly Debt Service	83,125	
Pay down Start Date	8/1/24	Draw surplus (shortfall)
Forward Funded?	No	585,259
Same Lender as Permanent L	No	

Hard Debt Terms						
Lender	1 Permanent Lender	2	3 Fixed Rate Mortgage (3)			
Origination Date	8/1/24	8/1/24	10/2/17	Stabilized NOI		362,340
Interest Only Period (in mos)	-	-	-	Required DSCR		1.15
Adjusted Origination Date	8/1/24	8/1/24	10/2/17	Maximum Debt Service		315,078
Mortgage Amount	4,500,000			Total Hard Debt Service:		283,319
Interest Rate (Actual)	4.80%	1.00%	0.00%			
Amortization (in mos)	360	360	360	Current DSCR		1.28
Third Party Debt?	Yes	Yes	Yes	Year 15 DSCR		1.32
Monthly Debt Service	23,610	-	-	Senior + Sub DSCR		1.28
Annual Debt Service	283,319	-	-	Year 15 Senior + Sub DSCR		1.31
				Net Cash Flow per Unit (Year 1)		\$900

Soft (subordinate) Debt Terms					
Lender	1 ity - Local Gov't Contribution	2	3	4	5
Origination Date	2/1/21	2/1/21	2/1/21	2/1/21	2/1/21
Mortgage Amount	640,000				
Interest Rate	0.00%	0.00%	0.00%	0.00%	0.00%
Annual Payment	-	-	-	-	-
Excess Cash Flow Pays Princi	No	No	No	No	No
% Payable out of Cash Flow	0%	0%	0%	0%	0%
Simple or Compound	Simple	Compound	Compound	Compound	Compound
Third Party Debt?	Yes	No	Yes	Yes	Yes
Cash Flow Priority	3	9	5	6	7
Term (in months)	360	360	360	360	360
Maturity Date	2/1/51	2/1/51	2/1/51	2/1/51	2/1/51

Developer's Fee Timing					
Summary					
Total Fee	4,057,261				
Deferred Fee	1,036,032	26%			
Cash Fee	3,021,229	74%			
Funding Benchmark	Date Funded	Amount Paid	Percentage of Paid Fee	Percentage of Total Fee	
Equity @ Closing	09/01/2022	\$1,006,976	33.33%	24.82%	
Equity @ 50% Compl.	04/01/2023	\$0	0.00%	0.00%	
Equity @ 100% Compl.	12/01/2023	\$1,006,976	33.33%	24.82%	
Equity @ Cost Cert.	03/01/2024	\$0	0.00%	0.00%	
Equity @ Stabilization	08/01/2024	\$1,007,278	33.34%	24.83%	
Conversion	08/01/2024	\$0	0.00%	0.00%	
Deferred	08/01/2024	\$1,036,032		25.54%	

Deferred Developer Fee Note Terms	
Origination Date	12/1/23
Amount	1,036,032
Interest Rate	0.00%
Excess Cash Flow Pays Principle	Yes
% Payable out of Cash Flow	100%
Simple or Compound	Compound
Third Party Debt?	No
Cash Flow Priority	2

PROJECT PROFORMA

The Pantry Lotts Tax Credit Equity Sources

Tax Credit Input	
9% Credit Rate	9.00%
4% / Bonds Credit Rate	3.20%
Applicable LIHTC Rate	9.00%
Acq. Credit Rate	3.25%
Hist. Credit Rate	0.00%
TBD	
App or Artificial Credit Cap	2,882,000
Other Credits	0
Historic Credits Projected	0
DDA / OCT 30% Basis Boost?	yes
Personal Property per unit	\$3,500
Date Credits Start for Final Unit P.I.S.	
Final Year of Compliance Period	
Holding Period (Years)	
Federal Credit to Loss Ratio	

LIHTC Partnership Structure		
Lower Tier	TC, Losses%	CF / Residual
Limited Partner	99.99%	10%
GP 1	0.01%	90%
GP 2	0.00%	0%
SLP	0.00%	0%

Tax Credit Pricing (cents)	
Price / Federal Cr	90.00
Price / Historic Cr	0.00

Net Equity Calculation:					
	Total	Fund %	Credits	Price	Net Equity
LIHTC	28,820,000	99.99%	28,817,118	\$0.9000	25,935,406
Historic	0	99.99%	0	\$0.0000	0
Other	0.00	0.00%	0	0	0
					25,935,406
Total Eligible Basis			27,373,803	0	0
Less Historic			0	0	0
			0	0	0
for other					
Subtotal			27,373,803	0	0
For Area	130.00%		35,585,944	0	0
Adjusted Basis			35,585,944	0	0
Qualified Fraction			100.00%	100.00%	100.00%
Qualified Basis			35,585,944	0	0
Times Credit rate			9.00%	3.25%	20.00%
Subtotal LIHTC			3,202,730	0	0
TOTAL COMBINED LIHTC			3,202,730		
Reservation Request (or estimate)			2,882,000	Excess (short) Basis	2,741,282
ANNUAL FEDERAL CREDITS TO PARTNERSHIP					2,882,000
TOTAL HISTORIC CREDITS TO PARTNERSHIP					-

Equity Price and Pay-ins							
Capital Contribution Schedule				FEDERAL EQUITY		Historic Equity	TOTAL EQUITY
Event	Date	Months	Duration	%	\$	\$	\$
Equity @ Closing	09/01/2022		1	25.00%	\$6,483,852	\$0	\$6,483,852
Equity @ 15% Compl.	11/01/2022	2	2	0.00%	\$0	\$0	\$0
Equity @ 25% Compl.	02/01/2023	3	5	0.00%	\$0	\$0	\$0
Equity @ 50% Compl.	04/01/2023	2	7	0.00%	\$0	\$0	\$0
Equity @ 75% Compl.	07/01/2023	3	10	0.00%	\$0	\$0	\$0
Equity @ 98% Compl.	10/01/2023	3	13	55.00%	\$14,264,473	\$0	\$14,264,473
Equity @ 100% Compl.	12/01/2023	2	15	0.00%	\$0	\$0	\$0
Equity @ Cost Cert.	03/01/2024	3	18	0.00%	\$0	\$0	\$0
Equity @ Stabilization	08/01/2024	5	23	20.00%	\$5,187,081	\$0	\$5,187,081
Conversion	08/01/2024	0	23	0.00%	\$0	\$0	\$0
				100.00%	\$25,935,406	\$0	\$25,935,406
Error Check:				0	0	0	0

PROJECT PROFORMA

The Pantry Lofts Sources & Uses

Sources of Funds:						
		Total (\$)		Per Unit (\$)		%
LIHTC Limited Partner Net Equity		25,935,406		288,171		80.8%
Permanent Loan		4,500,000		50,000		14.0%
CRA/City - Local Gov't Contribution		640,000		7,111		2.0%
Deferred Developer Fee		1,036,032		11,511		3.2%
Total Sources of Funds		32,111,438		356,794		100.0%
Construction Loan		21,000,000		233,333		65.4%
CRA/City - Local Gov't Contribution		640,000		7,111		2.0%
LIHTC Equity During Construction		20,748,325		230,537		64.6%

Uses of Funds:						
	Cost Type	Total (\$)		Per Unit (\$)		%
Land	Land	560,000		6,222		1.7%
Brokerage Fee (Land)	Land	22,400		249		0.1%
Pantry Office - Land Cost	Land	1,500,000		16,667		4.7%
Hard Costs	Hard Costs	19,686,352		218,737		61.3%
Hard Cost Contingency @ 5.3%	Hard Costs	1,059,318	5%	11,770		3.3%
Solar Panels	Hard Costs	40,000		444		0.1%
Green Upgrades	Hard Costs	50,000		556		0.2%
Recreational / Owner Items	Hard Costs	220,000		2,444		0.7%
Accounting Fees/Cost Cert	Soft Costs	30,000		333		0.1%
Architect Fees (includes Civil)	Soft Costs	683,000	4.5%	7,589		2.1%
Green Commissioning, Certs	Soft Costs	30,000		333		0.1%
Plan and Cost Analysis	Soft Costs	5,000		56		0.0%
Building Permits	Soft Costs	268,000		2,978		0.8%
Utility Connection Fees	Soft Costs	374,670		4,163		1.2%
Environmental Report	Soft Costs	20,000		222		0.1%
Other	Soft Costs	0		0		0.0%
Impact Fees	Soft Costs	168,750		1,875		0.5%
Inspection Fees	Soft Costs	100,000		1,111		0.3%
Insurance	Soft Costs	150,000		1,667		0.5%
Legal Expenses	Soft Costs	150,000		1,667		0.5%
Market Study/Appraisal	Soft Costs	15,000		167		0.0%
Real Estate Taxes	Soft Costs	80,000		889		0.2%
Soft Cost Contingency	Soft Costs	120,000	2.6%	1,333		0.4%
Soils Testing	Soft Costs	15,000		167		0.0%
Survey	Soft Costs	35,000		389		0.1%
Title & Recording	Soft Costs	229,075		2,545		0.7%
Misc. Marketing (photos, printing, we	Soft Costs	12,000		133		0.0%
Travel & Related	Soft Costs	10,000		111		0.0%
FHFC Credit Underwriting Fee	Soft Costs	14,000		156		0.0%
FHFC Admin. / Allocation Fee	Soft Costs	260,000		2,889		0.8%
FHFC Application Fee	Soft Costs	3,000		33		0.0%
FHFC Compliance Monitoring Fee	Soft Costs	201,600		2,240		0.6%
Other Soft Cost	Soft Costs	0		0		0.0%
Construction Period Interest	Const. Interest	940,475		10,450		2.9%
Const. Loan Fees	Financing Fees	178,500		1,983		0.6%
Const. Loan Closing Costs	Financing Fees	30,000		333		0.1%
Perm Loan Fees	Financing Fees	45,000		500		0.1%
Perm Loan Closing Costs	Financing Fees	20,000		222		0.1%
Other Legal	Financing Fees	93,000		1,033		0.3%
Lender Inspection Fees	Financing Fees	27,000		300		0.1%
Org Costs	Soft Costs	10,000		111		0.0%
Rent-up, Marketing	Soft Costs	160,000		1,778		0.5%
Operating Deficit Reserve	Reserves	438,038		4,867		1.4%
Dev Fee - Land/Broker (above appraisal	Dev Fee			0		0.0%
Developer Fee & Overhead	Dev Fee	4,057,261	16%	45,081		12.6%
Total Uses of Funds		32,111,438		356,794		100.00%

PROJECT PROFORMA

The Pantry Lofts LIHTC 15 Year Cash Flow Projection

Cash Flow Projection															
Year (Timing)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Year (Calendar)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Operating Income	503,370	1,026,875	1,047,412	1,068,361	1,089,728	1,111,522	1,133,753	1,156,428	1,179,556	1,203,147	1,227,210	1,251,755	1,276,790	1,302,326	1,328,372
Gross Potential Rent	(35,236)	(71,881)	(73,319)	(74,785)	(76,281)	(77,807)	(79,363)	(80,950)	(82,569)	(84,220)	(85,905)	(87,623)	(89,375)	(91,163)	(92,986)
Vacancy Loss	468,134	954,594	974,093	993,575	1,013,447	1,033,715	1,054,390	1,075,478	1,096,987	1,118,927	1,141,306	1,164,132	1,187,414	1,211,163	1,235,366
Net Rental Revenue:															
Cable Revenue	2,093	4,269	4,354	4,441	4,530	4,621	4,713	4,807	4,903	5,001	5,101	5,204	5,308	5,414	5,522
Laundry	4,185	8,537	8,708	8,882	9,060	9,241	9,426	9,614	9,807	10,003	10,203	10,407	10,615	10,827	11,044
Parking	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc. Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Income:	8,370	17,075	17,416	17,765	18,120	18,482	18,852	19,229	19,614	20,006	20,406	20,814	21,230	21,655	22,088
Net Revenue:	476,504	972,068	991,510	1,011,340	1,031,567	1,052,198	1,073,242	1,094,707	1,116,601	1,138,933	1,161,712	1,184,946	1,208,645	1,232,818	1,257,474
Operating Expenses															
Real Estate Taxes	40,500	55,620	57,289	59,007	60,777	62,601	64,479	66,413	68,406	70,458	72,571	74,749	76,991	79,301	81,680
Insurance	50,625	69,525	71,611	73,759	75,972	78,251	80,599	83,016	85,507	88,072	90,714	93,436	96,239	99,126	102,100
R & M	74,250	101,970	105,029	108,180	111,425	114,768	118,211	121,758	125,410	129,173	133,048	137,039	141,150	145,385	149,746
Administrative	37,125	50,985	52,515	54,090	55,713	57,384	59,106	60,879	62,706	64,586	66,524	68,520	70,575	72,692	74,873
Payroll, Tax, Benefits	114,750	157,590	162,318	167,187	172,203	177,369	182,690	188,171	193,816	199,630	205,619	211,788	218,141	224,686	231,426
Management Fee (10%)	14,725	20,000	20,500	21,000	21,500	22,000	22,500	23,000	23,500	24,000	24,500	25,000	25,500	26,000	26,500
Security	13,500	18,540	19,096	19,669	20,259	20,867	21,493	22,138	22,802	23,486	24,190	24,916	25,664	26,434	27,227
Replacement Reserve	20,250	27,000	27,000	27,000	27,000	27,810	27,810	27,810	27,810	27,810	28,644	28,644	28,644	28,644	29,504
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating Expenses:	444,567	609,729	627,211	645,217	663,763	683,676	703,352	723,619	744,493	765,993	788,973	811,783	835,277	859,476	884,401
Net Operating Income:	31,937	362,340	364,299	366,123	367,803	368,522	369,890	371,088	372,108	372,940	373,738	374,163	373,368	373,342	373,073
Senior Debt Service	(283,319)	(283,319)	(283,319)	(283,319)	(283,319)	(283,319)	(283,319)	(283,319)	(283,319)	(283,319)	(283,319)	(283,319)	(283,319)	(283,319)	(283,319)
Senior DSCR	1.28	1.29	1.29	1.29	1.30	1.30	1.31	1.31	1.31	1.32	1.32	1.32	1.32	1.32	1.31
Cash Flow Available for Level 1:	-	78,020	80,980	82,894	84,464	85,202	86,570	87,769	88,789	89,650	90,459	91,144	91,844	92,562	93,294
Cash Flow Available for Level 2:	-	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Cash Flow Available for Level 3:	-	74,020	75,980	77,804	79,484	80,202	81,570	82,769	83,789	84,620	85,419	86,184	86,944	87,704	88,464
Deferred Developer f	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

ATTACHMENT

PROJECT DEBT & EQUITY COMMITMENTS

BANK COMMITMENT LETTER - DEBT



July 1, 2021

Mitchell Rosenstein
Green Mills Group
3323 West Commercial Boulevard, Suite E220
Ft. Lauderdale, FL 33309

**Re: The Pantry Lofts
Fort Lauderdale, Broward County, Florida**

Dear Mr. Rosenstein:

Thank you for considering JPMorgan Chase Bank, N.A. ("JPMorgan Chase" or "Lender") as a potential construction and permanent lender for the development of affordable rental housing to be known as **The Pantry Lofts**, Broward County, Florida. We have completed a preliminary review of the materials you have submitted, and the following is a brief outline of the terms that we propose to underwrite for credit approval. Of course, this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase to provide financing for the project nor an offer to commit, but is rather intended to serve as a basis for further discussion and negotiation should you wish to pursue the proposed transaction. Our interest and preliminary terms are subject to change as our due diligence and discussions with you continue. Such a commitment can only be made after due diligence materials are received, reviewed and approved and credit approval has been obtained.

Facilities: JPMorgan Chase will provide a credit facility in the amount of **\$21,000,000**, the proceeds of which will fund a construction loan to the Borrower. Subject to Lender's receipt from Impact CIL, LLC ("Impact") of a commitment to purchase, and subject to the Borrower meeting the conditions required for conversion, Lender will close a permanent loan for sale to Impact in an amount not to exceed **\$4,500,000**.

Borrower: TBD

General Partner: TBD

Developer: TBD

Project: The Pantry Lofts will consist of an 90-unit affordable rental property that will be targeted towards elderly households and located in Fort Lauderdale, Broward County, Florida.

Construction Loan

Amount: \$21,000,000; subject to final budget, sources and uses of funds, and LIHTC equity pay-in schedule.

Initial Term: 24 months.

JPMorgan Chase Bank, N.A. • 100 North Tampa Street, Suite 3300, Tampa, Florida 33602
Telephone: 813.483.8297 • tammy.haylock-moore@chase.com

BANK COMMITMENT LETTER -DEBT

Interest Rate:	One-Month Libor (subject to 50 bps Floor) + 250 bps (3% as July 1, 2021) with interest-only payments due monthly.
Commitment Fee:	1% of the loan amount.
Extension Option:	One, conditional, six-month maturity extension.
Extension Fee:	0.25% of the remaining loan commitment amount.
Collateral:	First mortgage; other typical pledges and assignments.
Guarantee:	Full payment and completion guarantees and environmental indemnity a guarantor or guarantors/indemnitor(s) satisfactory to JPMorgan Chase.
Developer Fee:	Assigned to Lender. Notwithstanding provisions of the LP or LLC Agreement, any payments of developer fee prior to permanent debt conversion are subject to Lender's prior approval and control.
Tax Credit Equity:	At least 15% must be paid in at closing. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.
Subordinate Liens:	Subordinate financing will be permitted subject to approval of terms by JPMorgan Chase and Impact.
Repayment:	Construction Loan will be repaid with principal reductions from equity funded at or subsequent to construction completion and the Permanent Loan.
Loan to Value:	Up to 80% including the value of the real estate and tax credits.
Contract Bonding:	100% Payment and Performance Bonds from "A" rated surety

Permanent Loan

Amount:	\$4,500,000 subject to final underwriting and in accordance with, and subject to satisfaction of, Impact's requirements.
Forward Commitment:	24 months plus one six-month option.
Fees:	Loan Fee– greater of \$7,500 or 0.75% of perm loan, payable at Construction Loan closing. Conversion Fee: \$10,000, payable at Permanent Loan closing.
Interest Rate:	The applicable interest rate for the Permanent Loan shall be locked at Construction Loan closing. Current underwritten rate is 5.00% with principal and interest payments due monthly upon conversion. Please note that credit markets are volatile. Loan fees and interest rates are subject to adjustment prior to commitment.
Rate Lock:	Forward rate lock must be secured by a second lien subordinate note. The subordinate note is equal to the lesser of 3% of the Permanent Loan amount or Yield Maintenance Amount. At stabilization/conversion closing, the secured subordinate lien will be released. Security forfeited if loan does not convert.

BANK COMMITMENT LETTER - DEBT

Term:	18 years.
Amortization:	35 years.
Collateral:	First mortgage; other typical pledges and assignments.
Guarantee:	After conversion, the Permanent Loan shall be non-recourse to the Borrower, except as to standard carve-outs for the Borrower, General Partner, and Key Principals.
Loan to Value:	Up to 85% of the stabilized rent-restricted value.
Conversion Requirements:	<ul style="list-style-type: none">• 1.20x debt service coverage ratio (DSCR); 1.15x all-in DSCR including all loans requiring debt service payment. Commercial income will be excluded from DSCR analysis.• 90% economic and physical occupancy for 90 days.
Prepayment Terms:	Prepayments are subject to yield maintenance, except for the last three years of the term. During the last three years, the prepayment fee will be 1% of the loan balance. There is no prepayment fee during the final 90 days of the term.
Escrows/Reserves:	Escrows required for property taxes, insurance, and replacement reserves. Minimum replacement reserve of \$250/unit/year or as required by Equity. Debt service reserve shall be funded with a minimum contribution of six months of debt service expense.

We appreciate the opportunity to discuss the possibility of providing construction and permanent financing for the proposed project with you. This letter of interest is for your, the local authorities and Florida Housing Finance Corporation's information and use only; and is not to be shown to or relied upon by other parties. Please note that JPMorgan Chase and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein or otherwise. JPMorgan Chase and its affiliates may share information about you in connection with the potential transaction or other possible transactions with you.

This letter, which expires July 31, 2022, serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender and to change as described above. Please note that JPMorgan Chase cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Sincerely,

JPMorgan Chase Bank, NA



Tammy Haylock-Moore, Authorized Officer

BANK COMMITMENT LETTER - DEBT

The Pantry Lofts Development, Fort Lauderdale, FL
By: Green Mills Holdings, LLC, and or its assignees

By: 
Name: Mitchell Rosenstein
Title: Manager

BANK COMMITMENT LETTER - EQUITY

RAYMOND JAMES

July 1, 2021

Mr. Mitchell Rosenstein
c/o Green Mills Group
100 SE 3rd Ave., FL 10
Fort Lauderdale, FL 33394

Re: Project: The Pantry Lofts
 Partnership/Applicant: To be determined
 Fund: To be determined
 Property Location: Fort Lauderdale, Broward County, Florida

Dear Mr. Rosenstein,

This letter of intent for construction and permanent financing will confirm our agreement (“Agreement”) whereby Raymond James Tax Credit Funds, Inc. (“RJTCF”) shall attempt to effect a closing (“Closing”) of an investment by a Fund sponsored by RJTCF (the “RJTCF Fund”) in the above named partnership (“Partnership”) on the assumptions, terms, and conditions contained in this letter of intent, or such other assumptions, terms and conditions as are acceptable to you, RJTCF and the RJTCF Fund.

