

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
ACQUISITION OF RENTAL HOUSING PROJECT**

THIS AGREEMENT, (this "Agreement") was made and entered by and between **Marion County**, a political subdivision of the State of Florida, (hereinafter called the "COUNTY"), and **LOGOS LODGE Inc.** a Florida limited liability company organized under the laws of the State of Florida with a principal address of **209 NE 36th Street, Ocala, Florida 34470, FEIN #83-2825923**, (hereinafter called the "SUBRECIPIENT").

WITNESSETH:

WHEREAS, the COUNTY has been provided funds from the State Housing Finance Corporation for the provision of the acquisition of multi-family rental units; and

WHEREAS, Marion County's State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan was approved by the Board of County Commissioners and the Florida Housing Finance Corporation, to provide Housing for very low- to low- income families with rental housing needs; and

WHEREAS, the funding cycle and application period for the Rental Housing Strategy for the Acquisition of Rental Housing was properly advertised; and

WHEREAS, it is necessary for the County and the SUBRECIPIENT to enter into an Agreement for the implementation of this activity; and

WHEREAS, the Marion County Community Services Department ("Department") administers the SHIP Program on behalf of the County; and

WHEREAS, the Acquisition of Rental Housing Project was approved as a strategy in the Local Housing Assistance Plan based on SUBRECIPIENT's proposal; and

WHEREAS, it is necessary for COUNTY and SUBRECIPIENT to enter into an Agreement for the implementation of this Project; now therefore,

IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The Parties confirm and agree that the above recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The content of all exhibits referenced in this Agreement and attached hereto are also incorporated into the terms of this Agreement for all purposes.

2. **STANDARD TERMS.** SUBRECIPIENT and COUNTY mutually agree to abide by the Standard Terms, ***Exhibit A hereto***, and the Scope of Work/Funding which is attached to this Agreement as ***Exhibit B***.
3. **FUNDING.** COUNTY, through its Community Services Department (the "Department") agrees to provide a deferred payment loan to SUBRECIPIENT for allowable costs to include acquisition costs and recording fees as by ***Exhibit B***, not to exceed **Two Hundred Twenty Thousand Four Hundred Fifteen Dollars and Zero Cents (\$220,415.00)** for services performed under the terms of the Agreement and detailed in ***Exhibit B***. In the event the Project costs exceed the stated amount, the SUBRECIPIENT shall be responsible for the excess. In the event the Project does not use all the funds, the excess shall be returned to COUNTY.
4. **SERVICES AND PERFORMANCE.** The Parties mutually agree to furnish, each to the other, the respective services, information, and items as detailed in ***Exhibit A hereto***, and the Scope of Work/Funding attached as ***Exhibit B hereto***.
5. **TERM.** Unless otherwise provided herein or by Supplemental Agreement or Amendment, Acquisition, as detailed in ***Exhibit B***, is to be completed by **November 30, 2025**. Occupancy is to be completed within twelve (12) months of the closing date, and the provisions of this Agreement will remain in full force and effect through the period of the lien which is thirty (30) years from the date of execution of this Agreement.
6. **INSURANCE.** SUBRECIPIENT shall maintain, throughout the term of the Agreement, comprehensive general liability insurance, property, casualty, or builder's risk insurance, and Worker's Compensation insurance as set forth in Section "17" of the Standard Terms, ***Exhibit A hereto***.
7. **MISCELLANEOUS.**
 - A. The following exhibits are hereby incorporated into this Agreement as part hereof as though fully set forth herein.
 - (1) *Exhibit A* - Standard Terms
 - (2) *Exhibit B* - Scope of Work/Funding
 - (3) *Exhibit C*- Marion County Income Limits Adjusted to Family Size 2025
 - (4) *Exhibit D* - Income Certification Form
 - (5) *Exhibit E* - Property Legal Description (2) Units
 - (6) *Exhibit F* – Sample of a 12-month Lease
 - (7) *Exhibit G* - Marion County Mortgage Lien and Note

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:

MARION COUNTY, a political subdivision of the
State of Florida

Gregory C. Harrell
Clerk of Court

By: _____
Kathy Bryant
Chairman

Date: _____

Date: _____

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

For: _____
Matthew Minter
County Attorney

WITNESS:

Signature

Date

Jeanelle Wade

Printed Name

WITNESS:

Signature

Date

Deborah Lambke

Printed Name

Logo's Lodge, Inc.