Based upon the Partnership receiving \$2,882,000 in annual low income housing tax credits, and further based on terms and conditions as set forth below, the anticipated total equity investment of the RJTCF Fund in the Project is \$25,935,406 or \$0.90 per low income housing tax credit allocated to the RJTCF Fund, subject to market conditions. The Applicant is the beneficiary of the equity proceeds. The RJTCF Fund anticipates purchasing \$28,817,118 (99.99%) of the total low income housing tax credits allocated to the Applicant. The RJTCF Fund’s net investment is anticipated to be funded based upon the following schedule:

- 25% (\$6,483,852) paid prior to or simultaneous with the closing of construction financing
- 55% (\$14,264,473) paid at 98% construction completion
- Balance (\$5,187,081) paid at project stabilization and receipt of 8609s
- The amount of equity to be paid prior to construction completion shall be \$20,748,325.

This letter of intent is subject to RJTCF’s satisfactory completion of its normal due diligence, and is also subject to the approval by the Investment Committee of RJTCF of the terms and conditions of the investment in its sole discretion based on then current market conditions, including availability of investment funds and pricing for tax credits.

Raymond James Tax Credit Funds, Inc.
A Subsidiary of Raymond James Financial, Inc.
880 Carillon Parkway • St. Petersburg, FL 33716
800-438-8088 Toll Free • 727-567-8455 Fax
Visit our Web Site at www.RJTCF.com

BANK COMMITMENT LETTER - EQUITY

For more than 25 years Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for over 2,100 tax credit properties nationwide. We look forward to working with you.

Sincerely,



Sean Jones
VP - Director of Acquisitions
Raymond James Tax Credit Funds, Inc.

Acknowledged and Accepted:

The Pantry Lofts Development, Fort Lauderdale, FL

By: Green Mills Holdings, LLC, and or its assignees

By: 
Name: Mitchell Rosenstein
Title: Manager



TAB 3

THE PANTRY LOFTS

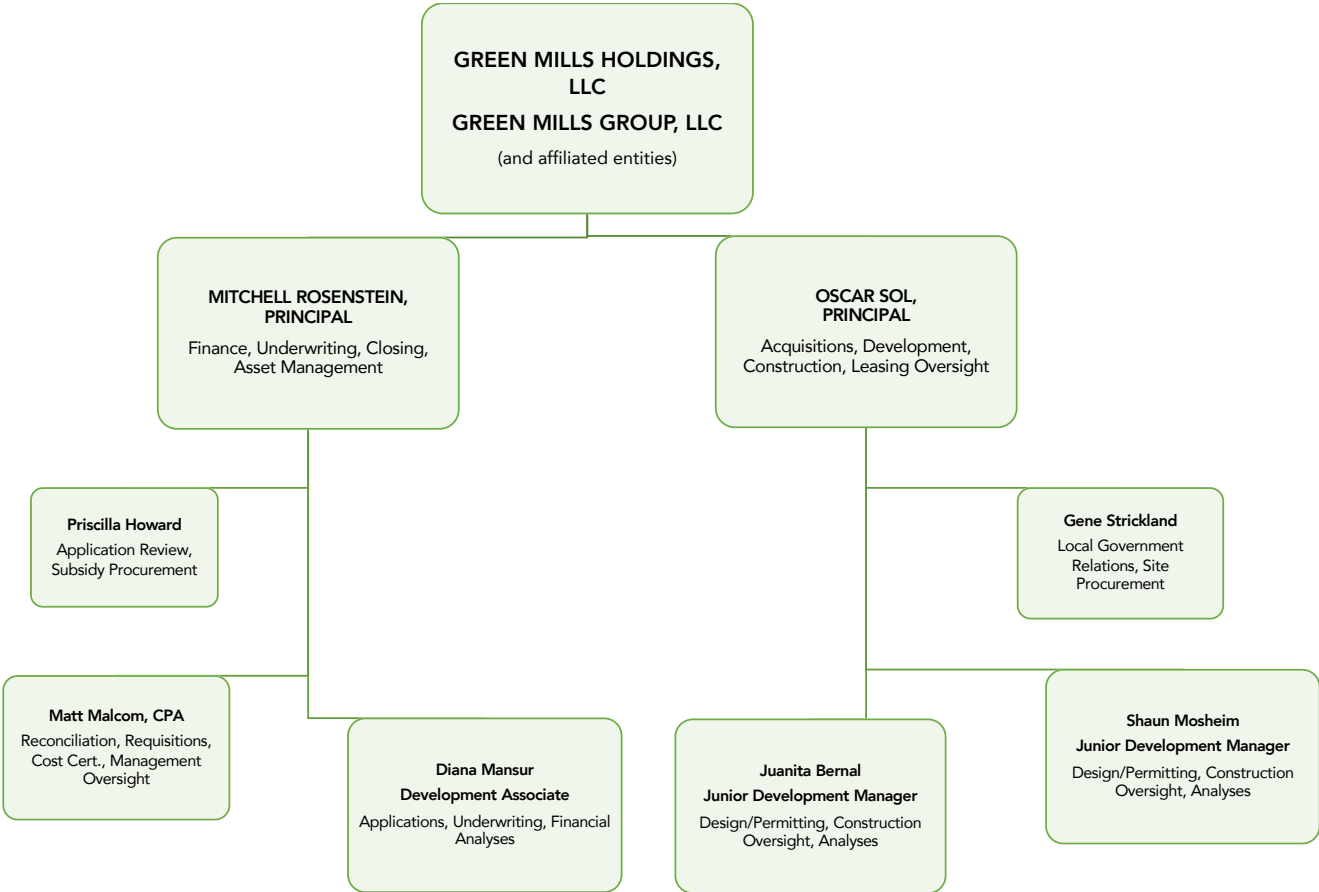
- DEVELOPMENT TEAM ORGANIZATIONAL CHART & BIOS
- GREEN MILLS GROUP ORGANIZATIONAL CHART
- GREEN MILLS GROUP BIOS / RESUMES
- THE PANTRY OF BROWARD INC. BOARD ROSTER
- THE PANTRY OF BROWARD INC. BY-LAWS
- PROJECT KEY STAFF
- PROJECT PROFESSIONALS

ATTACHMENTS:

- CIVIL ENGINEER - FLYNN ENGINEERING
- ARCHITECT - GALLO HERBERT ARCHITECTS
- CONTRACTOR - JWR
- LEGAL - HOLLAND & KNIGHT / NELSON MULLINS

ORGANIZATIONAL STRUCTURE & STAFFING

DEVELOPMENT TEAM



OUR SUCCESS IS LARGELY A RESULT OF THREE RELATED FACTORS:
WE LISTEN TO LOCAL STAKEHOLDERS, WE SPECIALIZE IN
SUSTAINABLE, WORKFORCE, MULTI-FAMILY HOUSING, & WE HAVE
AN EXCEPTIONAL TEAM OF PROFESSIONALS.

GREEN MILLS GROUP BIOS

As developer and managing partner, Green Mills will oversee design, construction, financing, and asset management responsibilities. The company's expertise is sustainable, multifamily development with an emphasis on affordable, workforce, and supportive housing. Green Mills' team has managed the development and financing of nearly 70 residential communities representing more than 7,000 apartments and \$1 billion in total development costs. Within the last five years alone, Green Mills has completed or is currently developing over 875 multi-family residences.

Green Mills is owned and managed by Mitchell Rosenstein and Oscar Sol. Rosenstein and Sol will manage the development process and supervise the work of the various team members. Specifically, Mr. Rosenstein will manage efforts related to financing, credit underwriting, and asset management. Mr. Sol will manage efforts related to design, permitting, construction, and leasing. Green Mills' organization chart and personnel biographies are below.

OSCAR SOL

MANAGING PARTNER, GREEN MILLS

Prior to launching Green Mills, Oscar successfully managed acquisitions, development, and construction activities for one of the nation's largest affordable and multifamily housing developers. His resume includes the successful completion and occupancy of more than 40 communities with over 5,000 apartments, valued at more than \$1 billion. He's managed award winning public-private partnerships, mixed-use, mixed-income; transit-oriented developments (TOD), senior housing, garden apartments and public housing redevelopments. He earned a Bachelor's of Arts degree in Economics and an Environmental Studies certificate from Florida International University, graduating with honors.

MITCHELL ROSENSTEIN

MANAGING PARTNER, GREEN MILLS

Prior to founding Green Mills, Mitch managed the corporate and development finance activities

for one of the country's largest affordable and multifamily housing developers, where he was responsible for the negotiation and closing of more than 40 transactions with value exceeding \$1 billion. Mitch successfully closed financing using low-income housing tax credits (LIHTC), taxable and tax-exempt bonds, historic tax credits (HTC), tax increment financing (TIF), corporate lines of credit, conventional debt, and equity.

Mitch was previously appointed to the Board of Directors of Neighborhood Lending Partners, a consortium bank focused on workforce housing and in-fill commercial development. Currently, Mitch serves on the Affordable Housing Advisory Committees for both Broward County and the City of Fort Lauderdale. Mitch is actively involved with various non profits and trade groups, including Big Brothers Big Sisters of Greater Miami, New Leaders Council and Ghost Light Society of the Broward Center. Mitch graduated with high honors from the University of Florida, earning a Bachelor of Science degree in Finance and a Minors Degree in Economics.

JUANITA BERNAL

JR DEVELOPMENT MANAGER, GREEN MILLS

Juanita is a Junior Development Manager at Green Mills Group. Her architectural education and experience provide the foundation to her current role of managing our communities' design, permitting, and construction. Prior to joining Green Mills, Juanita worked for a renowned architecture firm based in West Palm Beach. She holds a Bachelor's degree in Architecture from FAU and recently received her Master's degree in Real Estate Development.

Juanita has been actively involved with ULI for three years and is the co-chair of their Young Leaders of Palm Beach division. In 2019, she was appointed to the ULI Urban Development /Mixed-Use Product Council. Recently Juanita and three senior-level ULI members founded the ULI Prop-tech Council.

GREEN MILLS GROUP BIOS - CONTINUED

DIANA MANSUR

DEVELOPMENT ADMIN, GREEN MILLS

Ms. Mansur joined Green Mills Group in 2016 to provide development, application, accounting, and administrative support. Diana oversees corporate strategic initiatives, assists with financial analyses, and manages general legal/development correspondence. Diana works closely with principals to design and implement quality control measures which help ensure Green Mills' properties are built on time and on budget. Diana graduated from Nova Southeastern University with a degree in sport science.

SHAUN MOSHEIM

JR DEVELOPMENT MANAGER, GREEN MILLS

Shaun joined Green Mills Group in 2020 shortly after earning his Master's in Real Estate Development and Urbanism from the University of Miami. As a Junior Development Manager, Shaun is responsible for analyzing new development opportunities and managing active projects from their early subsidy application stages through lease-up and stabilizations.

Before pursuing his career in real estate, Shaun traded commodities across foreign markets for eight years. He holds a Bachelor's of Science in Business Management from Tulane University in New Orleans, where he tries to visit once a year.

GENE STRICKLAND

STRICKLAND REAL ESTATE

Gene served the City of Lakeland for 34 years as Assistant City Manager and is very knowledgeable about municipal operations. He also understands the importance of historical preservation in communities. He served nine years in the U.S. Army Reserves and was President and a Board Member of the Boys and Girls Club for forty years. He received the National Service to Youth Award from the Boys and Girls Clubs of America. Since retiring, Gene has worked as a real estate broker and consultant, concentrating on commercial real estate and affordable housing developments. Mr. Strickland spearheaded six developments in Hardee, Polk, and Charlotte Counties resulting

in over 600 affordable homes. His relationship with the principals of Green Mills spans almost 10 years. In addition, Gene volunteers his time by serving on several local non-profit boards, including Sun and Fun, Inc., and Noah's Ark.

MATT MALCOM

CPA

Matt is a licensed Certified Public Accountant with over 15 years of experience working with various types of tax credit-financed transactions. Matt's clients include real estate developers (affordable, market rate and commercial), non-profits, state and local governments, and financial institutions. In December 2010, Matt formed Malcom Accounting Services, LLC to provide accounting and consulting services to clients. With 15 years of public accounting experience working on publicly financed transactions, Matt handles GAAP accounting and reporting function and assists with structuring and controlling functions when needed.

As active developers of both completed and to-be-developed communities - entirely similar to what is proposed here - our companies technically have many affiliated entities.

PRISCILLA HOWARD

COMMUNITIES SOLUTIONS GROUP

Mrs. Howard served as a manager for Department of Community Affairs and Florida Housing Finance Corporation (FHFC) where she developed and implementing the SAIL, SHIP, Housing Credit, Single-family and Multifamily Bond, Predevelopment Loan, HOME, Enterprise Zone Incentives, Community Contribution Tax Incentives, and Sales Tax Abatement programs. Since leaving FHFC, Mrs. Howard has continued to help the State of Florida develop its housing policies, working closely with non-profits and governmental agencies to help them understand the intricacies of complex financing programs. For eight years, Mrs. Howard served as a commissioner representing the general interest of the citizens of Florida on the Affordable Housing Study Commission. She currently serves on the Federal Home Loan Bank of Atlanta Affordable Housing Advisory Council.

GREEN MILLS IS PROUD TO BUILD HIGH-QUALITY COMMUNITIES, ON TIME, & ON BUDGET. BY DOING SO, WE HAVE AN EXCELLENT REPUTATION AMONG OUR GOVERNMENT, COMMUNITY, & BUSINESS PARTNERS.



GREEN MILLS PARTNERS, OSCAR AND MITCHELL, HAVE BEEN INVOLVED IN THE DEVELOPMENT OF VARIOUS PROJECTS THROUGHOUT THE YEARS.

THE PANTRY OF BROWARD TEAM



Maureen E. Luna

CHIEF EXECUTIVE OFFICER

MAUREEN E. LUNA

CHEIF EXECUTIVE OFFICER - THE PANTRY

Maureen E. Luna is the Chief Executive Officer for The Pantry of Broward – a nonprofit organization dedicated to serving Seniors living on low-fixed incomes, and Grandparents raising their Grandchildren. Ms. Luna brings to The Pantry of Broward more than 20 years of experience in project management, client/ donor relations and fundraising from both the public and private sectors.

In 2015, Ms. Luna was chosen by the Board of Directors as their CEO. Prior roles with The Pantry of Broward included Secretary of the [founding] Board of Directors [2007 – 2011]. Ms. Luna was an active Board Member in the role of fundraising and special events and was credited for creating the signature annual event for the organization - grossing more than 40% of the annual operating budget. In 2015 when Ms. Luna acceptable the role of CEO The Pantry of Broward had revenues slightly above \$300,000. By the close of the 2020 fiscal year Ms. Luna has made great strides in the fundraising efforts bringing the revenues to over \$6 million dollars and growing the organization from serving 150 Seniors monthly to 600 Seniors monthly. With a proven record of executing under pressure, Maureen lead the organization to grow their distribution to more than 2 million pounds of food annually, up from 400,000 when she started.

Ms. Luna's leadership in and outside of The Panty of Broward had earned her the trust and support of Donors, Foundations and Corporations all who support the mission of The Pantry of Broward. Ms. Luna credits her success thus far to the support of her Board or Directors, dedicated staff, and passionate volunteers.

THE PANTRY OF BROWARD TEAM

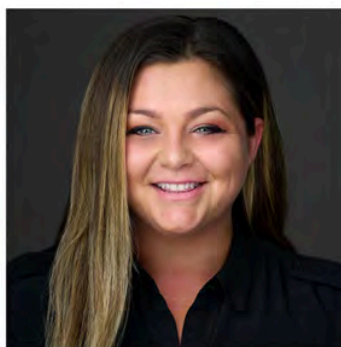
ADDITIONAL TEAM MEMBERS



Michelle Barthole
DIRECTOR OF PROGRAM SERVICES



Warren Lubow
DIRECTOR OF OPERATIONS



Ashlie Rolfe
DIRECTOR OF COMMUNITY RELATIONS



Jerre Feeney
VOLUNTEER MANAGER



Daniel McGuire
CASE MANAGER



Justin Rosenblum
WAREHOUSE AND BUILDING OPERATIONS
MANAGER



Karen Santiago
FINANCE MANAGER



Noe Clarivius
DRIVER



Cynthia Floria
ADMINISTRATIVE ASSISTANT

THE PANTRY OF BROWAR BOARD OF DIRECTORS



BOARD OF DIRECTORS

as of March 2021

Chair

EJ Spector
Spector Law Offices

Treasurer

Bob D'Angelo
Best Rental Services

Secretary

Steven Daigle
Bank of America

Legal Counsel

Robert Spector
Spector Law Offices

Chief Executive Officer

Maureen E. Luna

Member

Katie Karl
Breakthru Beverage

Member

Thomas Mullin
Seminole Hard Rock Hotel & Casino

Member

Kristin Neves
Janssen Oncology, a division of Johnson and Johnson

Member

Paul Perez
Paulimar Financial Services

Member

Henry Pisano
Pisano Destinations

Member

Johnny Williams
ProMotion Sports & Entertainment

THE PANTRY OF BROWARD BY-LAWS

AMENDED AND RESTATED BYLAWS OF THE PANTRY OF BROWARD, INC. (A Not-For-Profit Florida Corporation)

ARTICLE I NAME

Section 1.1. Name. The name of the Corporation shall be The Pantry of Broward, Inc. (the "Corporation").

ARTICLE II ORGANIZATION

Section 2.1. Statement of Purposes. The purposes of this Corporation, as expressed in its Amended and Restated Articles of Incorporation, shall be for the purpose of transacting any or all lawful business for which corporations may be incorporated under the Florida Not for Profit Corporation Act and to operate within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding section of any future Federal tax code. Without limiting or expanding the foregoing, the specific purposes for which the Corporation was formed are to improve the dignity of low-income seniors and grandfamilies by proudly providing support services, food and housing.

The purposes of the Corporation may be modified from time to time by the Board of Directors, provided any modification in purpose shall also be not for profit purposes associated with mission of the Corporation.

Section 2.2. Dissolution. In the event of the dissolution of the Corporation, the Board of Directors ("Board") shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the remaining assets of the Corporation, exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes, as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law), as the Board shall determine. Any of such assets not so disposed of shall be disposed of by the court having proper jurisdiction in the county where the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

Section 2.3 Nonprofit Legal Status.

(a) Nonprofit Legal Status. The Corporation is a Florida non-profit public benefit Corporation and is tax exempt under Section 501(c)(3) of the United States Internal Revenue Code.

(b) Exempt Activities Limitation. Notwithstanding any other provision of these Amended and Restated Bylaws, no Director, officer, employee, member, or representative of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be

THE PANTRY OF BROWARD BY-LAWS

taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code as it now exists or may be amended, or by any organization contributions to which are deductible under Section 170(c)(2) of such Code and the Internal Revenue Service's Treasury Regulations, as they now exist or may be amended. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any Director, officer, member, or other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws.

ARTICLE III **MEMBERSHIP**

Section 3.1. Members. This Corporation is a non-profit, non-stock corporation, and shall have no members.

ARTICLE IV **BOARD OF DIRECTORS**

Section 4.1. Management. All powers of the Corporation shall be exercised by and under the authority of the Board, and the property, business and affairs of the Corporation shall be managed under the Board's direction. Except as specifically set forth to the contrary herein, the Board may not take any action, except upon the approval thereof by the affirmative vote of a majority of the Board present at a meeting at which a quorum of no less than one half of the Directors are present. The affirmative vote of not less than two thirds (2/3) of the Directors shall be necessary for all actions by the Board relating to the following:

4.1.1. Approval of charitable gifts, transfers, distributions, and grants by the Corporation to other entities;

4.1.2. Adoption of an amendment to the Articles of Incorporation or the Bylaws;

4.1.3. Organization of a subsidiary or affiliate by the Corporation; and

4.1.4. Approval of any merger, consolidation or sale or other transfer of all or a substantial part of the assets of the Corporation.

Section 4.2. Number of Directors. The number of Directors may at any time be increased or decreased by a majority vote of the Board, but in no event shall the number of Directors be fewer than three (3). In the event of an increase in the number of Directors, the additional directorships created shall be filled in the manner prescribed herein for the Election of Directors in accordance with Section 4.4.

Section 4.3. Nomination of Directors. Not less than one (1) month prior to the annual meeting of the Board ("Annual Meeting"), the Board shall appoint a nominating committee consisting of three (3) Board members. The committee shall compile and submit to the Board a slate of candidates for all Director positions which are to be filled at the Annual Meeting. The individuals named in the slate shall be deemed to be nominated. Nothing shall preclude a nominating committee member from being included in the slate. Directors shall be elected at the

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Annual Meeting by a two-thirds (2/3) vote of the Board and shall serve for a term ending when their successors are elected or until the said Director(s)' earlier resignation, removal from office or death. Prior to the vote, individual Board members may nominate other candidates to be considered in addition to those named in the nominating committee's slate. Directors may serve no more than two (2) consecutive three (3) year terms.