By: _____

Gregory Cronmiller
Gregory Cronmiller

Printed Name:

Title: President

Date: *10-7-25*

**MARION COUNTY
SHIP SUBRECIPIENT STANDARD TERMS
FOR THE ACQUISITION OF RENTAL HOUSING PROJECT**

SECTION 1 – DEFINITIONS

- A. AFFORDABILITY PERIOD - is hereby defined as the period the SHIP-assisted Project must meet the requirements for a qualified very low-income family and the housing must be the principal residence of the family throughout the period. For acquisition projects, the Affordability Period begins on the date of closing and is in effect for the appropriate minimum number of years based on SHIP funding amount and at the direction of COUNTY.
- B. CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE – is hereby defined as that portion of the Florida Administrative Code pertaining to the State Housing Initiatives Partnership Program and is one (1) of the three (3) Governing Regulations.
- C. DEPARTMENT - is hereby defined as the Department of Community Services, 2710 E. Silver Springs Blvd., Ocala, FL 34470, which is administering the SHIP Program for COUNTY. For the purpose of this Agreement and all administration of SHIP funds, Department shall act on behalf of COUNTY in the execution and fiscal and programmatic control of this Agreement. The term "approval by COUNTY" or like a term used in this Agreement shall in no way relieve SUBRECIPIENT from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.
- D. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") – is defined as the Federal agency responsible for national policy and programs that address America's housing needs that improve and develop the Nation's communities, and enforce fair housing laws.
- E. DIRECTOR — is hereby defined as the Director of the Department of Community Services for COUNTY.
- F. EFFECTIVE DATE OF THIS AGREEMENT – is hereby defined as the date of the last signature on the Agreement.
- G. FINAL COMPLETION – is defined as completion by SUBRECIPIENT and acceptance by COUNTY of the Work, all corrected punch list items; final inspection completed; and COUNTY's receipt of the following, as may be

applicable to the Agreement: General Contractor's final Application for Payment requesting release of retainage (if any); General Contractor's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the COUNTY, or the Rental Unit(s) might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, F.S., who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

- H. FLORIDA HOUSING FINANCE CORPORATION ("FHFC") – is a public corporation and a public body corporate and politic created within the Department of Economic Opportunity in Section 420.504, Florida Statutes.
- I. GOVERNING REGULATIONS – are defined as the pertinent regulations governing this Agreement consisting of:
 - (1) The State Housing Initiatives Partnership Act, Sections 420.907-420.9079, Florida Statutes,
 - (2) Chapter 67-37, Florida Administrative Code; and
 - (3) The Marion County State Housing Initiatives Partnership Local Housing Assistance Plan for Fiscal Years 2025-2028, adopted by Resolution 25-R-133 ("LHAP").
- J. INCOME ELIGIBLE HOUSEHOLD - is hereby defined as an eligible family based on gross income (<50% of area median income based on family size); as defined as 24 C.F.R. part 5, and Section 420.9071(28), Florida Statutes.
- K. LHAP – is hereby defined as the Marion County State Housing Initiatives Partnership Local Housing Assistance Plan on file and approved by the Florida Housing Finance Corporation of the year from which the funding for the Project is drawn. Funding is provided for SUBRECIPIENT'S Project from Fiscal Year FY 2019 and, therefore, the LHAP governing this Agreement is Fiscal Years 2025-2028, adopted by Resolution 25-R-133 ("LHAP"). LHAP is one (1) of the three (3) Governing Regulations. SUBRECIPIENT acknowledges receipt of a copy of the LHAP and the same is incorporated herein as if outlined in full.
- L. PROGRAM – is hereby defined as the SHIP Program, is hereby defined as the State Housing Initiatives Partnership Program created under the State Housing Initiatives Partnership Act, Sections 420.907-9079, Florida Statutes.

- M. PROJECT - is hereby defined as SUBRECIPIENT's Acquisition of Rental Property Project more fully described in **Exhibit B** and approved by this Agreement for SHIP assistance.
- N. PROJECT COMPLETION - is hereby defined as the date the entirety of the Project is closed and full payment transferred to SUBRECIPIENT.
- O. RECAPTURE — is hereby defined as funds that are recouped by COUNTY in accordance with the recapture provisions of its local housing assistance plan pursuant to Section 420.9075(5)(i), Florida Statutes, from eligible persons or eligible SUBRECIPIENTS for rentals, which funds were not used for assistance to an eligible household for an eligible activity when there is a default on the terms of a grant award or loan award. For the Project, COUNTY has made a loan to SUBRECIPIENT for the acquisition of two (2) rental units. The method COUNTY has chosen to recoup the SHIP assistance from SUBRECIPIENT is by recording SUBRECIPIENT's mortgage against the Rental Units.
- Q. RENTAL UNIT – is hereby defined as the property described in **Exhibit E** hereto. It is the intention of the parties that SUBRECIPIENT shall rent each of the rental units to no less than one (1) qualified Tenant per unit.
- R. SHIP - is hereby defined as the State Housing Initiatives Partnership, under the SHIP regulations and governed by Sections, 420.907-420.9079, Florida Statutes.
- S. SUBSTANTIAL COMPLETION - is hereby defined as the date that Work is sufficiently complete that a Tenant can enjoy occupancy of the Work and the Architect and/or Engineer has prepared a Certificate of Substantial Completion, establishing the date of Substantial Completion. COUNTY must be in receipt of a Certificate of Occupancy or Certificate of Completion, final permits, and all lien waivers.
- T. THE STATE HOUSING INITIATIVES PARTNERSHIP ACT - is hereby defined as Sections 420.907-420.9079, Florida Statutes, and is one (1) of the three (3) "Governing Regulations."
- U. TENANT – is hereby defined as a person to which SUBRECIPIENT rents one of the Rental Units. Each Tenant must be a natural person with a household income of 80% Area Median Income or below at the initial tenancy as further detailed in **Exhibit B**.
- V. WORK - is hereby defined as all the professional, and technical services to be rendered or provided by SUBRECIPIENT as described herein at **Exhibit B**.

SECTION 2 -TERM OF AGREEMENT

- A. SUBRECIPIENT expressly agrees to complete all Work required by this Agreement in accordance with the timeline set forth in **Exhibit B**.
- B. Timely completion of the Work specified in this Agreement is an integral and essential part of the performance.
- C. The expenditure of SHIP funds is subject to State deadlines and failure to complete a project within such deadlines could result in COUNTY's loss of State funds. By the acceptance and execution of this Agreement, it is understood and agreed by SUBRECIPIENT that the Project (more fully described in **Exhibit B**) will be completed as expeditiously as possible and that SUBRECIPIENT will make every effort to ensure that the Project will proceed and will not be delayed.
- D. Time is of the essence. Failure to meet these deadlines can result in the cancellation of this Agreement and the revocation of SHIP funds.
- E. As it is mutually agreed that in the performance of this Agreement compliance with SHIP regulations is critical, SUBRECIPIENT shall cause the Governing Regulations and the terms of this Agreement to be inserted in all agreements and sub-agreements relative to the Work tasks required by this Agreement in order to ensure that the Project will be completed fully compliant with all requirements of SHIP. It is intended that such provisions included in any agreements and sub-agreement be, to the fullest extent permitted by law and equity, binding for the benefit of COUNTY and enforceable by COUNTY against SUBRECIPIENT and its successors and assigns to the Project or any part thereof or any interest therein. In the event of a conflict between the Governing Regulations and the terms of this Agreement, the Governing Regulations shall prevail.
- F. In the event SUBRECIPIENT is unable to meet the timeline set forth in **Exhibit B** or complete the services because of delays resulting from Acts of God, untimely review and approval by COUNTY and other governmental authorities having jurisdiction over Project, or other delays beyond SUBRECIPIENT's control and are not caused by SUBRECIPIENT, COUNTY shall grant a reasonable extension of time for completion of the Work. It shall be the responsibility of SUBRECIPIENT to notify COUNTY promptly in writing whenever a delay is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay.