Section 4.5. Vacancies. A vacancy occurring in an elected Directorship, however caused, may be filled by a two-thirds (2/3) vote of the Board. A nominating committee may but is not required to be appointed. The Board in its discretion may leave the position vacant until the next Annual Meeting. Any individual elected to fill a vacancy shall hold office for the remainder of the predecessor's term.

Section 4.6. Resignation or Removal of Directors. A Director of the Corporation may resign at any time by tendering his resignation in writing to the Corporation, which resignation shall become effective upon the date specified therein, or if no date is specified, upon receipt of the resignation by the Corporation at its principal place of business. Any elected Director may be removed at any time, with or without cause, by a two-thirds vote of the other Directors.

Section 4.7. Compensation of Directors. Directors will not receive compensation for services rendered in their capacities as Directors. However, nothing herein contained shall be construed to preclude any Director from receiving compensation from the Corporation for other services actually rendered or for expenses incurred for serving the Corporation as a Director or in any other capacity.

Section 4.8. Annual Meetings of the Board. The Annual Meeting shall be held without other notice than this Bylaw on the second Wednesday in January of each year, commencing at 9:00 am, at the corporate offices at 610 Northwest Third Avenue in Fort Lauderdale. However, the Board by resolution may designate a different time, date and place for the holding of any annual meeting and allow for presence by remote electronic means. Any such resolution shall be adopted and a copy shall be mailed or delivered by electronic mail ("email") transmission to each Director, at his or her address for notice on file with the Secretary of the Corporation, no less than fourteen (14) days prior to the meeting date.

Section 4.9. Special Meetings. Special meetings of the Board may be called at any time by the Chairman of the Corporation. Further, special meetings of the Board must be called by the Chairman within fourteen (14) days of receipt of a written request by standard mail or e-mail transmission of any two (2) or more Directors. For purposes of this section, an e-mail transmission from an e-mail address on record with the Secretary of the Corporation constitutes a valid writing. Written notice of special meetings shall be given to each Director not less than two (2) days prior to such meeting. The notice shall set forth the time, place and purpose of the meeting. The business to be transacted at any special meeting shall be limited to those items set forth in the notice or waiver thereof.

Section 4.10. Regular Meetings. The Board shall meet at least four (4) times each year, including the Annual Meeting, each such meeting being approximately three (3) months from the date of the previous regular or Annual Meeting. The Secretary of the Corporation shall mail or send by email transmission, notices of all regular and Annual Meetings, if required by Section 4.8 above, to each Director at the notice address on file with the Secretary of the Corporation at least

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fourteen (14) days prior to a meeting, indicating the date, place and time of the meeting.

Section 4.11. Meeting Attendance via Remote Communication Equipment. Unless otherwise restricted by applicable law, the Amended and Restated Articles of Incorporation, or these Amended and Restated Bylaws, members of the Board or any committee thereof may participate in a meeting of the Board or any committee thereof by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other. Such participation in a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 4.12. Informal Action by the Board of Directors Without a Meeting.

Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be agreed by a majority of the Board then serving. The action shall be evidenced by one or more written consents stating the action taken, signed by each Director either before or after the action is taken, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section shall be effective when the last Director signs the consent unless the consent specifies a different effective date and states the date of execution by each director, in which event it shall be effective according to the terms of the consent. For purposes of this section, an e-mail transmission from an e-mail address on record with the Secretary of the Corporation constitutes a valid writing. The intent of this provision is to allow the Board of Directors to use email, or other computer-based electronic signature programs, to approve actions, as long as a majority of the Board then serving gives consent.

Section 4.13. Quorum and Action of the Board. Over one half of the Directors must be present in person at a meeting to constitute a quorum for the transaction of business at such meeting. Except as otherwise provided by law, the Amended and Restated Articles of Incorporation, or these Amended and Restated Bylaws, the affirmative vote of at least the majority of the Directors present at a meeting at which a quorum is present shall be necessary for an action of the Board. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of adjournment.

Section 4.14. Voting Shares of Stock. In the event the Corporation owns shares of stock in another corporation, such shares shall be voted by the Chairman, or his designee, as authorized by a vote of the Board as set forth in Section 4.1. hereinabove

ARTICLE V **OFFICERS**

Section 5.1. Number. The Corporation shall have a Chairman, Vice Chairman, Secretary, Treasurer, and Chief Executive Officer, each of whom shall be elected by the Board. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board. Any two (2) or more offices may be held by the same person. Officers need not be residents of the State of Florida or United States citizens. The failure to elect an officer shall not affect the existence of the Corporation.

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Section 5.2. Election and Term of Office. All officers of the Corporation shall be elected by a vote of the Board as set forth in Section 5.1. hereinabove at the Annual Meeting of the Board. A duly elected officer shall hold office for a term of one (1) year, commencing at the close of the Annual Meeting, or until their earlier death, resignation or removal.

Section 5.3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise (including removal in the even an officer is not reelected during his term in office) shall be filled by an election by the Board as set forth in Section 5.1. for the remaining unexpired term of such office.

Section 5.4. Resignation or Removal of Officers. An officer of the Corporation may resign at any time by tendering his resignation in writing to the Chairman or the Secretary. Resignations shall become effective upon the date specified therein or, if no date is specified, upon receipt by the Corporation. An officer of the Corporation may be removed at any time, with or without cause, at any meeting of the Board by vote of the Board as set forth in Section 5.1. hereinabove.

Section 5.5. Chairman. The Chairman of the Board shall preside at all meetings of the Board and shall perform such other duties as may be assigned to him by the Board.

Section 5.6. Chief Executive Officer. The Chief Executive Officer shall be the principal executive officer of the Corporation and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Corporation. S/He shall act as a duly authorized representative of the Board and the Corporation in all matters in which the Board has not formally designated some other person to act. S/He shall report as directed to the Board at each meeting. S/He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board, deeds, mortgages, bonds, contracts or other instruments which the Board has authority to execute, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of Chief Executive Officer and such other duties as may be prescribed by the Board from time to time.

Section 5.7. Vice Chairman. The Vice Chairman shall act in the place and stead of the Chairman in the event of the Chairman's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of her/him by the Board.

Section 5.8. Secretary. The Secretary shall keep or cause to be kept all of the records of the Corporation, record or cause to be recorded the minutes of the meeting of the Board, send out or cause to be sent out all notices of meetings of the Board and all Committees, attest to the seal of the Corporation where necessary or required, and keep or cause to be kept a register of the names and addresses of each Director, including email addresses. The Secretary shall perform such other duties as may be prescribed by the Board.

Section 5.9. Treasurer. The Treasurer shall insure or cause to be insured that a true and accurate accounting of the financial transactions of the Corporation is made and that such accounting is presented to and made available to the Board. The Treasurer shall perform such other duties as may be prescribed by the Board.

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Section 5.10. Other Officers. Other officers elected by the Board shall have such duties and responsibilities as the Board deems advisable.

Section 5.11. DELETED

Section 5.12. Salaries. Officers, except for the Chief Executive Officer, shall not receive compensation for services rendered as officers of the Corporation; however, they shall be reimbursed for reasonable expenses incurred when acting on behalf of the Corporation (other than for attendance at Board meetings, committee meetings, or social functions). However, nothing herein contained shall be construed to preclude any Officer from receiving compensation from the Corporation for other services actually rendered or for expenses incurred for serving the Corporation as an officer or in any other capacity.

ARTICLE VI **COMMITTEES OF THE BOARD**

Section 6.1. Committees of the Board. The Board may, by resolution, establish standing committees and special committees of the Board. Unless otherwise specified by resolution of the Board or these Bylaws, the Chairman shall annually appoint the members and the chairmen of the standing committees and shall fill vacancies on any standing committee.

Appointments by the Chairman shall be made at the Annual Meeting of the Board. In addition, the Chairman may, if so authorized by the Board, appoint the members and chairmen of such special committees as the Board may create, which members and chairmen may include persons who are not members of the Board. All committee appointments and chairmen appointments must be approved by a vote of the Board.

Section 6.2. Standing Committees. Standing committees shall be created as required by resolution of the Board. The purpose, duties, number of members and reporting requirements of each standing committee shall be specified in the resolution creating the committee.

Section 6.3. Special Committees. Special committees shall be created as required by resolution of the Board. The purpose, duties, number of members and reporting requirements of each special committee shall be specified in the resolution creating the committee.

Section 6.4. Committee Members' Term of Office. Unless otherwise specified by resolution of the Board, members of each committee shall continue in office until the next annual meeting of the Board and until their successor are appointed, unless the committee of which they are members shall be sooner terminated by resolution of the Board or until their earlier death, resignation or removal as committee members.

Section 6.5. Committee Meetings. Meetings of any committee may be called by the chairman of such committee or upon the written request of one-third (1/3) of the committee members. The call for any meeting shall be by giving notice of such meeting which sets forth its time and place and is delivered to the residence, place of business, or designated email address of the committee members as listed in the Secretary's office at least two (2) days prior to such meeting. Unless otherwise provided in these Bylaws, a majority of the members of any committee shall constitute a quorum for the transaction of business. After a quorum has been established at

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a committee meeting, the subsequent withdrawal of committee members from the meeting so as to reduce the number of committee members present to fewer than the number required for a quorum shall not affect the validity of any action taken at the meeting. Each committee shall keep minutes of its meetings and report to the Board as necessary with recommendations.

Section 6.6. Resignation or Removal of Committee Members. A member of any committee may resign at any time by tendering his resignation in writing to the Chairman of the Board. The Board, by a vote, may remove, with or without cause, any member from a committee and specifically, but not by way of limitation, may remove any member from a committee for failing to attend three (3) consecutive meetings of the committee.

ARTICLE VII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 7.1. Indemnification. The Corporation shall indemnify to the fullest extent permitted by law each of its officers, Directors, whether or not then in office (and his executor, administrator and/or heirs) or any person who may have served at its request as a director or officer, of another corporation, partnership, joint venture, trust or other enterprise as well as the executor, administrator and heirs of any of them against all reasonable expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit, proceeding or arbitration, whether civil or criminal, administrative or investigative (including any appeal thereof), to which he is or is threatened to be made a party because he is or was a Director, officer, employee or agent of this Corporation, or such other corporation, partnership, joint venture, trust or other enterprise. He shall have no right to reimbursement, however, in relation to matters as to which he has been adjudged liable to the Corporation for gross negligence or willful misconduct in the performance of his duties to the Corporation. The foregoing right of indemnification shall be in addition to and net exclusive of all other rights to which such Director, officer, employee or agent may be entitled.

Section 7.2. Insurance.

7.2.1. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation or who is or was serving at the request of the Corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VII.

7.2.2. The Corporation must purchase and maintain Non-Profit Insurance, Directors and Officers Liability Insurance Coverage Part A, and Directors and Officers Liability Insurance Coverage Part B. Each individual insurance policy must provide no less than one million dollars (\$1,000,000.00) of coverage.

ARTICLE VIII

CONTRACTS, CHECKS, DEPOSIT BOOKS AND RECORDS

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Section 8.1. Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. All contracts or other obligations authorized by the Board may be executed and delivered via any computer-based method of electronic signature.

Section 8.2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board, which authority may be general or confined to specific instances.

Section 8.3. Checks, Drafts, Etc. The Board by resolution shall designate four (4) or more officers and/or Directors who are authorized to sign checks, drafts, or other orders for the payment of money. For any payment up to but not exceeding one thousand dollars (\$1,000.00), the signature of only one (1) authorized individual shall be required; for any payment in excess of one thousand dollars (\$1,000.00), two (2) signatures of authorized individuals shall be required. Notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, and in such manner, as the Board may determine from time to time by appropriate resolution.

Section 8.4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select by appropriate resolution.

Section 8.5. Gifts. The Board may accept, on behalf of the Corporation, any contributions, gifts, bequests or devise.

Section 8.6. Books and Records. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board and committees of the Board, as well as copies of the Amended and Restated Articles of Incorporation and these Amended and Restated Bylaws and a record of all actions taken by the Board or any committee without a meeting. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time and shall be made available upon reasonable notice at the Corporation's principal office for inspection by any Director, or his or her agent or attorney, for any proper purpose at any reasonable time. [Records shall be subject to Attachment 1 to the Amended and Restated Bylaws, the "Document Retention and Destruction Policy".]

Section 8.7. Financial Statements. Not later than two (2) months after the close of each fiscal year, the Corporation shall prepare a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, a profit and loss statement showing the results of the operations of the Corporation during its fiscal year, and any other financial statements as may be required by a resolution of the Board. The balance sheets and profit and loss statements shall be filed in the principal office of the Corporation, [shall be kept in accordance with the Corporation's Document Retention and Destruction Policy], and shall be subject to inspection during business hours by any Board member.

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FISCAL YEAR

Section 9.1. Fiscal Year. The fiscal year of the Corporation shall end on October 31 of each year.

ARTICLE X **PROHIBITED ACTS AND CONFLICTS OF INTEREST**

10.1 Sharing in Corporate Earnings. No Director, officer, employee, agent, representative or member of a committee of or person connected with the Corporation, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation, provided that this shall not prevent the payment (subject to Section 11 hereof) to any such person of such reasonable compensation as shall be fixed by the Board of Directors for services rendered to or for the Corporation in effecting any of its purposes; and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation.

10.2 Conflict of Interest. In addition to any and all applicable federal and state laws and regulations pertaining to Conflicts of Interest, the Corporation has adopted the Conflict of Interest Policy attached hereto as Attachment “2”, and as may be amended from time to time, in order to protect the Corporation’s interest when it is considering entering into a transaction or other arrangement that could benefit one of the Corporation’s Directors or might result in a possible excess benefit transaction.

10.3 Annual Disclosure. Upon the initial election of a director or officer and annually thereafter, each director or officer shall sign a statement which affirms that such person (1) has received a copy of this Conflict Policy, (2) has read and understands the Conflict Policy, (3) has agreed to comply with the Conflict Policy, and (4) understands that the Corporation is an exempt organization and, to maintain its federal tax exemption as an organization described in section 501(c)(3) of the Internal Revenue Code, the Corporation must engage primarily in activities that accomplish one or more of its exempt purposes. Each director or officer shall also annually complete and sign an Annual Disclosure of Interests. If, at any time during the year, the information in the annual disclosure statement changes materially, such person shall disclose such changes and revise the annual disclosure form accordingly.

ARTICLE XI **CODE OF ETHICS AND WHISTLEBLOWER POLICY**

Section 11.1 Code of Ethics. In addition to any and all applicable federal and state laws and regulations pertaining to ethical standards and whistleblowing, the Corporation has adopted the Code of Ethics and Whistleblower Policy attached hereto as Attachment “3”, as may be amended from time to time, in order to ensure the Corporation’s compliance with all applicable laws and regulations.

ARTICLE XII **CORPORATE SEAL**

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Section 12.1. Corporate Seal. The Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words "Corporate Seal".

ARTICLE XIII **NOTICE**

Section 13.1. General. Whenever, under the provisions of any statute, the Amended and Restated Articles of Incorporation or these Amended and Restated Bylaws, notice is required to be given to any Director or officer, it shall not be construed to require personal notice; rather, such notice may be given, unless otherwise required by these Amended and Restated Bylaws, either personally or by mail, email, messenger, overnight delivery service, telecopier, or other means of written communication or by telephoning such notice to the Director. Notices shall be deemed given: (i) immediately upon personal delivery, (ii) on the date of transmission via email or telecopier, provided written confirmation of completed transmission is received, (iii) five (5) days following the date of dispatch, postage prepaid, via United States registered or certified mail, return receipt requested, or (iv) on the next business day following the date of dispatch, delivery charges prepaid, via United States Express Mail, Federal Express Priority Service or other reputable overnight delivery service. Notices that are given by mail, overnight delivery service, email or fax shall be deemed received hereunder only if addressed to the Director at the last address or fax number, as the case may be, that the Director shall have provided in writing to the Secretary of the Corporation for receipt of notices.

ARTICLE XIV **AMENDMENTS**

Section 14.1. DELETED.

ARTICLE XV **PRINCIPAL PLACE OF BUSINESS**

Section 15.1. Principal Place of Business. The address of the principal place of business and offices of the Corporation shall henceforth be: 610 Northwest Third Avenue, Fort Lauderdale, Florida 33311, or at any other location as may be determined by the Board without the necessity of further amending these Bylaws.

I HEREBY CERTIFY that the foregoing Amendment and Restatement of the Bylaws

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was duly adopted by the Board of Directors of The Pantry of Broward, Inc., at its meeting held on the ____ day of _____, 2021, [and I have affixed the corporate seal in my capacity as Secretary of the Corporation.]

_____, Secretary

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TO BYLAWS

DOCUMENT RETENTION AND DESTRUCTION POLICY

1. POLICY AND PURPOSES

The Pantry of Broward, Inc. (the “**Corporation**”) adopts the following Document Retention and Destruction Policy (“**Policy**”) with respect to the retention and destruction of Documents and other records, both in hard copy and electronic media (collectively referred to as “**Documents**”). Purposes of this Policy include (a) retention and maintenance of Documents necessary for the proper functioning of the Corporation as well as to comply with applicable legal requirements; (b) destruction of Documents which no longer need to be retained; and (c) guidance for the Board of Directors, officers, staff and volunteers with respect to their responsibilities concerning document retention and destruction. Notwithstanding the foregoing, the Corporation reserves the right to revise or revoke this Policy at any time.

2. SUSPENSION OF DOCUMENT DESTRUCTION; COMPLIANCE. The Corporation becomes subject to a duty to preserve (or halt the destruction of) Documents once litigation, an audit or a government investigation is reasonably anticipated. Further, federal law imposes criminal liability (with fines and/or imprisonment for not more than 20 years) upon whomever “knowingly alters, destroys, mutilates, conceals, covers up, falsifies, or makes a false entry in any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States ... or in relation to or contemplation of any such matter or case.” If the Corporation becomes aware that litigation, a governmental audit or a government investigation has been instituted, or is reasonably anticipated or contemplated, the Corporation shall immediately order a halt to all document destruction under this Policy, communicating the order to the Board of Directors, staff and any volunteers in writing. The Board of Directors may thereafter amend or rescind the order only after conferring with legal counsel. If any board member or staff member becomes aware that litigation, a governmental audit or a government investigation has been instituted, or is reasonably anticipated or contemplated, with respect to the Corporation, and they are not sure whether the Board is aware of it, they shall make the Board aware of it. Failure to comply with this Policy, including, particularly, disobeying any destruction halt order, could result in possible civil or criminal sanctions. In addition, for staff, it could lead to disciplinary action including possible termination.

3. Electronic Documents; Document Integrity. Documents in electronic format shall be maintained just as hard copy or paper Documents are, in accordance with the attached Document Retention Schedule. Due to the fact that the integrity of electronic Documents, whether with respect to the ease of alteration or deletion, or otherwise, may come into question, the Board shall attempt to establish standards for document integrity, including guidelines for handling electronic files, backup procedures, archiving of Documents, and regular checkups of the reliability of the system; provided, that such standards shall only be implemented to the extent that they are reasonably attainable considering the resources and other priorities of the Corporation.

4. Privacy. It shall be the responsibility of the Board President, after consultation with counsel, to determine how privacy laws will apply to the Corporation’s Documents from and with respect to employees and other

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constituencies; to establish reasonable procedures for compliance with such privacy laws; and to allow for their audit and review on a regular basis.

5. Emergency Planning. Documents shall be stored in a safe and accessible manner. Documents which are necessary for the continued operation of the Corporation in the case of an emergency shall be regularly duplicated or backed up and maintained in an off-site location. The Board President shall develop reasonable procedures for document retention in the case of an emergency.