SECTION 3 - SCOPE OF WORK

- A. A detailed Scope of Work/Funding is attached as **Exhibit B**. SUBRECIPIENT, in close coordination with COUNTY, shall perform all Work necessary to complete the occupancy of the Project in full compliance with the terms of this Agreement.
- B. It is understood that SUBRECIPIENT will provide a specific working budget and realistic timetable in accordance with **Exhibit B** as relates to acquisition, soft costs, development fees, delivery fees, and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate SHIP and non-SHIP funds to activities or line items.
- C. The Work shall be performed in essentially the manner proposed in SUBRECIPIENT's proposal as received by COUNTY on July 9, 2025. The parties specifically agree that the aforementioned SUBRECIPIENT's proposal shall be considered to be a part and portion of this Agreement and SUBRECIPIENT acknowledges receipt of a copy of same.

SECTION 4 - BUDGET AND REIMBURSEMENT OF EXPENSES

- A. COUNTY shall provide SHIP funds in an amount not to exceed **Two Hundred Twenty Thousand Four Hundred Fifteen Dollars and Zero Cents (\$220,415.00)** for the purposes of the Project (the "Funds") in accordance with the budget hereby attached as **Exhibit B**.
- B. The Funds are comprised of expenses, each more fully described in **Exhibit B**.
- C. COUNTY reserves the right to inspect records and the Project site to determine that reimbursement requests are reasonable. COUNTY also reserves the right to hold payment until adequate documentation has been provided and reviewed.
- D. SUBRECIPIENT may submit a final invoice upon Final Competition as defined in Section "1(G)" above.

SECTION 5 - PROJECT REQUIREMENTS

- A. SUBRECIPIENT agrees to comply with all requirements of the SHIP Program set forth in the Governing Regulations.
- B. SUBRECIPIENT shall ensure and document that any contractor, subcontractor or participant awarded work under this Agreement is currently licensed and insured and has not been debarred, suspended, or ineligible to perform work by COUNTY, FHFC, and HUD. To determine if a contractor, subcontractor, or participant has

been debarred, suspended, or ineligible for Federal award work, SUBRECIPIENT may consult the System for Award Management at <https://www.sam.gov/SAM/>.

- C. SUBRECIPIENT will ensure that any expenditure of SHIP funds will be in compliance with the Governing Regulations and acknowledges that SHIP funds, in the form of a deferred payment loan, will only be provided for eligible costs incurred, including actual expenditures or invoices for Work completed.
- D. The Rental Unit shall be acquired by SUBRECIPIENT who will house tenants who qualify as very low-income, defined as 50% of Area Median Income, in accordance with the Income Chart published annually by FHFC and included as **Exhibit C**. Income is calculated by annualizing verified sources of income for the household as the amount of income expected to be received in a household during the 12 months following the effective date of the determination.
- E. SUBRECIPIENT shall make the initial determination of income eligibility of Tenants using, in part, the income documents criteria set forth in **Exhibit B**, complete the Income Certification Form, **Exhibit D**, and execute a one (1) year lease with a Tenant for each of the Rental Units.
- F. Affordability Period.
 - 1. This Project is subject to an Affordability Period of thirty (30) years in accordance with the Governing Regulations, specifically LHAP, Section II (F) "Rental New Construction, Acquisition, Rehabilitation."
 - 2. The Affordability Period is imposed upon SUBRECIPIENT upon its execution of the loan documents with COUNTY but will be released from the obligation upon repayment of the SHIP funds from SUBRECIPIENT.
 - 3. The Affordability Period shall begin upon the date of closing of the loan documents and expire thirty (30) years thereafter.
 - 4. In the event foreclosure is filed, COUNTY shall have a right of first refusal with the option to purchase the Rental Units for \$10.00.
- G. In the selection of occupants for Project Tenants, SUBRECIPIENT shall comply with all nondiscrimination requirements of 24 CFR 92.350 and Sections 760.20-760.37 of the Florida Statutes.
- H. SUBRECIPIENT will comply with COUNTY's and SUBRECIPIENT's Affirmative Fair Housing Program in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966, in marketing the units for rent as follows:
 - 1. SUBRECIPIENT will use the Fair Housing Logo in all of its advertising for Properties funded with SHIP funds.