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TABLE OF DOCUMENT RETENTION AND DESTRUCTION

<u>Document</u>	<u>Retention period</u>
Corporate Records	
• Annual Reports to the Secretary of State	Permanent
• Articles of Incorporation	Permanent
• Board meeting and board committee minutes	Permanent
• Board Policies and Resolutions	Permanent
• Bylaws	Permanent
• Construction Documents	Permanent
• Fixed asset records	Permanent
• IRS application for tax-exempt status (Form 1023)	Permanent
• IRS determination letter	Permanent
• Florida Sales tax exemption letter	Permanent
• Contracts	7 years after termination
• General correspondence	3 years
Accounting and Corporate Tax Records	
• Annual audits and year-end financial statements	Permanent
• Depreciation schedules	Permanent
• IRS Form 990 tax returns	Permanent
• General ledgers	7 years
• Business expense records	7 years
• IRS Form 1099	7 years
• Journal entries	7 years
• Invoices	7 years
• Sales records (books)	5 years
• Petty cash vouchers	3 years
• Cash receipts	3 years
• Credit card receipts	3 years
Bank Records	
• Check registers	7 years
• Bank deposit slips	7 years
• Bank statement and reconciliation	7 years
• Electronic fund transfer Documents	7 years
Payroll and employment tax records	
• State unemployment tax records	Permanent
• Payroll records	Permanent

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- Garnishment records 7 years
- Payroll tax returns 7 years
- W-2 statements 7 years
- Employment tax records 4 years (after year-end filing)

Human Resource Records

- Employment and termination agreements Permanent
- Retirement and pension plan Documents Permanent
- Promotion, demotion or discharge records 7 years after termination
- Accident reports and workers' compensation records 5 years
- Background checks, drug test results, driving records and employment verifications 5 years
- Resumes, employment applications, etc (including interview notes) for employees 4 years after termination
- Resumes, employment applications, etc. (including interview notes) for applicants not hired 3 years
- Timesheets, compensation history and job history 4 years after termination
- Performance appraisal and disciplinary action records 4 years after termination
- I-9 forms 3 years after hire date
(or, if later, 1 year after employment ends)

Donor and Grant Records

- Donor records and acknowledgment letters 7 years
- Grant applications and contracts 7 years after expiration

Legal, Insurance and Safety Records

- Appraisals Permanent
- Copyright registrations Permanent
- Environmental studies Permanent
- Insurance policies Permanent
- Real estate Documents Permanent
- Stock and bond records Permanent
- Trademark registrations Permanent
- Leases 7 years after expiration
- OSHA Documents 5 years
- General contracts 3 years after expiration

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ATTACHMENT 2

TO BYLAWS

CONFLICT OF INTEREST

1. Conflict of Interest

A Conflict of Interest arises when a matter is pending in front of the Board in which one or more Directors have a conflicting interest. This means that an outside interest may influence or persuade a Director to act, vote, or authorize a transaction that is not in the best interest of the Corporation, but instead benefits that Director or a third party or organization. Such an outside interest can include, but is not limited to, familial ties, financial relationships, loyalty to and membership in organizations and clubs, being employed by, or serving in any capacity, another organization, etc. The benefit can be in the form of, but is not limited to, financial rewards, ownership interests, goodwill, gifts, etc.

2. Procedure

All Conflicts of Interest are not necessarily prohibited or harmful to the Corporation. The determination that a Conflict of Interest exists does not prohibit the Corporation from entering into the proposed transaction provided that the procedures set forth below are followed. However, to ensure that the Corporation, its Directors, management, and all third parties doing business with the Corporation do not violate applicable state and/or federal laws and regulations, the Corporation must ensure that certain procedures are followed when encountering a potential Conflict of Interest. This would include contract procurement as well as the allotment of affordable housing opportunities.

- (a) All potential and existing Conflicts of Interests must be disclosed to the Board. After full disclosure, a Director who has a Conflict of Interest (“Conflicted Director”) regarding a matter or transaction (“Conflict of Interest Transaction”) may make a factual presentation on the matter to the Board.
- (b) After such presentation, the Conflicted Director shall leave the meeting during the discussion of, and the vote on, the Conflict of Interest Transaction. The Conflicted Director shall not actively participate in the discussion of, or vote on, the Conflict of Interest Transaction, either formally at a Board or committee meeting or informally through contact with individual Board or committee members.
- (c) When voting on the Conflict of Interest Transaction, the Conflicted Director shall not be counted in determining whether a quorum is present for the Board or committee meeting at which the Conflict of Interest Transaction is to be voted upon.
- (d) The Board Chair or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed Conflict of Interest Transaction.
- (e) After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a Conflict of Interest.

THE PANTRY OF BROWARD BY-LAWS

(f) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that avoid a Conflict of Interest, the Board or committee shall determine by a majority vote of the disinterested Directors whether the Conflict of Interest Transaction is in the Corporation's best interest, for its own benefit, and whether the transaction is fair and reasonable to the Corporation. The disinterested Directors shall then make its decision as to whether to enter into the Conflict of Interest Transaction in conformity with such determination.

3. Ongoing Disclosure Requirement

All actual and potential Conflicts of Interests shall be disclosed by Directors to the Corporation through the annual disclosure form, attached hereto as Exhibit "A" (the "Disclosure") and/or whenever a conflict arises. The disinterested Directors shall make a determination as to whether a conflict exists and if any subsequent action is appropriate and necessary. The Board shall retain the ultimate enforcement authority with respect to the interpretation and application of this policy.

4. Annual Disclosure

On an annual basis, all Directors shall be provided with a copy of this policy and required to complete and sign the Disclosure.

5. Officer and Staff Conflict of Interest Policy

The provisions of this Conflict of Interest Policy shall be applicable to all officers, employees and staff of the Corporation. Changes in the context of the Bylaws shall be made as necessary to substitute "officer, employee or staff" for "Director". All officers, employees and staff, including the Executive Director, shall be provided with a copy of this policy and required to complete and sign the Disclosure on an annual basis.

THE PANTRY OF BROWARD BY-LAWS

EXHIBIT “A” TO CONFLICT OF INTEREST POLICY
DISCLOSURE FORM
THE PANTRY OF BROWARD INC. (the “Corporation”)

1. CONFLICTING ORGANIZATIONS

I am a director, trustee, officer, representative of, or have a financial interest, familial ties, or other relationships in or with the following organizations that have or may have a conflict with the interests of the Corporation:

Organization and Title or Interest:_____

2. CONFLICTING ACTIVITIES/OBLIGATIONS

I am involved in no activity or transaction, nor am I a party to any contract involving interests that are or could be found adverse to the Corporation except for the following:

3. CONFLICTING BUSINESS OPPORTUNITIES/COMMITMENTS

I have not committed to, nor am I pursuing, any business opportunity that does or might adversely affect the Corporation except for the following:_____

4. CONFLICTING RELATIONSHIPS

I do not have a Fiduciary Relationship with any person with whom the Corporation is pursuing a business opportunity except for the following:_____

THE PANTRY OF BROWARD BY-LAWS

5. OTHER POTENTIAL CONFLICTS

Any other concerns I may have regarding actual or potential conflicts of interest are listed below: _____

ACKNOWLEDGEMENT

I have read The Pantry of Broward Inc. Conflict of Interest Policy set forth above and agree to comply fully with its terms and conditions at all times during my service as a member of the Board of Directors of The Pantry of Broward, Inc., or as an officer, employee or staff member. If at any time following the submission of this form I become aware of any actual or potential conflicts of interest, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the Corporation in writing.

Signature: _____

Printed Name: _____

Date: _____

THE PANTRY OF BROWARD BY-LAWS

ATTACHMENT 3

TO BYLAWS

CODES OF ETHICS AND WHISTLEBLOWER POLICY

1. Purpose

The Pantry of Broward, Inc. (the “Corporation”) requires and encourages Directors, officers and employees to observe and practice high standards of business and personal ethics in the conduct of their duties and responsibilities. The employees and representatives of the Corporation must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. It is the intent of the Corporation to adhere to all laws and regulations that apply to the Corporation and the underlying purpose of this policy is to support the Corporation's goal of legal compliance. The support of all corporate staff is necessary to achieving compliance with various laws and regulations.

2. Reporting Violations

If any Director, officer, staff or employee reasonably believes that some policy, practice, or activity of the Corporation is in violation of law, a written complaint must be filed by that person with the Board Chairman or Vice-Chairman.

3. Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of law must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of law. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false shall be viewed as a serious disciplinary offense.

4. Retaliation

A complainant is protected from retaliation only if she/he brings the alleged unlawful activity, policy, or practice to the attention of the Corporation and provides the Corporation with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to individuals that comply with this requirement.

The Corporation shall not retaliate against any Director, officer, staff or employee who in good faith, has made a protest or raised a complaint against some practice of the Corporation or of another individual or entity with whom the Corporation has a business relationship, on the basis of a reasonable belief that the practice is in violation of law or a clear mandate of public policy.

The Corporation shall not retaliate against any Director, officer, staff or employee who discloses or threatens to disclose to a supervisor or a public body, any activity, policy, or practice of the Corporation that the individual reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

THE PANTRY OF BROWARD BY-LAWS

5. Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

6. Handling of Reported Violations

The Board Chairman or Vice-Chairman shall notify the complainant and acknowledge receipt of the reported violation or suspected violation within five (5) business days. All reports shall be promptly investigated by the Board and its appointed committee and appropriate corrective action shall be taken if warranted by the investigation.

PROJECT KEY STAFF



GREEN MILLS, DEVELOPER

OSCAR SOL

Mr. Sol is a principal of Green Mills and will oversee all aspects of the development process.

MITCH ROSENSTEIN

Mr. Rosenstein is a principal of Green Mills and will oversee financial underwriting, debt and equity structuring/procurement, and financial closings.

JUANITA BERNAL

Ms. Bernal will serve as a supporting Project Manager to Mr. Sol, working on all aspects of design, development, and construction.

DIANA MANSUR

Ms. Mansur will serve as a Project Administrator, working on all aspects of legal, underwriting, and financial support throughout the development process.

ACCOUNTING

MATT MALCOM

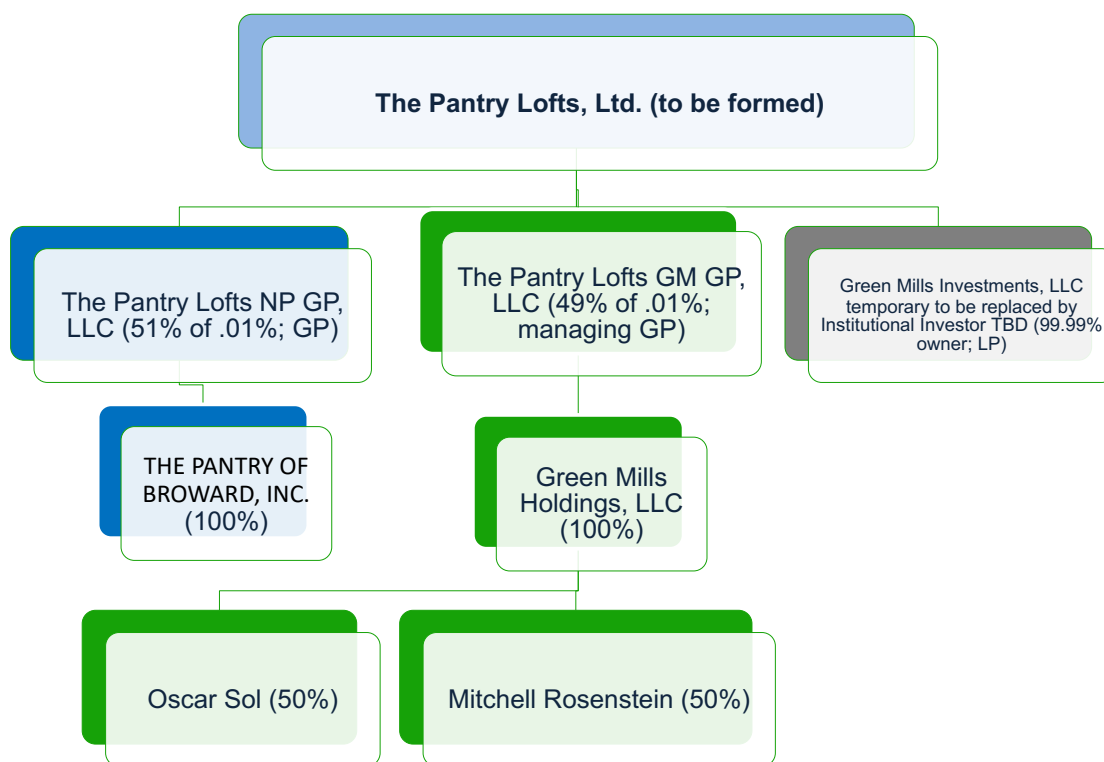
Mr. Malcom will provide accounting, audit, and compliance support to Green Mills.

PUBLIC POLICY & FINANCE SPECIALIST

PRICILLA HOWARD

Ms. Howard will provide valuable public policy and housing subsidy consultation.

The Pantry + Green Mills Entity



May be amended prior to tax credit application submission.

PROJECT PROFESSIONALS

A development team comprised of local, invested, and knowledgeable professionals has been curated for this development. An important factor to us while creating this team, was local presence. This group of dedicated professionals includes Gallo Herbert Architects, Flynn Engineering, JWR Construction, and Holland & Knight.

ARCHITECT: GALLO HERBERT ARCHITECTS

CIVIL ENGINEER: FLYNN ENGINEERING

GENERAL CONTRACTOR: JWR CONSTRUCTION

LEGAL: HOLLAND & KNIGHT / NELSON MULLINS

Please find each teams' corporate profile in the following attachment for further information on team members and experience.



ATTACHMENT

PROJECT PROFESSIONALS

- CIVIL ENGINEERING - FLYNN ENGINEERING
- ARCHITECT - GALLO HERBERT ARCHITECTS
- CONTRACTOR - JWR
- LEGAL - HOLLAND & KNIGHT / NELSON MULLINS

HOUSING EXPERTISE

1311 WEST NEWPORT CENTER DRIVE, SUITE A
DEERFIELD BEACH, FL 33442



GHA

GALLO HERBERT ARCHITECTS

www.galloherbert.com



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TAB 01

ABOUT GHA

03

Gallo Herbert Architects

Firm History



Gallo Herbert Architects (GHA), formally known as Gallo Architects & Development Consultants, Inc. (GADC) was founded in 1988 by William J. Gallo, AIA. Since 1988, GHA evolved into a series of owned affiliates providing a multitude of services centered around the development process for institutional and corporate clients throughout the Southeastern United States.

The history of GHA dates back to William J. Gallo founding an architecture and construction management firm in 1973 with offices in New Jersey, Pennsylvania and Florida. During this time the firm specialized in residential, healthcare, long-term care design and educational facilities. William J. Gallo expanded his expertise to development economics

Gallo Herbert Architects (GHA), has extensive experience in the State of Florida, completing numerous projects from simple renovations and additions to large scale development.

and fixed asset management, architecture, planning and services to development management, owners representation, expert testimony and feasibility analysis. This company worked in collaboration with newly added affiliates for construction and development. In 1999, GADC expanded and Brian P. Herbert, AIA, joined the firm as a Principal. Brian

brought special expertise to the company based upon his many years of experience in planning, site design, interior design and A/E services. Today the firm operates under the name Gallo Herbert Architects (GHA), with Brian as it's President and Bill as its CEO. The expertise of these two individuals guides the talented professional staff in the total process of development from site acquisition to finished product.

Today, GHA is a multifaceted group of design and planning professionals dedicated to applying their talents in extraordinary ways. Our team's methodology is designed to meet the targets of budget and schedule. Our culture is to create meaningful experiences for users by designing spaces that enhance living, working and recreating. We advance this culture by engaging our Client and encouraging them to enjoy the process of evolving a solution. Team members are experts in mitigating the turbidity of the design and construction process such that the journey from vision to reality is seamless, educational and fun.



MEANING & PHILOSOPHY

WHAT WE BELIEVE

At GHA we have created a company that places a high value on thinking and is dedicated to understanding ourselves, our clients, and our communities. Finding meaning with our clients, our communities and with each other is what drives us at GHA. We recognize and encourage our in-house talents and skills as well as those of our Clients. Our professional staff are mentored to bring out their ability to think, communicate, draw, conceive, use technology, interact and encourage connections via a common mission to create meaning together. This is the foundation of our success.

When we uncover meaning within the design process, we achieve a deeper understanding of how to create the very best spaces to work, live, and play.

The most important member of our team is you. You know your needs better than anyone else, and you're the best advocate for meaningful, effective, efficient spaces because you will live, work and recreate in these spaces long after we celebrate their completion.



TAB 02

KEY PERSONNEL

05

Principals & Officers



William J. Gallo, AIA, LEED AP
CEO & CHAIRMAN

William J. Gallo (Bill), AIA, LEED® AP is Chairman/CEO of Gallo Herbert Architects, an architecture, interior design and consulting firm. He serves as client liaison for key projects and is responsible for all administration, finance and operations of the firm. Bill is instrumental in coordinating entitlements and site approvals, is often retained by peers, clients and the legal community for dispute resolution, development management and feasibility analysis. He is NCARB certified and registered in FL, NY, GA, MA, NJ, DC, DE, PA and SC.

✉ Email • wgallo@galloherbert.com



Brian P. Herbert, AIA, LEED AP
PRESIDENT

Brian P. Herbert, AIA, LEED AP is President of Gallo Herbert Architects. He is responsible for overall project coordination and production within the office. Brian also monitors the progress of jurisdictional agency approvals and provides expert opinion, dispute resolution services and project consulting services. Brian is a registered architect in the State of Florida. He completed his training in architecture at Florida A&M University in Tallahassee, where he received his Bachelor of Architecture Professional degree in 1990.

✉ Email • bherbert@galloherbert.com



John E. Tice, AR
VICE-PRESIDENT

John E. Tice is Vice-President of the firm. John brings over thirty years of experience to our team. From entry level draftsman in 1979 to Architecture firm principal in 1994, John has produced and managed a variety of commercial and residential projects. John's experience as co-owner of the firm of Winningham, Bundy, & Tice, Architects, P.A., provided him the opportunity to lead design and engineering teams in the development of large and complex automotive projects as well as numerous commercial buildings.

✉ Email • jtice@galloherbert.com

Principals & Officers



As Vice President of Operations, Danilo Guiso is responsible for the overall financial health and timely delivery of each project at Gallo Herbert Architects. He plays a leading role in the Business Development for the growth of the company throughout the Southeast and as the point person with the client and ensures the overall success of all architectural projects from inception to completion. He believes in listening closely to clients' needs and then translating what he hears into action and finding workable solutions that will satisfy customers.

Email • dguiso@galloherbert.com

Danilo Guiso, AIA, LEED AP BD+C
VICE- PRESIDENT OF OPERATIONS



Heather is the Financial Officer at Gallo Herbert Architects and offers over 30 years of experience to the company's accounting and administration department. Heather oversees all aspects of the finance department, including accounts receivable, accounts payable, human resources and payroll.

Email • hchabot@galloherbert.com

Heather Chabot
FINANCIAL OFFICER



TAB 04

GREEN INITIATIVE

25

Sustainability Projects



GHA in its mission statement and company philosophy is committed to integrating the concepts of Sustainability into all of its projects whether they are seeking LEED certification or not. GHA employs 4 LEED AP credited architects and has completed 12 LEED certified buildings. Most importantly is that GHA designed the first LEED Platinum Interior facility in the State of Florida, Florida Atlantic University, Banquet Hall & Food Service Venue, which was recognized by the USGBC winning their Green Gala Award, by the American Institute of Architects, Committee on the Environment (COTE), for outstanding sustainable design and by the Green Building & Design, the industries leading sustainability publication in their feature article "Design Du Jour" (July, August, September 2012). GHA also designed the first net zero energy park in Florida, John U. Lloyd State Park in Dania Beach. GHA has also been implementing sustainable design aspects in their Affordable Housing projects through the use of photovoltaic systems for power of generation.



FAU - LEED Platinum



Immigrations & Customs
Enforcement - LEED Silver



John U. Lloyd State Park - Net
Zero Energy Use



St. Joan of Arc - LEED Certified



NSU Sports Center - LEED Gold



John Knox Village - LEED Silver

Other LEED Projects :

- City Furniture, West Palm Beach, LEED Gold
- City Furniture, Cutler Bay, LEED Certified
- City Furniture, Pinecrest, LEED Silver
- Ashley Furniture, Oakland Park, LEED Gold
- Ashley Furniture, West Palm Beach, LEED Gold
- Villa Verde Residence, LEED Platinum



TAB 05

PUBLICATIONS & AWARDS

27

Awarded Project Highlights



OUTSTANDING DESIGN
AMERICAN SCHOOL & UNIVERSITY

PROJECT DETAILS

Project Name:
Nova Southeastern
University, DonTaft
University Center Student
Dining
Final Budget:
\$1,361,000
Square Feet:
14,720 sq.ft.
Owner:
Nova Southeastern
University
Architect:
Gallo Herbert Architects
Location:
Fort Lauderdale, FL



OUTSTANDING DESIGN
AMERICAN SCHOOL & UNIVERSITY

PROJECT DETAILS

Project Name:
Nova Southeastern
University, Noel P. Brown,
Sports Center II
Final Budget:
\$12,800,000
Square Feet:
64,250 sq. ft.
Owner:
Nova Southeastern
University
Architect:
Gallo Herbert Architects
Location:
Fort Lauderdale, FL

Awarded Project Highlights



OUTSTANDING DESIGN
AMERICAN SCHOOL & UNIVERSITY

PROJECT DETAILS

Project Name:
Johnson & Wales
University, Wildcat Center
Final Budget:
\$6,800,000
Square Feet:
35,000 sq. ft.
Owner:
Johnson & Wales
University
Architect:
Gallo Herbert Architects
Location:
North Miami, FL



**FIRST LEED PLATINUM INTERIOR FACILITY
IN FLORIDA**
DESIGN COST DATA

PROJECT DETAILS

Project Name:
Florida Atlantic University,
Food Service Venue
Final Budget:
\$3,700,000
Square Feet:
9,000 sq. ft.
Owner:
Florida Atlantic University
Architect:
Gallo Herbert Architects
Location:
North Miami, FL



A CREATIVE TEAM COMPRISED OF COLLABORATIVE PARTNERS



THE FLYNN ENGINEERING STORY

Established in 1993, Flynn Engineering (FE) is recognized as one of South Florida's most knowledgeable, reputable and client service oriented civil engineering firms. From their offices in Lauderdale-by-the-Sea, founding partner, Jay Flynn and his team serve the site engineering and land development needs of clients across all market sectors from municipal and educational campuses to complex resort, multi-family and commercial projects.

Credited with developments throughout the Southeast and Caribbean regions, FE has left its mark on the landscape and built environment based on a pragmatic and deliberate approach to design. Typically working within the framework of an interdisciplinary project team, FE offers creative design solutions to resolve the challenges of civil engineering.

In addition to engineering services, the FE practice has an impressive portfolio of site plan entitlement successes in the South Florida region.



"It has been my privilege to work and call South Florida my home for nearly four decades. I love the region and feel so fortunate to contribute to its continued growth and quality development on projects of all size and scope. I value working with municipal and private clients who share my commitment to the built evolution of our community."

Jay Flynn, P.E.
President
Flynn Engineering

HOW WE WORK

Through a combination of hands-on experience, regional development knowledge and 35 years of engineering practice, FE provides timely, cost effective solutions to sensitive, complex, and unusual projects without sacrificing the client's development goals.

In partnership with its clients, who are made up of South Florida's most talented and accomplished Developers, Architects, Landscape Architects/Planners, Land-use Attorneys and Municipal Agencies, FE is dedicated to the success of its clients and their projects. We believe that this success is achieved through solving the problems and meeting the project objectives within our client's program, time and budgetary goals.

WHAT WE DO

Flynn Engineering offers its clients the highest level of services for all types of civil engineering projects from the public and private sectors including:

- Municipal
- Educational
- Commercial
- Residential
- Hospitality

LAND USE:

Site Plan Approval Processing | Land Development Engineering | Preliminary Site Evaluations & Feasibility Analysis | Master Plan Engineering | Roadway & Parking Facilities Design & Consulting

WATER MANAGEMENT:

Water Distribution & Sanitary Sewer Design | Drainage and Surface Water Management Design | Pump Station Design | Water and Sewer System Analysis

ENVIRONMENTAL ISSUES:

Environmental Protection Project Design | Permitting Through: - Local Municipalities - County Agencies - South Florida

WATER MANAGEMENT DISTRICT:

- Army Corp of Engineers -
- Florida Department of Environmental Protection

PROJECT MANAGEMENT:

Construction Observation & Contract Administration | Sub-consultant Coordination and Project Management | Expert Witness



PLACES TO LIVE AND CHILL -

Providing a Solid Foundation in Residential and Resort Development



Good planning lays a solid foundation for all that follows in residential or resort land development and redevelopment. Our vision of a specific site and how it can be shaped to best serve the modern trends in social architectural and civil engineering design is best served by our practical understanding of local conditions and land development regulations. Whether it is for a small residential community, a five star resort complex or a multi-family condominium association project, our focus is on elevating the standard of living and adding to the comforts of life in every project we plan.





Whether it's new construction or renovation of an existing structure, FE understands schedules must be met and retail stores must open on time.

FE has developed an excellent working relationship with local building departments and works closely with developers and design teams to ensure that permits are obtained expeditiously.

A growing number of retail clients have come to rely on FE because they know we have the experience to coordinate the unique details inherent in retail construction.



PLACES TO SHOP, WINE AND DINE - *Meeting the Demands of Today's Retail & Commercial Clients*



Partnering with our clients to protect the environment we value, FE is a proven leader in Urban Environmental Design.

For nearly 30 years, FE has provided progressive environmental engineering solutions and master plans that reflect current trends in the Urban Parks and Recreation and Youth Development field.

Teaming with public and private agencies FE has enhanced the social and economic vitality of public recreational space with improvements and new-site management that truly meet people's needs.

PLACES TO LEARN AND PLAY - *Creating More Inviting Schools and Public Spaces*



PROJECTS TO ENHANCE COMMUNITIES -

*Addressing the Complex Infrastructure and Land Use Issues
Facing Municipal Governments*



FE is committed to making every community a better place by protecting its environment while effectively using its resources.

Projects that enhance economic development opportunities, improve the quality of life enjoyed by the community, or address regulatory mandates are developed with budget conscious, innovative and functional design solutions.

"We have worked with Flynn Engineering since 1993 and on our first project with Broward County Schools. To date we have completed more than 50 projects with Jay and his firm and find them to be responsive, highly competent, thorough and willing to go the extra mile to satisfy our clients."

José Murguido, AIA
Partner
Zyscovich, Inc.



"The FE Team has shown a great deal of flexibility in responding to the Town's engineering needs from a financial and operational standpoint. The level of service and support Jay and his staff have provided, including prompt response to field problems, has ensured that their designs and solutions offered to the Town's projects has taken each challenge and design from concept to reality on time and within budget."

Town of Lauderdale-By-The-Sea



241 Commercial Boulevard | Lauderdale-By-The-Sea, FL 33308 | 954.522.1004
www.flynnengineering.com

EXHIBIT X - JWR CORPORATE PROFILE



OUR HISTORY

Incorporated in 1985, JWR Construction Services, Inc. has provided general contracting, construction management, Owner Agency and pre-construction consulting for clients throughout Florida.

JWR Construction Services has earned a strong reputation as a full-service construction management company. In-house, experienced professionals are fully versed in all phases of a project, from pre-construction and site due diligence through accurate project budget and schedule delivery. Our network of “partners” in the subcontracting industry complements our extensive in-house resources, which are ready to work on virtually all types of projects.

Today, the company has a portfolio of successfully completed multi-family, retail, hospitality, health care, institutional, commercial and food service projects comprising millions of square feet of space.

JWR Construction Services believes “We excel in service because we partner with our clients by becoming an extension of their staff, their construction division.”

Check out JWR’s  video [here](#) to find out more and see our amazing “Client Partners” below.

- Smith & Henzy
- Atlantic Pacific Communities
- Florida Atlantic University
- Catholic Health Services
- Archdiocese of Miami
- Nova Southeastern University
- Chartwells/Compass Group
- People’s Trust Insurance
- Broward College
- King’s Point
- John Knox Village
- DoubleTree by Hilton
- Johnson & Wales University
- Green Mills Group
- Sarasota Housing Authority



OUR PHILOSOPHY IS SIMPLE, "WE ARE IN THE PEOPLE BUSINESS - RELATIONSHIPS ARE THE CORNERSTONE OF OUR SUCCESS"

JWR Construction Services, our office staff and field professionals partner with the client and their design professionals to complete projects on time and within budget. Delivering on services that exceed client expectations is our number one priority.

We invest the time needed to understand our clients' goals, provide meaningful input into the project and develop accurate pricing and scheduling. Our belief that communication is at the heart of successful construction projects, coupled with our strong buying power and talented team of professionals means that JWR Construction Services is uniquely qualified to respond to your needs and deliver the quality CM at risk, design/build or general contracting services your project requires.



Robert Forcum - Hialeah, Florida

CONSTRUCTION PROJECT MANAGEMENT

With more than 60 years educational, commercial, hospitality, healthcare and institutional experience, the Principals of the JWR Construction Services team have provided unparalleled service and support to owners in more than a dozen industries. JWR Construction Services stands ready to manage construction projects of all sizes.

Construction Management services are customized to the specific needs of the owner, and can be structured as fee based services or cost plus a fee contracts with or without guaranteed maximum price. These services included:

- Project Programming
- Development and management of budgets and deliverable schedules
- Preparation of bid packages
- Value engineering with architect, engineers and subcontractor partners
- Supervision of all construction phases, subcontractors and vendors, from Notice to Proceed to Certificate of Occupancy through Warranty
- Monitoring and enforcement of quality control guidelines



Samari Towers Hialeah, Florida

DESIGN/BUILD

Design/build is a project delivery method with substantial benefits for the owner. Instead of design and construction working separately, they are placed under a single contract thereby removing the owner from the role of arbitrator and coordinator of numerous design and construction professionals.

Single point of responsibility – A project leader is assigned to address all your needs and integrated planning, scheduling and pricing between our designers, engineers and builder result in a seamless experience for the owner

Reduced administrative burden – We work with jurisdictional agencies to process and secure approvals and permits

Better quality control – On-site supervision ensures the highest quality is maintained

Early knowledge of costs – We possess “real world” knowledge of current pricing levels and are capable of fixing the cost to the owner long before drawings and specifications are complete

Cost savings – Design/build projects typically cost less than design-bid-build due to the fact that the entire project cost is integrated up-front. Design fees and construction costs are determined at the beginning. The design builder has the responsibility of maintaining the negotiated budget.

Time savings – Design/build is typically completed in half the time of a construction management project, and one-third time of a design-bid-build project.

Customer satisfaction – Design/build projects consistently score highest in ease of start-up, expected operation, maintenance costs, and meeting the owner’s needs for function and aesthetics

When compared with traditional design and lowest-bid contracting, design/build is 33% faster, 6% less in cost superior product quality.



Johnson & Wales University , Biscayne Commons Dormitory North Miami, Florida

EXECUTIVE TEAM



Jerry W. DuBois, CGC, CUC, CVC, LEED GREEN ASSOCIATE, President of JWR Construction Services Inc. Under Jerry's leadership, JWR has been recognized as both an industry leading Contractor and Design-Builder in the Southeast Florida region. As President of JWR, Jerry is responsible for overall operations from the start of construction through occupancy. During his 34 years at the helm of JWR, Jerry has presided over many notable projects throughout Florida.



William J. Gallo, AIA, LEED AP, Executive Vice President of JWR Construction Services, Inc., serves as client liaison and is responsible for all administration, operations and sales of the firm. Bill is unique in the design/construction business. His training includes architecture, construction and development economics. He began at the Pratt Institute in New York where he received his Bachelors Degree in Architecture. He culminated his education with a Master of Architecture degree from Harvard University in Cambridge Massachusetts where he focused on development economics. This rare combination of businessman and architect has made him extremely effective during his career.



Dustin DuBois is the Chief Operating Officer for JWR Construction Services, Inc. He is responsible for the operations of the company as a whole. As JWR continues to grow, Dustin's responsibility is to ensure that the company is constantly improving in all aspects of the business from business development to our projects on site operations. Dustin has been a member of Associated Builders and Contractors Florida East Coast Chapter for 10 years. He has served as the Chairman of the Legislative Committee and has been a member of the Board of Directors for 4 years. Additionally, He has been invited to Chair the Board for the year 2021.



Alisia Gilmour, Chief Financial Officer, Alisia has been a member of the JWR Construction team since 1998. She brings a unique perspective to the company because she entered the firm as an administrative assistant and in a ten year period achieved the level of Chief Financial Officer. Alisia has experienced all facets of the construction Industry and is well versed in contracts, lien law, project management procedures, human resources and financial reporting. Her current duties include financial reporting to auditors and management and coordination of all accounts receivable and accounts payable. In her capacity as human resources director she negotiates insurance renewals and audits and administrates the company health and 401K plans. She is young, bright, aggressive and experienced.



Timothy M. Anderson, CGC, Vice President Operations of JWR Construction Services, Inc., joins JWR with 34 years of experience in the industry, having spent 23 years with Balfour Beatty Construction, formerly Centex Construction and was previously Vice President, Business Unit Leader for Broward County. Tim's leadership, knowledge of the industry and ability to foster long standing relationships within the industry as well as within the community has resulted in "First Quality" projects.



Josie Correa, Director of Business Development, Josie is responsible for overseeing marketing, business development, pre-construction and client management. In addition, she is charged with the responsibility of ensuring that JWR's internal project transition between Pre-Construction and Operations is seamless. Josie is new to JWR but not new to the industry. Prior to joining JWR, Josie was Business Development Manager for Juneau Construction and prior to her position with Juneau Construction, Josie spent 5 Years as the Regional Director of the Florida Retail Federation (FRF) and 2 years as the Executive Director of the Florida Grocers Association (FGA) a Division of FRF focused on the Grocery Industry.



Joseph Safahkoo, PreConstruction Manager, Joe is responsible for coordinating and overseeing all estimating and procurement for projects, as well as consulting with clients during the design stages of negotiated contracts and design/build programs. He comes with a diverse background in both verticle and civil construction and assisted in the developing of many S. Florida projects including the Paramount at Miami World Center and the renowned \$1.5 billion expansion of the Hollywood Hard Rock.



Jorge Fildago, Estimator, Jorge has been with JWR for 5 years and has 13 years estimating experience. He is responsible for preparing and presenting full detailed estimates, clearly defined scope writing, producing projects while maximizing profit margins. He is extremely versatile in many different procurement methods. Jorge started in Architecture and has worked on several high profile construction projects.

WWW.JWRCONSTRUCTION.COM

WHY JWR CONSTRUCTION SERVICES, INC.

PHILOSOPHY:

- JWR Construction Services is committed to combine technical expertise with unparalleled customer service, yielding accountability to budget, schedule and quality.

ORGANIZATION:

- A culture of teaming with owners and professionals
- Design Build Pioneers in the State of Florida
- Flexible organization responding to the client needs
- Clear and consistent communication

MANAGEMENT ABILITY:

- Project Management Expertise
- Sensitive to deadlines
- Cost controlling guidelines
- Market awareness
- Commitment to sustainability in processes
- Cultivate relationships
- Knowledge of local government and jurisdictional requirements
- Passion for safety

END PRODUCT:

- On time
- On budget
- Unparalleled Quality



St. Andrews Tower - Coral Springs, Florida

CONTACT INFORMATION

Address: JWR Construction Services, Inc.
1311 West Newport Center Drive, Suite C
Deerfield Beach, FL 33442

Correspondence: Office: 954.480.2800
Fax: 954.480.2885

Website Address: www.jwrconstruction.com

Email: **Principal**
President
Jerry DuBois
jdubois@jwrconstruction.com

Principal
Executive Vice President
William J. Gallo
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TAB 4

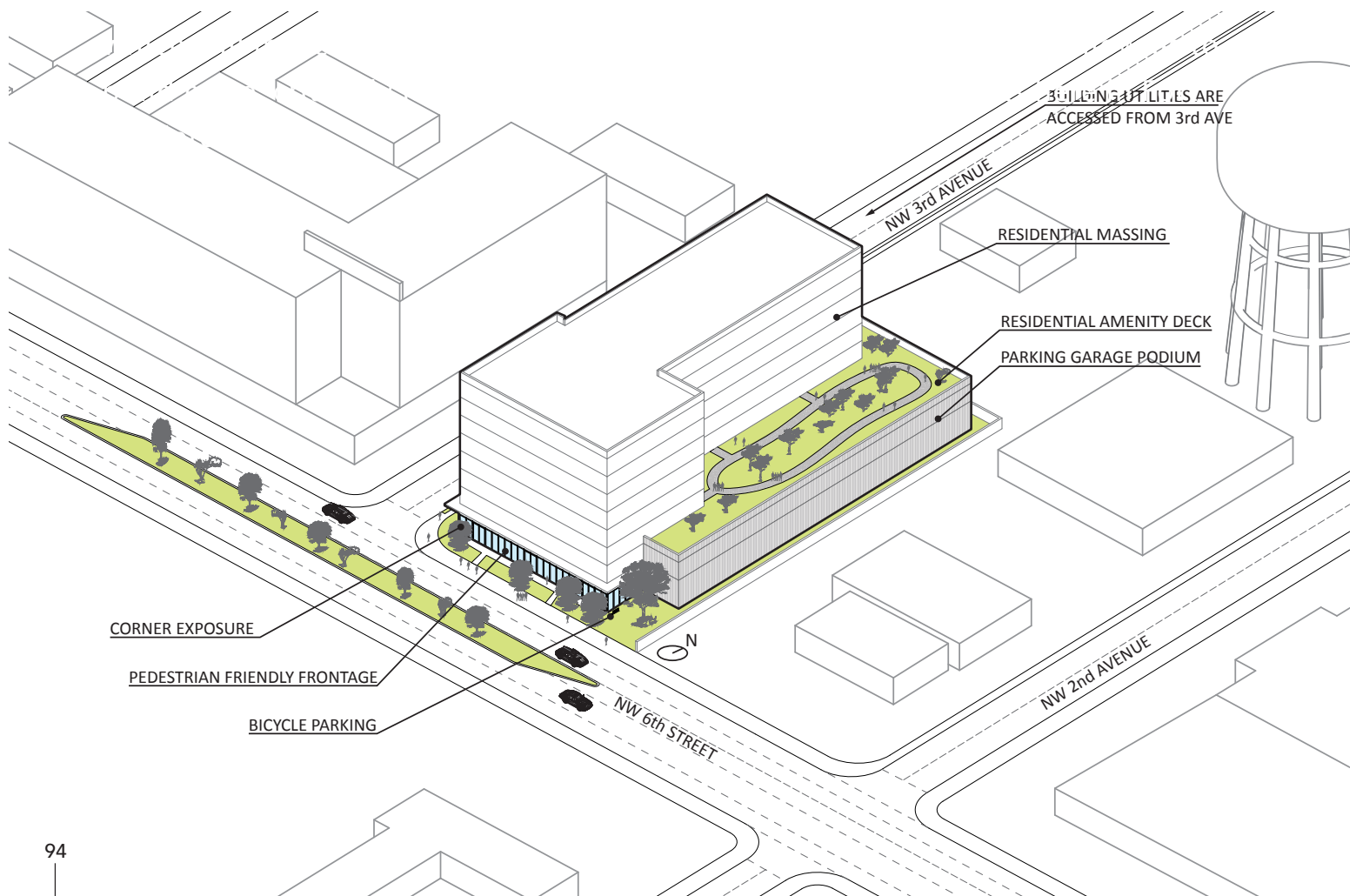
THE PANTRY LOFTS

- PROJECT DESCRIPTION
- CONCEPTUAL 3D MASSING STUDY
- RENDERINGS
- FEATURES & AMENITIES
- SIMILAR GREEN MILLS GROUP COMMUNITIES
- PROJECT TIMELINE

THE PANTRY LOFTS PROJECT DESCRIPTION

The proposed building will be eight stories tall and will include an estimated 80 - 100 residential units, new facilities (warehouse and office spaces) for The Pantry, structured parking, and a commercial component on the ground floor. The number of units will be better determined once the application for funding is submitted to Florida Housing Finance Corporation. The main massing of the building is a result of podium parking with the residential units sitting above.

The community will be highly amenitized and designed to have an “active” ground floor with open promenade space facing Sistrunk. Glass storefronts will line the ever-evolving Sistrunk corridor; bike paths, lush landscaping, and pedestrian-friendly hardscapes will activate this part of the site. The rooftop of the podium parking structure provides an opportunity for a green space for Pantry Loft residents. The Pantry of Broward’s to-be-built new facilities will be designed towards the back of the proposed development so as to keep a more “active” use facing Sistrunk.



THE PANTRY LOFTS PROJECT DESCRIPTION

We have also met and continue to discuss with neighboring community investors the importance of creating an active front along Sistrunk Blvd. This corridor is of great importance and the Pantry Lofts will be designed to celebrate that unique component.

We are currently is in discussions with MASS District, a local non-profit, to occupy as the development's tenant, a to-be-included small retail bay fronting Sistrunk and the proposed open promenade space.

The structure between Green Mills, The Pantry, and the City of Fort Lauderdale render The Pantry Lofts a public/private partnership in its truest sense.



A mixed-use affordable/workforce housing community serving Fort Lauderdale's and Broward's residents.