2. SUBRECIPIENT will post a fair housing poster in its office in a location that is visible to the public being served under the SHIP program. For a copy of the poster go to:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7802.pdf
3. All advertising, applications, and marketing tools prepared by SUBRECIPIENT for the purchase of the Project assisted with SHIP shall include the following language "We comply with the Fair Housing Law. Our office does not discriminate based on race, color, ancestry, national origin, religion, sex, marital status, familial status, or disability".
4. SUBRECIPIENT shall provide all program participants with a copy of the "Fair Housing Equal Agreement for All" brochure. A copy of the brochure can be found at:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12146.pdf
- I. SUBRECIPIENT agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to the Project (program literature, brochures, and letterhead, project signs) must recognize Marion County and the FHFC SHIP Program as providing funds for the Project.
- J. SUBRECIPIENT certifies that at the time of completion and throughout the Affordability Period, the Project shall meet:
 - (1) The requirements of **Exhibit B** hereto;
 - (2) The standards of the Florida Building Code and all applicable local codes, standards, ordinances, and zoning ordinances;
 - (3) The Accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
 - (4) The design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619), in the event the Rental Unit is rehabilitated at any time during the Affordability Period.; and.
 - (5) Energy Efficient Best Practices as defined in Section 420.9075(3)(d), F.S. as Innovative design, green building principles, storm-resistant construction, or other elements that reduce long-term costs relating to maintenance, utilities, or insurance and described in the LHAP for Fiscal Years 2022– 2025 Sec. I, T.
- K. COUNTY has the right to suspend SUBRECIPIENT from consideration for the award of future agreements:

- (1) If SUBRECIPIENT has failed to comply with the Program or violated Agreement provisions, the character of which is regarded to be so serious as to justify such action, including but not limited to:
 - (a) Failure without good cause to perform in accordance with specifications or within the time limits provided in this Agreement;
 - (b) A past record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more agreements;
 - (c) Any other cause determined to be so serious and compelling as to affect responsibility as a provider under the Program; or
 - (d) Has been involved in litigation with COUNTY.
- (2) The length of any suspension of SUBRECIPIENT from consideration of future awards is at the discretion of COUNTY and said discretion will be exercised reasonably and fairly.

SECTION 6 - FUNDING AND METHOD OF PAYMENT

- A. Funding for this Agreement is contingent on the availability of funds and continued authorization for Program activities and is subject to amendment or termination due to lack of funds, authorization, reduction of funds, and/or change in regulations.
- B. The maximum amount payable by COUNTY under this Agreement shall be **Two Hundred Twenty Thousand Four Hundred Fifteen Dollars and Zero Cents (\$220,415.00)**. The SHIP Funds provided by COUNTY to SUBRECIPIENT shall be in the form of a deferred payment loan, zero (0%) percent interest. Upon execution of this Agreement, SUBRECIPIENT shall execute a promissory note in the amount of Two Hundred Twenty Thousand Four Hundred Fifteen Dollars and Zero Cents (\$220,415.00) and shall execute a mortgage securing same against the Rental Units. COUNTY shall record such mortgage at SUBRECIPIENT's expense, in the public records of Marion County, Florida.
- C. COUNTY agrees to provide funding to SUBRECIPIENT in accordance with the following schedule:
 1. Acquisition Costs. COUNTY shall, upon execution of the promissory note, provide funding for the Acquisition of the Rental Units further described in **Exhibit E**, in an amount not to exceed \$220,415.00.
- D. All SHIP funds not expended within the Term of this Agreement shall remain in the custody and control of COUNTY. COUNTY may reallocate unexpended SHIP funds to other SHIP Program projects.