THE PANTRY LOFTS
CONCEPTUAL RENDERINGS



THE PANTRY LOFTS

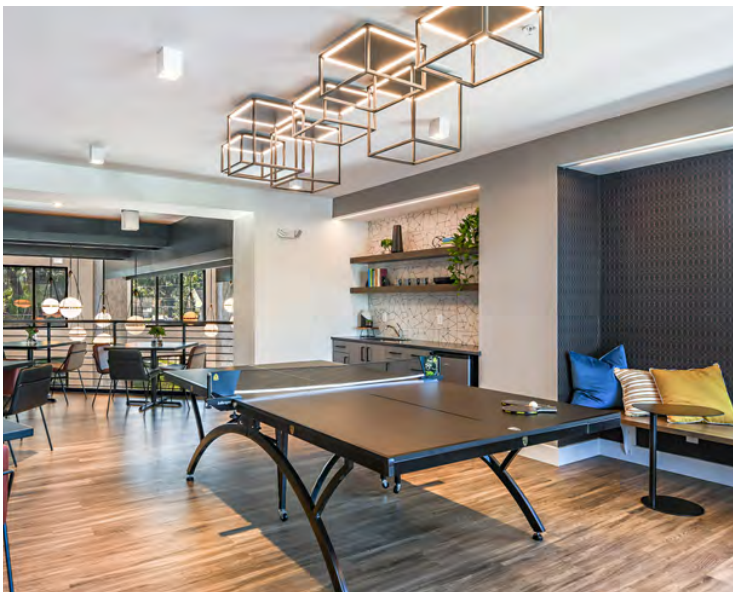
FEATURES & AMENITIES

Every Green Mills Group community is fully amenitized and receives stringent 'green' energy efficiency certifications. The Pantry Lofts will include the following partial list of amenities:

- retail and open promenade spaces along NW 3rd Ave. and Sistrunk
- new warehouse and office space for The Pantry of Broward
- community room, fitness center, game room, computer lab/business center, and on-site offices for Pantry Lofts residents
- well-appointed residences at truly affordable rents
- SEER rated appliances
- Solar array on roof
- secured key fob access
- structured parking
- professional on-site third-party property management



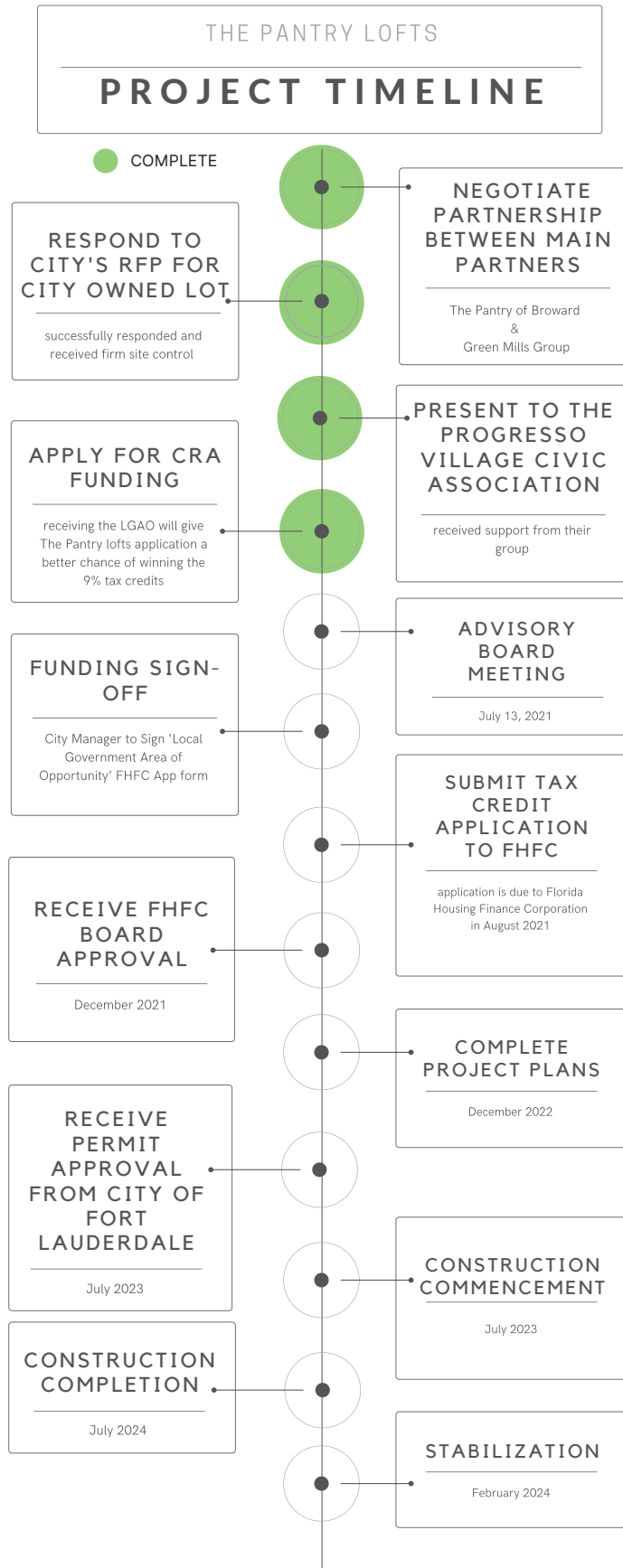
THE PANTRY LOFTS SIMILAR GREEN MILLS COMMUNITIES' AMENITY SPACES



THE PANTRY LOFTS SIMILAR GREEN MILLS COMMUNITIES' AMENITY SPACES



THE PANTRY LOFTS PROJECT TIMELINE





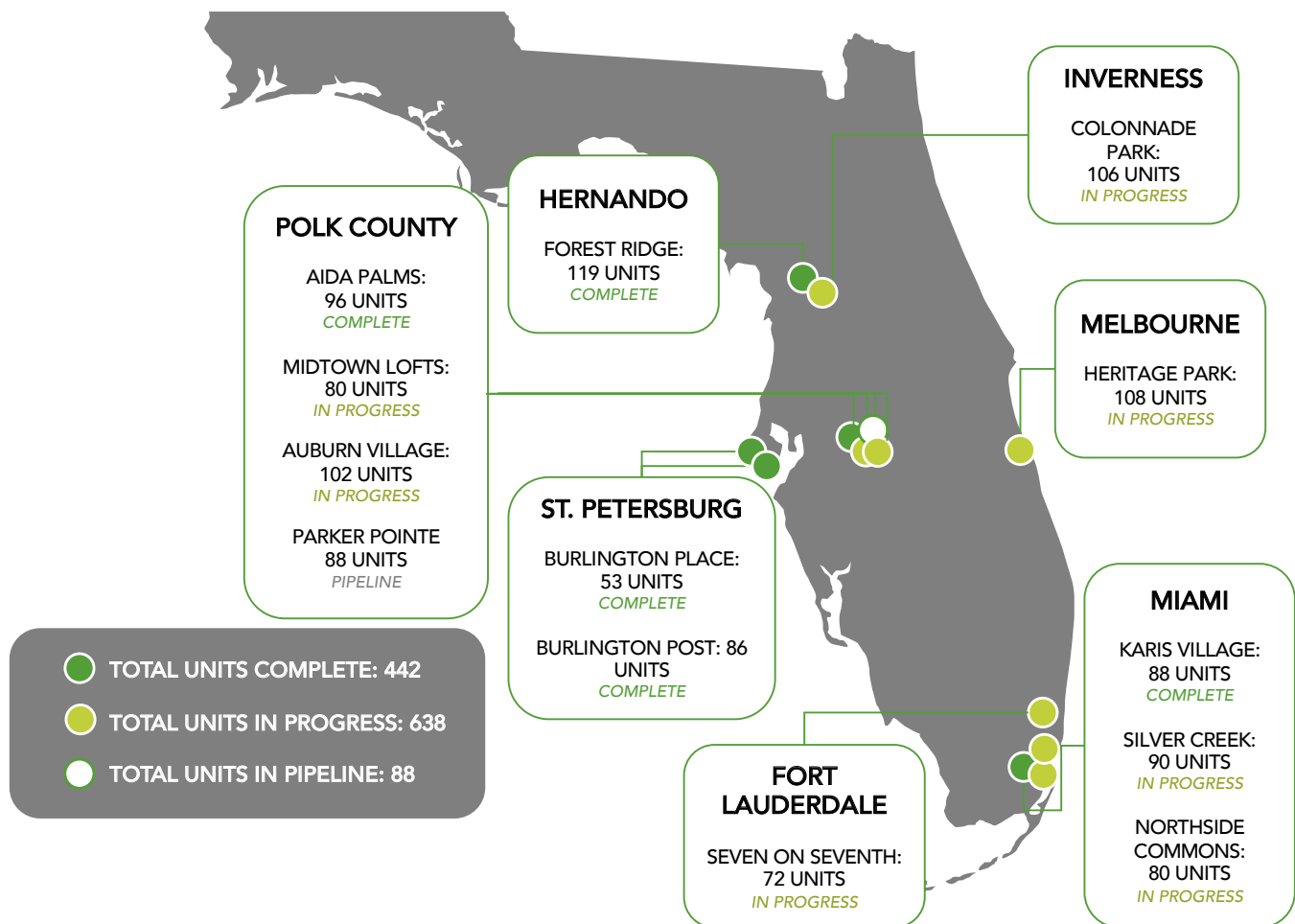
TAB 5

DEVELOPMENT TEAM EXPERIENCE

- GREEN MILLS GROUP SIMILAR COMMUNITIES
 - PRINCIPAL EXPERIENCE CHART
 - GREEN MILLS GROUP COMPANY ORGANIZATIONAL CHART
 - DEVELOPMENT TEAM FINANCIALS
- (Provided separately in CONFIDENTIAL folder)

DEVELOPMENT TEAM EXPERIENCE OTHER GREEN MILLS GROUP COMMUNITITES

GREEN MILLS IS PROUD TO HAVE COMPLETED SEVEN INNOVATIVE, SUSTAINABLE, & AFFORDABLE COMMUNITIES ACROSS FLORIDA & HAS AN ADDITIONAL SEVEN COMMUNITIES IN VARIOUS STAGES OF PROGRESS.



OTHER GREEN MILLS GROUP COMMUNITIES

BURLINGTON POST

Location:

St. Petersburg, FL

Project Details:

86 Multi-family Apartments

Construction Start /

Completion: 2017/2018



Burlington Post is an 86 unit a mixed-use, mixed-income urban infill \$20MM new construction mid-rise with on-site management and community amenities including a club house, community garden, and fitness center. Burlington Post was financed with Low Income Housing Tax Credit (LIHTC) equity, conventional debt, and other gap subsidies including SHIP funds from the City of St. Petersburg. Located in the artistic Kenwood neighborhood, Burlington Post completed construction in 2018 and is marketed to seniors.

LEAD DEVELOPER: *GREEN MILLS*

ARCHITECT: *FORUM ARCHITECTURE*

ATTORNEYS: *NELSON MULLINS*

ACCOUNTANTS: *COHNREZNICK
& TIDWELL GROUP*

GREEN CONSULTANTS: *E3*

PROPERTY MANAGER: *ROYAL
AMERICAN MANAGEMENT*

LIHTC INVESTOR: *RAYMOND JAMES*



KARIS VILLAGE

Location: Miami, FL

Project Details: 88 Multi - Family
Apartments

Construction Start / Completion:
2016/2018

Karis Village is a supportive housing community with 88 units and high-end, on-site amenities. The community provides quality, sustainable housing for veterans and families who are formerly homeless or are considered "at-risk" of homelessness. Green Mills co-developed the community with Carrfour Supportive Housing, Inc., one of Florida's largest and most successful not-for-profit affordable housing developers.

Karis Village was recommended by Florida Housing staff for an annual tax credit allocation of \$2,180,000 plus \$4,300,000 of SAIL subsidy. The development competed with others for the set-aside subsidy, and was selected based on both subjective and objective metrics.



DEVELOPMENT TEAM: GREEN MILLS &
CARRFOUR SUPPORTIVE HOUSING INC.

ARCHITECT: BEHAR FONT

ATTORNEYS: NELSON MULLINS

ACCOUNTANTS: COHNREZNICK & TIDWELL
GROUP

GREEN CONSULTANTS: E3

PROPERTY MANAGER: CROSSROAD
PROPERTY MANAGEMENT

LIHTC INVESTOR: HUDSON HOUSING



SILVER CREEK

Location: Miami, Florida

Project Details: 90 Multi-family
Apartments

Construction Start / Completion:
2018/2020



Silver Creek will be a 90 unit mixed-use, mixed income, urban infill \$26MM new construction high-rise located in Miami-Dade County's Goulds neighborhood. Silver Creek is financed with 9% tax credit equity, conventional debt, and a subordinate loan granted by the County. The community is fully amenitized with on-site property management, a business center, fitness center, playground, and beautifully landscaped walkways. The building's exterior façade has an art installation painted by local artist, Paul Kettlewell, that can be seen from the main thoroughfare. Just weeks away from completion, pre-leased residents are excited for their June move in.

LEAD DEVELOPER: **GREEN MILLS**

ARCHITECT: **BEHAR FONT**

ATTORNEYS: **NELSON MULLINS**

ACCOUNTANTS: **COHNREZNICK**

GREEN CONSULTANTS: **E3**

PROPERTY MANAGER: **ROYAL AMERICAN
MANAGEMENT**

LIHTC INVESTOR: **RAYMOND JAMES**



SEVEN ON SEVENTH

Location: Fort Lauderdale, Florida

Project Details: 72 Multi-family /
Homeless

Construction Start / Completion:
2021/2023



Seven on Seventh ("7on7th") will be an affordable, supportive housing community in the heart of Fort Lauderdale, Florida. The \$26MM+ new construction community, being co-developed by Green Mills and Broward Partnership for the Homeless ("BPHI"), will provide 72 apartments, abundant and accessible common areas, various amenities, and professional on-site management. The community will also receive stringent "green" certifications.

7on7th will be an extension of the existing, award-winning Broward County Central Homeless Assistance Center ("CHAC"). CHAC, operated by BPHI, will benefit 7on7th's residents by offering comprehensive services provided already in this state-of-the-art campus setting. 7 on 7th was recommended for funding by Florida Housing Finance Corporation to receive a competitive 9% tax credit allocation and SAIL/ELI subsidies in the spring of 2019. Financial closing and construction commencement are expected to occur in the Winter of 2020, and units are expected to be ready for occupancy in late 2021.

LEAD DEVELOPER: **GREEN MILLS**

ARCHITECT: **FORUM ARCHITECTS**

ATTORNEYS: **NELSON MULLINS**

ACCOUNTANTS: **COHNREZNICK**

GREEN CONSULTANTS: **E3**

PROPERTY MANAGER: **ROYAL AMERICAN
MANAGEMENT**

LIHTC INVESTOR: **RAYMOND JAMES**



DEVELOPMENT TEAM EXPERIENCE

PRINCIPAL EXPERIENCE CHART

Development	Units	Funding Sources	Capital Raised	Completion Date	Principal	Role
1 Seven on Seventh Fort Lauderdale, FL	72	Est. Conventional Mortgage (Construction) FHFC SAIL/ELI Loan 9% LIHTC (partner TBD)	\$ 9,500,000 \$ 5,410,800 \$ 20,675,000	2021	Mitchell Rosenstein Oscar Sol	Principal Principal
2 Auburn Village Polk County, FL	102	Est. Conventional Mortgage (Construction) Est. Conventional Mortgage (Perm) 9% LIHTC (partner TBD)	\$ 7,000,000 \$ 2,000,000 \$ 16,148,000	2021	Mitchell Rosenstein Oscar Sol	Principal Principal
3 Midtown Lofts Lakeland, FL	80	Est. Conventional Mortgage (Construction) Est. Conventional Mortgage (Perm) 9% LIHTC (partner TBD)	\$ 7,500,000 \$ 1,200,000 \$ 14,500,000	2020	Mitchell Rosenstein Oscar Sol	Principal Principal
4 Colonnade Park Inverness, FL	106	Est. Conventional Mortgage (Construction) Est. Conventional Mortgage (Perm) 9% LIHTC (partner TBD)	\$ 8,500,000 \$ 2,000,000 \$ 14,500,000	2020	Mitchell Rosenstein Oscar Sol	Principal Principal
5 Northside Commons Miami, FL	80	Est. Conventional Mortgage (Construction) FHFC SAIL/ELI Loan 9% LIHTC (partner TBD)	\$ 17,000,000 \$ 4,000,000 \$ 23,000,000	2021	Mitchell Rosenstein Oscar Sol	Principal Principal
6 Heritage Park Melbourne, FL	108	Est. Conventional Mortgage (Construction) FHFC SAIL/ELI Loan 9% LIHTC (partner TBD)	\$ 9,500,000 \$ 4,464,876 \$ 14,000,000	2020	Mitchell Rosenstein Oscar Sol	Consultant Consultant
7 Silver Creek Miami, FL	90	Construction Loan (TD Bank) Permanent Mortgage (FCLF) Miami-Dade County Surtax Loan 9% LIHTC (Raymond James synd. to TD Bank)	\$ 17,000,000 \$ 3,000,000 \$ 2,225,000 \$ 20,087,991	2020	Mitchell Rosenstein Oscar Sol	Principal Principal
8 Burlington Post St. Petersburg, FL	86	Construction Loan (Raymond James Bank) Permanent Mortgage (Raymond James Bank) City of St. Petersburg SHIP 9% LIHTC (Raymond James)	\$ 13,000,000 \$ 250,000 \$ 90,000 \$ 18,341,166	2018	Mitchell Rosenstein Oscar Sol	Principal Principal
9 Karis Village Miami, FL	88	Construction Loan (Capital One) FHFC SAIL Loan 9% LIHTC (Hudson Housing synd. to Capital One)	\$ 8,500,000 \$ 4,300,000 \$ 24,195,000	2017	Mitchell Rosenstein Oscar Sol	Principal Principal
10 Aida Palms Lakeland, FL	96	Construction Loan (JP Chase) Permanent Mortgage (FCLF) 9% LIHTC (Raymond James synd. to multiple b	\$ 5,000,000 \$ 700,000 \$ 15,100,000	2017	Mitchell Rosenstein Oscar Sol	Principal Principal
11 Burlington Place St. Petersburg, FL	53	Construction Loan (TD Bank) Permanent Mortgage (NLP) City of St. Petersburg SHIP 9% LIHTC (Raymond James synd. to TD Bank)	\$ 4,000,000 \$ 475,000 \$ 90,000 \$ 11,656,584	2017	Mitchell Rosenstein Oscar Sol	Principal Principal
12 Forest Ridge Beverly Hills, FL	119	Construction Mortgage (US Bank) Perm. USDA 538 Loan (Churchill Stateside) FHLB AHP Grant Citrus County SHIP 9% LIHTC (US Bank synd. to Suntrust)	\$ 12,100,000 \$ 1,750,000 \$ 500,000 \$ 200,000 \$ 14,800,000	2015	Mitchell Rosenstein Oscar Sol	Principal Principal
13 Louis E. Brown St. Croix, USVI	102	HUD Replacement Factor Grant Public Housing Development Grant HUD Capital Fund Grant 9% LIHTC	\$ 5,238,782 \$ 5,814,872 \$ 3,094,110 \$ 20,097,990	2011	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
14 Elinger Apartments Davie, FL	155	Conventional Mortgage County HOME Loan Town of Davie SHIP Loan TCEP Loan FHFC ELI TCEP Loan 9% LIHTC	\$ 6,525,000 \$ 285,000 \$ 110,000 \$ 5,000,000 \$ 1,275,000 \$ 19,700,830	2012	Mitchell Rosenstein	VP of Finance
15 Dr. Kennedy Homes Fort Lauderdale, FL	132	Conventional Mortgage TCEP Loan FHFC ELI TCEP Loan County HOME Loan 9% LIHTC	\$ 5,760,000 \$ 5,000,000 \$ 1,190,000 \$ 285,000 \$ 16,773,938	2012	Mitchell Rosenstein	VP of Finance
16 Wahneta Palms Wahneta, FL	64	TCEP Loan 9% LIHTC	\$ 3,200,000 \$ 7,188,481	2011	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
17 Palafox Landing Pensacola, FL	96	Construction Loan County HOME Loan Escambia HHRP Loan ARRA TCAP Loan TCEP Loan	\$ 1,249,853 \$ 640,000 \$ 1,000,000 \$ 2,880,000 \$ 8,455,940	2011	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
18 Northwest Gardens I Fort Lauderdale, FL	143	Conventional Mortgage Broward AHP Loan TCEP Loan	\$ 3,700,000 \$ 500,000 \$ 18,232,500	2011	Mitchell Rosenstein	VP of Finance
19 Northwest Gardens III Fort Lauderdale, FL	150	Conventional Mortgage County HOME Loan TCEP Loan FHFC ELI TCEP Loan 9% LIHTC	\$ 8,775,000 \$ 285,000 \$ 5,000,000 \$ 1,275,000 \$ 16,963,304	2012	Mitchell Rosenstein	VP of Finance
20 The Beacon Miami, FL	90	Conventional Mortgage (Citi) County SURTAX Loan TCEP Loan	\$ 2,384,493 \$ 2,249,910 \$ 20,655,000		Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
21 Everett Stewart Sr. Village Miami, FL	96	Conventional Mortgage (Citi) County SURTAX Loan FHFC Supplemental Loan TCEP Loan	\$ 1,380,000 \$ 1,791,000 \$ 765,000 \$ 21,768,500	2011	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
22 Brownsville Transit Village II Miami, FL	100	Conventional Mortgage (Citi) County SURTAX Loan TCEP Loan	\$ 1,380,000 \$ 2,499,900 \$ 21,768,500	2012	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
23 Brownsville Transit Village III Miami, FL	103	Conventional Mortgage (Citi) County SURTAX Loan TCEP Loan FHFC ELI TCEP Loan 9% LIHTC	\$ 1,000,000 \$ 300,000 \$ 5,000,000 \$ 850,000 \$ 19,857,567	2012	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
24 Brownsville Transit Village IV Miami, FL	102	Conventional Mortgage (Citi) County SURTAX Loan TCEP Loan FHFC ELI TCEP Loan	\$ 1,100,000 \$ 300,000 \$ 5,000,000 \$ 850,000	2012	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development

DEVELOPMENT TEAM EXPERIENCE

PRINCIPAL EXPERIENCE CHART

Development	Units	Funding Sources	Capital Raised	Completion Date	Principal	Role
		9% LIHTC	\$ 21,380,991			
25 Village Carver Miami, FL	112	Conventional Mortgage (B of A) County SURTAX Loan 9% LIHTC	\$ 7,000,000 \$ 4,350,000 \$ 18,914,294	2010	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
26 Village Carver II Miami, FL	100	County SURTAX Loan FHFC Supplemental Loan TCEP Loan	\$ 3,386,935 \$ 765,000 \$ 21,768,500	2011	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
27 Labre Place Miami, FL	90	FHFC SAIL Loan City HOME Loan TCEP Loan	\$ 4,000,000 \$ 837,053 \$ 19,188,358	2011	Mitchell Rosenstein Oscar Sol	VP of Finance N/A
28 Sea Grape Marathon, FL	56	Conventional Mortgage (NLP) FHFC SAIL Loan 9% LIHTC	\$ 2,400,000 \$ 1,854,549 \$ 12,196,280	2009	Mitchell Rosenstein	VP of Finance
29 Sea Grape II Marathon, FL	28	Conventional Mortgage (NLP) FHFC SAIL Loan FHFC Supplemental Loan 9% LIHTC	\$ 320,022 \$ 991,033 \$ 255,000 \$ 5,914,409	2009	Mitchell Rosenstein	VP of Finance
30 Silurian Pond Pensacola, FL	72	FHFC MFRB FHFC RRLP Loan Escambia HHRP Loan 4% LIHTC	\$ 7,000,000 \$ 8,490,000 \$ 1,147,870 \$ 3,044,496	2009	Mitchell Rosenstein Oscar Sol	VP of Finance Vice President
31 Morris Court II Pensacola, FL	74	Conventional Mortgage (PNC) Escambia HHRP Loan 9% LIHTC	\$ 1,100,000 \$ 1,240,000 \$ 10,009,000	2008	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
32 Morris Court III Pensacola, FL	50	FHFC MFRB FHFC RRLP Loan Escambia HHRP Loan 4% LIHTC	\$ 4,500,000 \$ 4,286,269 \$ 1,000,000 \$ 2,727,727	2008	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
33 Poinciana Grove Miami, FL	80	Conventional Mortgage (B of A) County SURTAX Loan 9% LIHTC	\$ 6,800,000 \$ 3,200,000 \$ 18,821,000	2009	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
34 Village Allapattah Miami, FL	110	Conventional Mortgage County SURTAX Loan 9% LIHTC	\$ 8,000,000 \$ 4,886,541 \$ 22,558,000	2009	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
35 Village Allapattah II Miami, FL	90	Conventional Mortgage FHFC RRLP Loan FHFC Supplemental Loan 9% LIHTC	\$ 6,500,000 \$ 2,733,048 \$ 910,000 \$ 22,595,000	2009	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
36 Dixie Court Fort Lauderdale, FL	122	Conventional Mortgage FHFC SAIL Loan Housing Authority Loan Housing Authority Grant 9% LIHTC	\$ 2,650,000 \$ 1,025,000 \$ 965,000 \$ 250,000 \$ 12,009,000	2008	Mitchell Rosenstein	VP of Finance
37 Dixie Court II Fort Lauderdale, FL	32	FHFC MFRB FHFC RRLP Loan 4% LIHTC	\$ 4,750,000 \$ 5,346,305 \$ 2,237,446	2008	Mitchell Rosenstein	VP of Finance
38 Dixie Court III Fort Lauderdale, FL	100	Conventional Mortgage Housing Authority Loan Broward AHP Loan FHFC Supplemental Loan 9% LIHTC	\$ 3,600,000 \$ 250,000 \$ 125,000 \$ 850,000 \$ 11,807,635	2009	Mitchell Rosenstein	VP of Finance
39 Villa Patricia Miami, FL	125	Conventional Mortgage County SURTAX Loan City HOME Loan 9% LIHTC	\$ 10,000,000 \$ 5,380,000 \$ 674,000 \$ 18,225,000	2008	Mitchell Rosenstein	VP of Finance
40 Villa Patricia II Miami, FL	125	Conventional Mortgage County SURTAX Loan 9% LIHTC	\$ 7,100,000 \$ 3,825,000 \$ 22,093,000	2009	Mitchell Rosenstein	VP of Finance
41 Villa Patricia III Miami, FL	89	Conventional Mortgage FHFC RRLP Loan 9% LIHTC	\$ 8,710,000 \$ 3,980,301 \$ 19,566,000	2009	Mitchell Rosenstein	VP of Finance
42 Amber Garden Miami, FL	110	Conventional Mortgage County SURTAX Loan City HOME Loan 9% LIHTC	\$ 4,150,000 \$ 3,825,000 \$ 675,015 \$ 17,283,365	2008	Mitchell Rosenstein	VP of Finance
43 Tallman Pines Deerfield Beach, FL	176	Conventional Mortgage County HOME Loan 9% LIHTC	\$ 6,400,000 \$ 1,000,000 \$ 26,051,895	2009	Mitchell Rosenstein	VP of Finance
44 Tallman Pines II Deerfield Beach, FL	24	Conventional Mortgage FHFC RRLP Loan FHFC Supplemental Loan 4% LIHTC	\$ 3,654,876 \$ 3,394,876 \$ 260,000 \$ 2,022,000	2008	Mitchell Rosenstein	VP of Finance
45 St. Lukes Life Center Lakeland, FL	150	Conventional Mortgage Polk County HHRP 9% LIHTC	\$ 3,500,000 \$ 1,502,763 \$ 14,807,000	2007	Mitchell Rosenstein	VP of Finance
46 Bell Ridge Pace, FL	122	Conventional Mortgage Santa Rosa HHRP Loan 9% LIHTC	\$ 5,600,000 \$ 1,400,000 \$ 9,281,000	2007	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
47 Bell Ridge II Pace, FL	48	FHFC MFRB FHFC RRLP Loan FHFC Supplemental Loan Santa Rosa HHRP Loan 4% LIHTC	\$ 4,750,000 \$ 4,100,000 \$ 600,000 \$ 300,000 \$ 2,815,000	2007	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
48 Alabaster Gardens Pensacola, FL	147	FHFC MFRB FHFC SAIL Loan Escambia HHRP Loan 4% LIHTC	\$ 9,000,000 \$ 4,000,000 \$ 2,000,000 \$ 5,089,590	2007	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
49 Royalton Miami, FL	100	Conventional Mortgage FHFC SAIL Loan	\$ 4,750,000 \$ 3,000,000	2008	Mitchell Rosenstein	VP of Finance

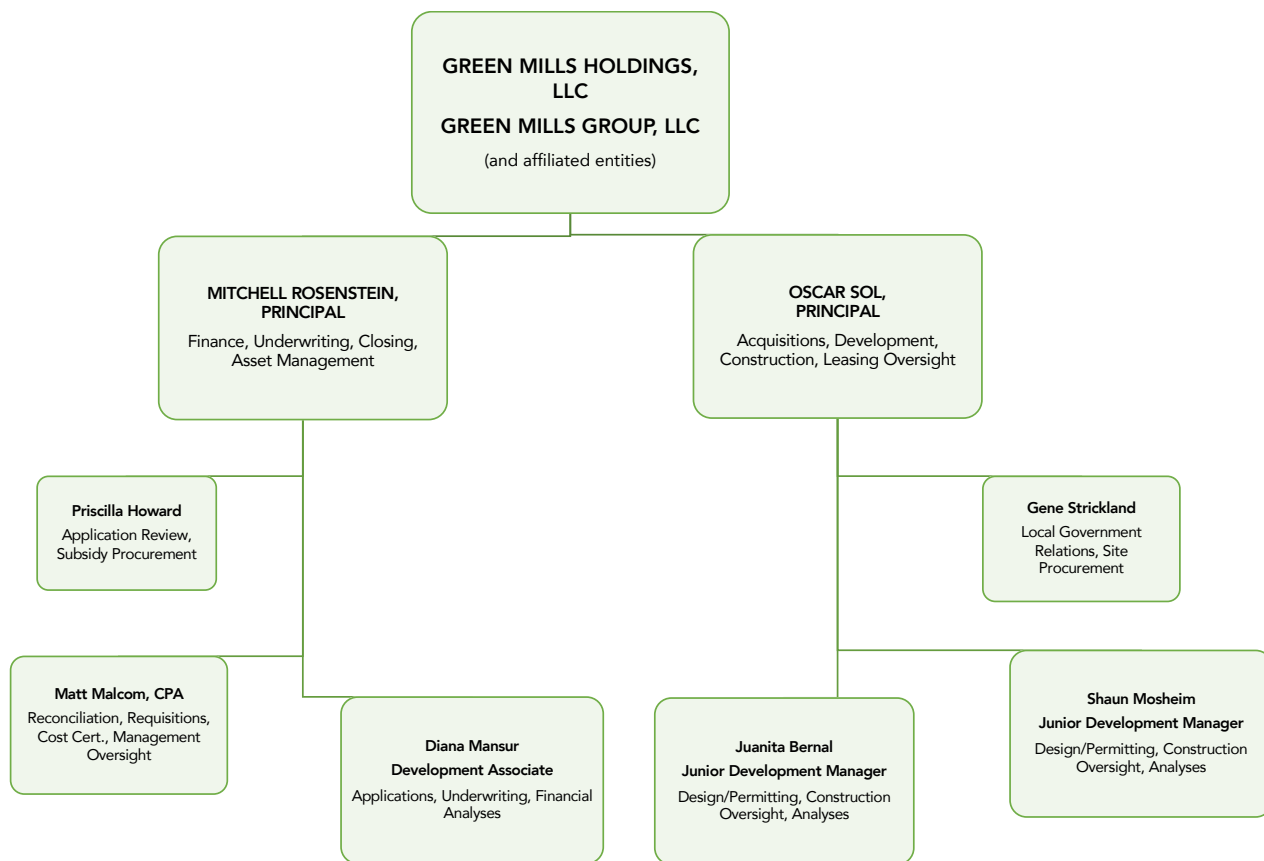
DEVELOPMENT TEAM EXPERIENCE

PRINCIPAL EXPERIENCE CHART

Development	Units	Funding Sources	Capital Raised	Completion Date	Principal	Role
50 Valencia Garden Wauchula, FL	104	County SURTAX Loan	\$ 2,250,000	2008	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
		County/City HOME Loan	\$ 2,330,000			
		HUD Shelter Plus Care	\$ 2,000,000			
		HUD Homeless Grant	\$ 750,000			
		9% LIHTC, Historic Tax Credits	\$ 9,674,413			
51 Arbor Crest Quincy, FL	120	Conventional Mortgage	\$ 2,775,000	2006	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
		9% LIHTC	\$ 6,674,000			
52 Crestview Park Immokalee, FL	208	Conventional Mortgage	\$ 13,000,000	2007	Mitchell Rosenstein	VP of Finance
		9% LIHTC	\$ 12,413,759			
53 Magnolia Crossing Pace, FL	56	Conventional Mortgage	\$ 5,750,000	2007	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
		FHFC RRLP Loan	\$ 5,700,000			
		Santa Rosa HHRP Loan	\$ 300,000			
		4% LIHTC	\$ 3,118,000			
54 Country Walk Wauchula, FL	64	Conventional Mortgage	\$ 5,200,000	2007	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
		FHFC RRLP Loan	\$ 5,800,000			
		4% LIHTC	\$ 3,974,000			
55 Christine Cove Jacksonville, FL	96	Duval County MFRB	\$ 6,000,000	2007	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
		FHFC SAIL Loan	\$ 4,000,000			
		Duval County Loan	\$ 1,000,000			
		JEA Loan	\$ 130,867			
		4% LIHTC	\$ 3,693,000			
56 Santa Clara Miami, FL	208	Conventional Mortgage	\$ 4,100,000	2004	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
		County Home Loan	\$ 1,750,000			
		County SURTAX Loan	\$ 250,000			
		City HOME Loan	\$ 750,000			
		9% LIHTC	\$ 12,000,000			
57 Santa Clara II Miami, FL	204	Conventional Mortgage	\$ 6,500,000	2005	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
		County SURTAX Loan	\$ 3,160,000			
		9% LIHTC	\$ 19,115,000			
58 Villas at Lakesmart Winter Haven, FL	220	HUD Risk Sharing Program	\$ 8,975,000	2003	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
		SHIP/CDFI Loan	\$ 646,500			
		Polk County HHRP Loan	\$ 129,887			
		Winter Haven Grant	\$ 150,000			
		4% LIHTC	\$ 4,136,355			
59 Lake Mirror Tower Lakeland, FL	76	Conventional Mortgage	\$ 4,000,000	2005	Mitchell Rosenstein	Financial Analyst
		City of Lakeland Loan	\$ 4,850,000			
		Historic Tax Credits	\$ 1,876,056			
60 Oaks at Omni Fort Myers, FL	300	PW Funding	\$ 10,250,000	2002	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
		9% LIHTC	\$ 9,600,000			
61 Country Manor Bowling Green, FL	120	Conventional Mortgage	\$ 979,259	2004	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
		FHFC SAIL Loan	\$ 1,533,562			
		County Grant	\$ 10,000			
		9% LIHTC	\$ 7,550,000			
62 Allapattah Gardens Miami, FL	128	Dade County MFRB	\$ 6,400,000	2004	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
		FHFC SAIL Loan	\$ 1,500,000			
		City of Miami HOME Loan	\$ 400,000			
		County HODAG & SURTAX	\$ 1,250,000			
		4% LIHTC	\$ 3,472,000			
63 Golf View Gardens Sunrise, FL	160	Broward County MFRB	\$ 8,850,000	2005	Mitchell Rosenstein	Financial Analyst
		FHFC SAIL Loan	\$ 2,000,000			
		County HOME Loan	\$ 194,043			
64 Tuscany Lakes Ellenton, FL	348	FHFC MFRB	\$ 16,700,000	2005	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
		4% LIHTC	\$ 6,813,000			
65 Cameron Creek Florida City, FL	146	Conventional Mortgage	\$ 2,800,000	2002	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
		FHFC SAIL Loan	\$ 1,125,000			
		County SHIP Loan	\$ 700,000			
		County SURTAX Loan	\$ 500,000			
		9% LIHTC	\$ 6,512,000			
66 Willow Creek North Port, FL	120	Conventional Mortgage	\$ 2,900,000	2002	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
		FHFC SAIL Loan	\$ 1,225,000			
		9% LIHTC	\$ 3,985,000			
67 Lennox Court Jacksonville, FL	360	Conventional Mortgage	\$ 10,100,000	2002	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
		FHFC SAIL Loan	\$ 2,000,000			
		Jacksonville HFA Loan	\$ 1,400,000			
		JEA Loan	\$ 419,720			
		9% LIHTC	\$ 12,070,000			
68 Sunrise Villas Fellesmere, FL	160	Conventional Mortgage	\$ 3,500,000	2004	Mitchell Rosenstein	Financial Analyst
		FHFC SAIL Loan	\$ 1,500,000			
		AHP Loan	\$ 500,000			
		9% LIHTC	\$ 8,799,187			
69 Meridian West Key West, FL	102	Conventional Mortgage	\$ 3,800,000	2004	Mitchell Rosenstein	Financial Analyst
		FHFC SAIL Loan	\$ 2,000,000			
		County CDFI Loan	\$ 500,000			
		Monroe County Land Authority	\$ 1,500,000			
		County SHIP Loan	\$ 75,000			
		9% LIHTC	\$ 8,210,000			
70 Heron Pond Lehigh Acres, FL	156	Lee County MFRB	\$ 6,500,000	2003	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
		FHFC SAIL Loan	\$ 1,500,000			
		4% LIHTC	\$ 2,848,000			
Total	8,201		\$ 1,554,456,937			

DEVELOPMENT TEAM EXPERIENCE

GREEN MILLS COMPANY ORGANIZATIONAL CHART



DEVELOPMENT TEAM FINANCIALS

PLEASE SEE FINANCIALS IN CONFIDENTIAL FOLDER
SUBMITTED WITH OUR APPLICATION



TAB 6

SITE CONTROL

- SITE CONTROL
- THE PANTRY OF BROWARD PROPERTY DEED
- CITY LOT PURCHASE & SALE AGREEMENT

THE PANTRY OF BROWARD PROPERTY DEED

CFN # 107298252, OR BK 44474 Page 241, Page 1 of 4, Recorded 08/09:28 AM, Broward County Commission, Doc. D \$7000.00 Deputy Clerk

2

This Instrument Prepared by:

Donald J. Doody, Esquire

GOREN, CHEROF, DOODY & EZROL, P.A.

3099 E Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308

PIN: 494234076610 & 494234076640

_____, SPACE ABOVE THIS LINE FOR RECORDING DATA _____

Trustee's Deed

This Trustee's Deed made this 3rd day of August, 2007 between **Martha L. Richard H. DeVaughn and Don J. DeVaughn**, as Co-Trustees of the **DeVaughn Trust dated December 19, 1989 with full power and authority to protect, conserve and to sell, or to lease, or to encumber, or otherwise to dispose of the real property described herein, as contemplated under Section 610, LLC, a Florida limited liability company**, whose post office address is 521 E. Las Olas Boulevard, Fort Lauderdale, Florida 33301-2232 (the "Grantee").

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and their legal representatives, and assigns of individuals, and the successors and assigns of corporations and trusts).

WITNESSETH

That said Grantor, for and in consideration of the sum TEN AND NO/100 (\$10.00) and other good and valuable considerations to said Grantor in hand paid to said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, with full power and authority, unto the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **BROWARD** County, Florida, to-wit:

An undivided one-half (1/2) interest as tenant in common in Lots 29, 30 and 34, Block 321 of PROGRESSO, according to the Plat thereof, as recorded in Book 2, Page 18 of the Public Records of Miami-Dade County, Florida, situate, lying and being in Broward County, Florida.

Grantor warrant that at the time of this conveyance, the subject property is not the Grantor's homestead property within the meaning set forth in the Constitution of the State of Florida, nor is it contiguous to the Grantor's homestead property.

Subject to property taxes for the current year and thereafter.

Together with all the tenements, hereditaments and appurtenances thereto in anywise appertaining.

THE PANTRY OF BROWARD PROPERTY DEED

CFN # 107298252, OR BK 44474 PG 242, Page 2 of 4

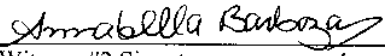
To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantors.

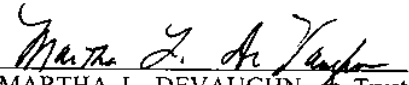
IN WITNESS WHEREOF, the said party of the first part has hereunto set his/her hand and seal on the day and year first above written.


Witness #1 Signature

Michael W Rauch
Witness #1 Printed Name


Witness #2 Signature

ANNABELLA BARBOZA
Witness #2 Printed Name


MARTHA L. DEVAUGHN, as Trustee
of The Martha DeVaughn Trust dated
December 19, 1989

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20 day of August, 2007 by MARTHA L. DEVAUGHN, as Trustee of The Martha DeVaughn Trust, dated December 19, 1989 who is personally known to me or have produced a Florida Driver's License as identification.


Notary Public



THE PANTRY OF BROWARD PROPERTY DEED

CFN # 107298252, OR BK 44474 PG 243, Page 3 of 4

Lesia Finch
Lesia Finch
Witness #1 Signature
Lesia Finch Lesia Finch
Witness #1 Printed Name

Josh McFarland
Witness #2 Signature
Josh McFarland
Witness #2 Printed Name

Richard H. DeVaughn
Richard H. DeVaughn
RICHARD H. DEVAUGHN, as Trustee
of The Martha DeVaughn Trust, dated
December 19, 1989

STATE OF TENNESSEE

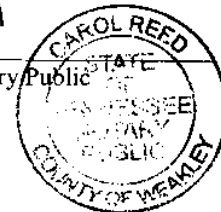
COUNTY OF Weakley

The foregoing instrument was acknowledged before me this 12th day of July, 2007 by RICHARD H. DEVAUGHN, as Trustee of The Martha DeVaughn Trust, dated December 19, 1989 who is personally known to me or have produced a Florida Driver's License as identification.

MY COMMISSION EXPIRES
JUNE 30, 2010

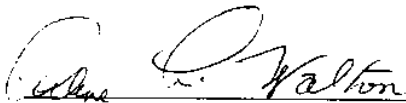
Carol Reed
Carol Reed

Notary Public

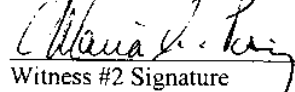


THE PANTRY OF BROWARD PROPERTY DEED

CFN # 107298252, OR BK 44474 PG 244, Page 4 of 4


Witness #1 Signature

ALLENE A. WALTON
Witness #1 Printed Name

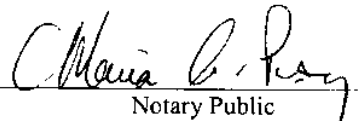

Witness #2 Signature

MARIA A. PISZ
Witness #2 Printed Name

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10 day of July, 2007 by DON J. DEVAUGHN, as Trustee of The Martha DeVaughn Trust, dated December 19, 1989 who is personally known to me or have produced a Florida Driver's License as identification.


Notary Public



Maria A. Pisz
MY COMMISSION # DD234044 EXPIRES
October 26, 2007
BONDED THRU TROY FARM INSURANCE, INC.