- E. SUBRECIPIENT shall pay some closing costs associated with the acquisition consisting of appraisal, survey, inspection, and such other closing costs for the two (2) rental units, as more fully set forth in **EXHIBIT B**, Section IX.
- F. Any documentation required under this Agreement, must be submitted within sixty (60) days after Project Completion. Any requests or documentation submitted after that date may not be honored by COUNTY, at the sole discretion of COUNTY.
- G. SUBRECIPIENT shall furnish to COUNTY all reports as may be necessary to comply with the Governing Regulations and all applicable laws, guidelines, and conditions specified in this Agreement.

SECTION 7 - REPAYMENT OF LOAN

- A. All SHIP funds are subject to repayment in the event the Project does not meet the Project requirements as outlined in this Agreement.
- B. Prior to the closing of the Project, SUBRECIPIENT shall provide to COUNTY the estimated settlement statement, along with a reconciliation statement and reference to the Recapture provision and COUNTY's right of first refusal in the event of foreclosure.

SECTION 8 - PROCUREMENT STANDARDS

- A. SUBRECIPIENT shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. SUBRECIPIENT's procurement procedures must be approved by COUNTY.
- B. Beginning January 1, 2021, Section 448.095, F.S., requires SUBRECIPIENT to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SUBRECIPIENT from entering into this agreement unless it is in compliance therewith. Information provided by SUBRECIPIENT is subject to review for the most current version of the State of Florida policies at the time of the award of this Agreement.
 - 1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
 - 2. SUBRECIPIENT has agreed to perform in accordance with the requirements of this Section and agrees:
 - a. It is registered and uses the E-Verify system to verify the work authorization status of all newly hired employees.
 - b. COUNTY shall immediately terminate this Agreement if COUNTY has a good faith belief that SUBRECIPIENT has knowingly violated Section 448.09(1), F.S., that is, that SUBRECIPIENT knowingly

employed, hired, recruited, or referred either for itself or on behalf of another, private, or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

- c. When SUBRECIPIENT enters into a contract with a General Contractor, contractor, or subcontractor for the performance of this Agreement, SUBRECIPIENT shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
- d. SUBRECIPIENT shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e. SUBRECIPIENT shall immediately terminate the Contracting Party if SUBRECIPIENT has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), F.S., as set forth above.
- f. If COUNTY has a good faith belief that SUBRECIPIENT's Contracting Party has knowingly violated Section 448.09(1), F.S., but that SUBRECIPIENT has otherwise complied, COUNTY shall promptly order SUBRECIPIENT to terminate the Contracting Party. SUBRECIPIENT agrees that upon such an order, SUBRECIPIENT shall immediately terminate the Contracting Party. SUBRECIPIENT agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SUBRECIPIENT.
- g. If COUNTY terminates this Agreement with SUBRECIPIENT, SUBRECIPIENT may not be awarded a public contract for a least one (1) year after the date of termination.
- h. SUBRECIPIENT is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
- i. Any such termination under this Section is not a breach of this Agreement and may not be considered as such.
- j. SUBRECIPIENT shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and make such records available to COUNTY or other authorized governmental entities.
- k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

SECTION 9 – CONFLICT OF INTEREST PROVISIONS

- A. SUBRECIPIENT will comply with COUNTY Conflict of Interest Provisions as follows:
No employee, agent, consultant, officer or elected official or appointed official of

SUBRECIPIENT who exercises or has exercised any function or responsibility with respect to SHIP activities assisted under or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a SHIP assisted activity, or have a financial interest in any agreement, subcontract or agreement with respect to a SHIP assisted activity or with respect to the proceeding of the SHIP assisted activity, either for themselves or those with whom they have a family or business ties, during their tenure or for one (1) year thereafter. This prohibition includes any SHIP benefits or financial assistance associated with SHIP projects or programs administered by SUBRECIPIENT, including:

1. Occupancy of a home in a SHIP-assisted project;
2. Receipt of SHIP homebuyer acquisition assistance; or
3. Receipt of SHIP owner-occupied rehabilitation assistance.

- B. SUBRECIPIENT certifies that it is and that SUBRECIPIENT and anyone employed thereby shall be in compliance with subsection "9(A)" above throughout this Agreement.