BUYER EXECUTED PURCHASE & SALE AGREEMENT FOR THE CITY'S LOT

*to be assigned to
applicant entity*



CITY OF FORT LAUDERDALE City Commission Agenda Memo REGULAR MEETING

#20-0834

TO: Honorable Mayor & Members
Fort Lauderdale City Commission

FROM: Chris Lagerbloom, ICMA-CM, City Manager

DATE: October 20, 2020

TITLE: Resolution Approving Notice of Award and Sale of City Owned Property Located at 221 NW 6 Street, Fort Lauderdale, FL 33311 to Green Mills Holdings, LLC. – **(Commission District 2)**

Recommendation

Staff recommends the City Commission adopt a resolution approving the sale of City owned property to Green Mills Holdings, LLC for property located 221 NW 6 Street, Fort Lauderdale, FL 33311 under Section 8.04 of the Charter in the amount of \$560,000 for an affordable housing project .

Background

The property located 221 NW 6 Street (Folio 494234076600), located in the Progresso neighborhood bounded on the South by Northwest 6 Street, North by Northwest 7 Street and West of Northwest 2 Avenue, is no longer needed for public use and it is being recommended to be offered for sale. The City acquired the property through a Certificate of Title on May 8, 2012 (Exhibit 1). The site is approximately 11,765 square feet and is a vacant lot (Exhibit 2). Callaway and Price performed an appraisal of the property and provided an "as-is" value of \$560,000. The resolution is structured to require the sale to be for cash and no less than one hundred (100%) percent of the appraised value. The site is zoned NWRAC-MUe which is Northwest Regional Activity Center Mixed Use east.

On June 16, 2020, the City Commission adopted Resolution No. 20-93 declaring the property as no longer needed for public use and available for purchase, setting the minimum bid at \$560,000. Colliers, on behalf of the City, marketed the property through Costar LoopNet, colliers.com, and personal outreach. The marketing strategy and directive was to increase the City's affordable housing supply. On August 18, 2020, the City Commission amended Resolution No. 20-93 to allow for additional time to negotiate essential terms of the proposed bid terms (Exhibit 3).

The City received one bid from Green Mills Holdings, LLC ("Green Mills") named the Pantry Lofts (Exhibit 4). Their proposal is in partnership with the Pantry of Broward, Inc, ("Pantry") a local nonprofit serving low-income seniors throughout Broward County in need of more stable food sources. The Pantry is also the property owner of the lot behind the City-owned lot and are partnering with Greens Mills to increase the total buildable area and develop new facilities to the nonprofit. The Pantry Loft proposal seeks to construct an eight (8) story

10/20/2020
CAM 20-0834

Page 1 of 2

BUYER EXECUTED PURCHASE & SALE AGREEMENT FOR THE CITY'S LOT

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made October 20, 2020, by and between the Seller and the Buyer as follows:

SELLER: CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

ADDRESS: 100 North Andrews Avenue
Fort Lauderdale, FL 33301
Attn: Luisa Agathon

BUYER: GREEN MILLS HOLDINGS, LLC, a Florida limited liability company

ADDRESS: 100 SE 3rd Avenue, Floor 10
Fort Lauderdale, FL 33394
Attn: Oscar Sol

agrees to purchase in accordance with this Agreement all that certain real property, together with all improvements, easements and appurtenances, hereinafter referred to as the "Property", which is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

1. PURCHASE PRICE: The purchase price of the Property shall be FIVE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$560,000) and shall be paid in the form of a cashier's check payable to the City of Fort Lauderdale in the following manner:

A. Deposit: Buyer deposits herewith the sum of FIFTY-SIX THOUSAND AND NO/100 DOLLARS (\$56,000.00 representing ten percent (10%) of the total purchase price) as earnest money made payable to the City of Fort Lauderdale.

B. Balance: The balance of the purchase price in the amount of FIVE HUNDRED FOUR THOUSAND AND 00/100 DOLLARS (\$504,000.00) shall be payable at closing by locally drawn cashier's check, subject to prorations as provided herein plus closing costs and other associated costs.

The Buyer is responsible for arranging any necessary financing. Subject to the terms of Section 4 below, the Buyer acknowledges that this Agreement is not otherwise contingent on financing.

2. CLOSING: This Agreement shall be closed, and the deed delivered on or before the earlier of: (i) six (6) months after the date Buyer receives a binding commitment from FHFC for an allocation of LIHTCs with respect to the subject Property sufficient to construct the Intended Improvements, (the "Binding Allocation") or (ii) December 31, 2022 ("Closing Date"). The following are additional details of closing:

BUYER EXECUTED PURCHASE & SALE - CONT.

B. Conveyance: At closing, the Seller will deliver to the Buyer a fully executed Quit Claim Deed conveying the Property and any improvements in its "AS IS CONDITION", without warranties or representations of any kind whatsoever. Seller shall be responsible for preparation of the deed. Seller shall convey the Property without a reservation of mineral and petroleum rights pursuant to Florida Statutes Section 270.11. Buyer hereby petitions Seller to convey the Property without reservation of mineral and petroleum rights and to release the rights of entry relating to such mineral and petroleum rights. Seller hereby finds that conveyance without reservation of mineral and petroleum rights and rights of entry is appropriate and justified in light of the impact reservation of such rights would have upon the marketability, value and development potential of the Property.

C. Expenses: Except for Seller's payment to satisfy Property Liens (as defined below), the Buyer shall pay all costs of closing, and any other costs associated with this sale.

4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The Seller agrees to pay all outstanding real estate taxes if any, prorated up to the day of closing. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record; PROVIDED, HOWEVER, if applicable, Seller shall apply the Purchase Price, or such portion thereof as may be necessary, to release and satisfy (i) any and all liens, judgments, mortgages, code enforcement actions, assessments, citations, charges, utility bills and any other encumbrance which run with title to the Property and are satisfied or released upon payment of a sum of money susceptible of calculation from the applicable instrument (the "Property Liens"), (ii) which are disclosed in a title search of the Property and/or a municipal lien search obtained by the Buyer.

5. A. CONDITION OF THE PROPERTY: Subject to the terms and conditions of the Rider attached to this Agreement, the Buyer acknowledges that he or she has inspected the Property, and agrees to accept the Property in its "AS IS CONDITION" and that the Seller has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title to the property, the environmental condition of the property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use or the legal ability of Buyer to use the Property for its intended use.

Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property, including without limitation, its value, title, suitability, zoning, or its environmental or physical condition either patent or latent.

B. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been

BUYER EXECUTED PURCHASE & SALE - CONT.

found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

6. RISK OF LOSS: Buyer assumes all risk of loss with respect to the Property from and after the date of execution of this Agreement by the Buyer.

7. DEFAULT: If the Buyer fails to perform any covenants or obligation of this Agreement, the earnest money deposit paid (the "Liquidated Sum"), or agreed to be paid, shall be retained by the Seller as agreed upon liquidated damages as consideration for the execution of this Agreement and full settlement of any claims arising from or related to this Agreement. Buyer and Seller specifically understand and agree that: i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; ii) the actual damages that the Seller may suffer if Buyer defaults are impossible to ascertain precisely and, therefore, the Liquidated Sum represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement. If Seller fails to perform any covenants or obligation of this Agreement, either (i) Buyer may terminate this Agreement and the deposit shall be returned to Buyer or (ii) Borrower may file a lawsuit seeking specific performance by Seller. In either of the foregoing events, all parties shall be released from their rights and obligations under this Agreement. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.

8. SUCCESSORS: Upon execution of this Agreement by the Buyer, this Agreement shall be binding upon and inure to the benefit of the Buyer, their heirs, successors or assigns. Upon approval of this Agreement by the City of Fort Lauderdale City Commissioners, its successors and assigns will be similarly bound. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural thereof, as the identity of the person or persons or as the situation may require.

9. RECORDING: In no event shall this Agreement or any Memorandum hereof be recorded in the official or public records where the Property is located, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation.

10. ASSIGNMENT: Subject to the terms of the Rider attached hereto, this Agreement may not be assigned by the Buyer, without Seller's written consent, which may be granted or withheld by Seller in its sole and absolute discretion.

11. TIME OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

12. AMENDMENTS: This Agreement and the Rider attached contain the entire understanding and Agreement of the parties with respect to the subject matter hereof. No amendment will be effective except in writing signed by all parties.

13. SURVIVAL: The covenants of this Agreement will survive delivery and recording of the deed and possession of the property.

BUYER EXECUTED PURCHASE & SALE - CONT.

14. BROKERS & COMMISSIONS: Buyer shall be solely responsible to pay any real estate commissions or finder's fees contracted for by Buyer or otherwise resulting from this transaction. Buyer shall indemnify and hold the Seller harmless from any and all such claims, whether disclosed or undisclosed.

15. NOTICES: All notices, requests, demands and other communication hereunder shall be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid to the addresses indicated on the first page of this Agreement or to such other addresses as shall be furnished in writing by either party to the other. All such notices shall be effective upon receipt, or the date which the postal authorities designate the notice as undeliverable as evidenced by the return receipt.

16. CHOICE OF LAW AND CONSTRUCTION: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a State court of competent jurisdiction located in the City of Fort Lauderdale, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. This Agreement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, to the maximum extent permissible by law, any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

18. FURTHER ASSURANCES: Buyer agrees to execute and deliver to the Seller such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

19. NON-DISCRIMINATION: The parties agree that no person shall, on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, veteran or service member status, lawful source of income, or being the victim of dating violence, domestic violence, or stalking, in connection with employment, public accommodations, or real estate transactions, where applicable, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Agreement.

20. NO THIRD PARTY BENEFICIARY: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Seller or employees of Seller or Buyer.

BUYER EXECUTED PURCHASE & SALE - CONT.

21. HEADINGS: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

22. EFFECTIVE DATE OF AGREEMENT: The obligations of Buyer under this Agreement are contingent upon the approval hereof by the City Commission of the City of Fort Lauderdale, Florida. The Effective Date of this Agreement shall be the date of execution by the City Commission of the City of Fort Lauderdale.

23. PUBLIC ENTITY CRIMES: As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Agreement or performing any work in furtherance hereof, Buyer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

24. RIDER. This Agreement is subject to the terms and conditions of the Rider attached hereto and made a part hereof.

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BUYER EXECUTED PURCHASE & SALE - CONT.

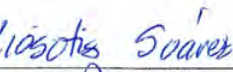
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

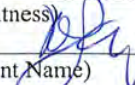
Signed, sealed and delivered

in the presence of:



(Witness)

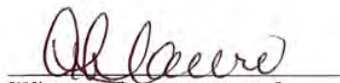
Katherine Sol
(Print Name)


(Witness)


(Print Name)

WITNESSES:


[Witness print or type name]
Scott Wyman



[Witness print or type name]
Aimee Clard

(CORPORATE SEAL)

Date of Execution by Buyer:

Sept. 10, 2020.

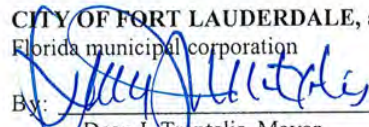
GREEN MILLS HOLDINGS, LLC, a
Florida limited liability company

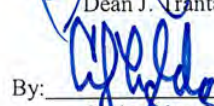
By: 
Oscar Sol, Manager
("Buyer")

Date of Execution by Seller:

9/23, 2020.


CITY OF FORT LAUDERDALE, a
Florida municipal corporation

By: 
Dean J. Trantalis, Mayor

By: 
Christopher J. Lagerbloom,
ICMA-CM City Manager

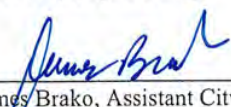
("Seller")

ATTEST:


Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:

Alain E. Boileau, City Attorney

By: 
James Brako, Assistant City Attorney




BUYER EXECUTED PURCHASE & SALE - CONT.

EXHIBIT "A"

to the DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE
LEGAL DESCRIPTION

JB

BUYER EXECUTED PURCHASE & SALE - CONT.

 Exhibit A	First American ISSUED BY First American Title Insurance Company File No: 2037-4908851
---	--

Issuing Office File Number: 147152.00051

The land referred to herein below is situated in the County of BROWARD, State of Florida, and described as follows:

Lots 25, 26, 27 and 28, Block 321, PROGRESSO, according to the plat thereof, as recorded in Plat Book 2, Page 18, Public records of Miami-Dade County, Florida, excepting therefrom that part of Lot 25, described as follows:

Begin at the Southwest corner of said Lot 25; thence go Westerly 135.0 feet along the South line thereof to the Southwest corner of said Lot 25; thence Northerly along the West line thereof 22.64 feet to the tangent point of a circular arc having a radius of 10 feet and being concave to the Northeast; thence Southerly to Easterly along said arc 15.71 feet through a central angle of 90°00' to the end of said arc; thence Easterly and tangent to said arc along a line being 35 feet North of and parallel to the South boundary of the N 1/2 of Section 3, Township 50 South, Range 42 East, 125.0 feet to the East line of said Lot 25; thence Southerly 12.69 feet along said East line to the Point of Beginning; said lands situate, lying and being in Broward County, Florida.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Form 5030012 (5-16-17)	Page 10 of 10	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
------------------------	---------------	--

4848-6023-8793 v.1 IP01

JB

BUYER EXECUTED PURCHASE & SALE - CONT.

EXHIBIT "B" "AS IS" ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this _____ day of _____,
20__ by _____ ("Buyer")
to the City of Fort Lauderdale, Florida, a municipal corporation of the State of Florida
("Seller").

WITNESSETH:

WHEREAS, Buyer and Seller have entered into that certain Deposit Receipt and
Contract for Sale and Purchase dated _____, 20__ (Resolution No. 20-
_____) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy,
for the sum of _____ (\$ _____),
_____ acre(s) of surplus land in _____ located in
Section _____, Township _____, Range _____, Broward County ("Property"),
and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION

WHEREAS, the Agreement states that Buyer shall purchase the Property and any
improvements in an "AS IS CONDITION", without warranties and/or representations and
shall acknowledge the foregoing at the closing of the transaction.

NOW THEREFORE, in consideration of the conveyance of the Property, Buyer
hereby acknowledges to Seller as follows:

1. The facts as set forth above are true and correct and incorporated herein.
2. The Buyer acknowledges that it has inspected the Property and hereby
accepts the Property in "AS IS CONDITION". Buyer further acknowledges that the Seller
has made no warranties or representations of any nature whatsoever regarding the Property
including, without limitation, any relating to its value, Seller's title to the Property, the
environmental condition of the Property, the physical condition of the Property, its zoning,
any improvements located thereon, or the suitability of the Property or any improvements
for Buyer's intended use of the Property.

Page 1 of 2

10

125

BUYER EXECUTED PURCHASE & SALE - CONT.

3. Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that upon Seller's conveyance of the Property to Buyer, Buyer waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property

4. This Acknowledgment will survive delivery and recording of the City's Deed and possession of the Property by the Buyer.

IN WITNESS WHEREOF, Buyer has caused this Acknowledgment to be executed on the day and year first aforesaid.

Signed, sealed and delivered
in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

By: _____
Buyer

Print Name

By: _____
Buyer

Print Name

JB



TAB 7

FINANCIAL FEASIBILITY

(FINANCIALS ATTACHED SEPARATELY)

FINANCIAL FEASIBILITY

Green Mills Group is a fully integrated company with focused experience developing, financing, and building beautiful affordable and workforce housing communities throughout Florida. The firms' impeccable track record, strong relationships with financial partners, and development experience all contribute to the team's ability to secure highly competitive tax credits, build on time and on budget, and retain happy residents.

Our team has continually demonstrated creativity and tenacity when it comes to partnerships with nonprofits and public agencies while leveraging subsidies to ensure balanced budgets and optimum "bang for the buck" with local government contributions. As one of the most active and consistent players in Florida, Green Mills maintains an excellent reputation with local and State governmental agencies, and considers them critical stakeholders and partners. Similarly, because of Green Mills' impeccable track record, multiple banks bid for debt and equity on each to-be-developed community.

For The Pantry Lofts, we have included debt and equity commitments from JP Morgan Chase and Raymond James Tax Credit Funds. These institutional banks have financed other Green Mills Group communities and are eager to have the opportunity to finance The Pantry Lofts. Most recently, Raymond James provided approximately \$20M of limited partner tax credit equity to help finance Seven on Seventh, Green Mills' newest community in Fort Lauderdale, in partnership with another strong, local nonprofit, Broward Partnership for the Homeless.

We have also included within this CRA package a detailed Sources & Uses and 15 Year Operating Projection for The Pantry Lofts, which tie back to the aforementioned debt and equity letters.



CONTRACT TERMINATION, LITIGATION, AND PRIOR DEFAULTS

Neither Green Mills Group (including but not limited to Green Mills Holdings, LLC and all affiliates) nor The Pantry of Broward, Inc. have ever been terminated from a contract. Neither company has defaulted on prior loans, been disbarred, or been prohibited from competing in similar applications or from receiving subsidies.

Neither Green Mills Group (and its affiliates), the Pantry of Broward, nor its principals, are currently in litigation.



EXHIBITS

- EXHIBIT A- Zoning Form
- EXHIBIT B- IRS Determination Letter
- EXHIBIT C- Signed Copy of Resolution
- EXHIBIT D- Location Map & Folio Numbers

EXHIBIT A -ZONING FORM

FLORIDA HOUSING FINANCE CORPORATION LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: The Pantry Lofts

On NW 6th St., Northeast of the intersection of NW 6th St. and NW 3rd Ave Fort Lauderdale,
Development Location: FL 33311
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 100 Units


This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use are consistent with current land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use.

CERTIFICATION

I certify that the City/County of Fort Lauderdale has vested in me the authority to verify
(Name of City/County)

consistency with local land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.


Signature

Anthony G. Fajardo

Print or Type Name

Director

Print or Type Title

September 9, 2020

Date Signed

700 NW 19th Avenue

Address (street address, city, state)

Fort Lauderdale, FL 33311

Address (street address, city, state)

Text 954-828-5984

Telephone Number (including area code)

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from elected local government officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 06-2020)

EXHIBIT - B IRS DETERMINATION LETTER



IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248164798
Feb. 17, 2012 LTR 4168C E0
74-3215234 000000 00

00016494
BODC: TE

PANTRY OF BROWARD INC
% ELIZABETH BUNTROCK
610 NW 3RD AVE
FT LAUDERDALE FL 33311-7450



019058

Employer Identification Number: 74-3215234
Person to Contact: Mr Bayer
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 08, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 2007.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

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

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

EXHIBIT - D IRS DETERMINATION LETTER

0000019 10/05/17



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8014747267C-7	03/31/2018	03/31/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category
This certifies that			

THE PANTRY OF BROWARD INC
610 NW 3RD AVE
FT LAUDERDALE FL 33311-7450

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



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

EXHIBIT C - SIGNED MINUTES FROM BOARD OF DIRECTORS MEETING

The Pantry of Broward Board of Directors Meeting Minutes 03/29/21

Monday, March 29, 2021
8:18 AM

- I. Call to Order and Welcome** **EJ Spector**
- II. Roll Call** **Steve Daigle**
EJ, Bob, Johnny, Paul, Henry, Steven, Thomas, Kristin, Maureen
- III. CEO Report** **Maureen Luna**
- a. COVID-19 Report**
- Clients remain 100% drive-through pick up
 - Homebounds are being executed by Noe & Doordash (within 10 miles)
 - ADRC program renewed until the end of May
- b. Re-Opening Plan**
July 2021 "Building Open"
Clients Resume pick ups Tuesday – Thursday
Clients resume Case Management twice a year
MOTION
Motion to grant the CEO permission to reopen the Building to a modified pre-covid operation. Including but not limited to : Volunteers, Clients, Business Meetings, etc
Motion made by : EJ
Motion 2nd by : Johnny
Passed – Reopening The Pantry on July 1, 2021
- c. Grant & Funding updates**
- Tulip Trust \$50,000
 - Leslie Alexander \$25,000
- d. Events**
- Small Dinner Party Idea
- IV. Chairman's Report** **EJ Spector**
Welcome new Board Members:
Thomas Mullin: Seminole Hard Rock Hotel & Casino
Kristin Neves: Janssen Oncology

Resignation of Alex Oliveira from the Board of Directors effective March 2021 (he relocated to Central Florida)

EXHIBIT C - SIGNED MINUTES FROM BOARD OF DIRECTORS MEETING

MOTION

Motion to accept resignation from Alex Oliveira

Motion made by : EJ

Motion 2nd by : Bob

Passed – Board List Amended

V. Treasurer's Report **Bob D' Angelo**

- Financials

MOTION

Motion to accept Jan 2021 & Feb 2021 Financials

Motion made by : Bob

Motion 2nd by : EJ

Passed – Financial Approved

VI. Legal **Bob Spector**

(Not present, Maureen Presented)

Government : City Commission Letters/ Emails

Commission Meeting Support

CRA Application

MOTION

Motion to move forward with submission of the CRA Application

Motion made by : EJ

Motion 2nd by : Henry

Passed – Submit Application to the CRA

VII. Other Business **All Directors**

Municipality (Local Government outreach & Partnership)

City of Coconut Creek

Cooper City

City of Tamarac

City of North Lauderdale

City of Hollywood

City of Pompano

City of Miramar

City of Hallandale

Warehouse space (off Commercial west of 95)

CEO Compensation Discussion

VIII. Next meetings:

Zoom: June 30, 2021

IX. Adjournment

10:26am

EXHIBIT D - LOCATION MAP & FOLIO NUMBERS



SUBMITTED BY:

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FORT LAUDERDALE, FL 33309
WWW.GREENMILLSGROUP.COM

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