SECTION 10 - COUNTY RESPONSIBILITIES

- A. COUNTY shall furnish SUBRECIPIENT with the following services and information from existing COUNTY records and COUNTY files:
1. COUNTY shall provide SUBRECIPIENT information regarding its requirements for the Project.
 2. COUNTY will provide SUBRECIPIENT with any changes in SHIP regulations or program limits that affect the Project, including but not limited to income limits, property value limits, and/or rent limits.
 3. COUNTY will conduct progress inspections of Work completed to protect its interests as the lender and regulatory authority for the Project and will provide information to SUBRECIPIENT regarding any progress inspections or monitoring to assist it in ensuring compliance.
 4. COUNTY's review and approval of the Work will relate only to overall compliance with the general requirements of this Agreement and SHIP regulations, and all COUNTY regulations and ordinances.
 5. COUNTY shall monitor, review, and evaluate the financial procedures of SUBRECIPIENT through documents submitted to COUNTY and on-site monitoring. SUBRECIPIENT shall provide to COUNTY such reports, and make available to COUNTY such records that will be necessary for a proper financial evaluation. With reasonable notice (generally ten [10] working days) being given to SUBRECIPIENT, COUNTY shall schedule at least one (1) on-site visit during the term of this Agreement and other visits that may

be needed.

6. Nothing contained herein shall relieve SUBRECIPIENT of any responsibility as provided under this Agreement.

SECTION 11 – PUBLIC RECORDS.

- A. If under this Agreement SUBRECIPIENT is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), under Florida Statutes, SUBRECIPIENT shall:
 1. Keep and maintain public records required by COUNTY to perform the Project;
 2. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if SUBRECIPIENT does not transfer the records to COUNTY; and,
 4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUBRECIPIENT or keep and maintain public records required by COUNTY to perform this Project. If SUBRECIPIENT transfers all public records to COUNTY upon completion of this Agreement, SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.
- B. If SUBRECIPIENT fails to provide requested public records to COUNTY within a reasonable time, COUNTY may immediately terminate this Agreement and SUBRECIPIENT may be subject to penalties under Section 119.10, Florida Statutes.
- C. Public Records.

IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations
601 SE 25th Ave., Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2309
Email: PublicRelations@MarionFL.org

SECTION 12 - SUSPENSION & TERMINATION

- A. In accordance with the Governing Regulations, suspension or termination may occur if SUBRECIPIENT materially fails to comply with any term of the award and, additionally, the award may be terminated for convenience.
- B. If, through any cause, SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, Agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, as least five (5) days before the effective date of such termination. In such event, SUBRECIPIENT shall be entitled to receive just and equitable compensation for any Work satisfactorily completed thereunder to the date of said termination. Notwithstanding the above, SUBRECIPIENT shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by SUBRECIPIENT, and COUNTY may withhold any payments to SUBRECIPIENT for the purpose of setoff until such time as the exact amount of damages due COUNTY from SUBRECIPIENT is determined whether by a court of competent jurisdiction or otherwise.

SECTION 13 - TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate for its convenience this Agreement at any time by giving at least thirty (30) days' written notice to SUBRECIPIENT. If this Agreement is terminated by COUNTY, as provided herein, COUNTY will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the Work as of the date of the notice.

SECTION 14 - DEFAULT AND LOSS OF GRANT FUNDS

- A. If SUBRECIPIENT fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of this Agreement, and more particularly if SUBRECIPIENT refuses or fails to proceed with the Work with such diligence as will ensure its completion within the time fixed by timeline set forth in **Exhibit B** of this Agreement, SUBRECIPIENT shall be in default and notice in writing shall be given to SUBRECIPIENT of such default by COUNTY or an agent of COUNTY. If SUBRECIPIENT fails to cure such default within such time as may be required by such notice, COUNTY may, at its option, terminate and cancel this Agreement.
- B. In the event of such termination, all grant funds awarded to SUBRECIPIENT pursuant to this Agreement shall be immediately revoked and any approvals related to the Project shall immediately be deemed revoked and canceled. In such event, SUBRECIPIENT will no longer be entitled to receive any compensation for Work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for the Project.
- C. Such termination shall not affect or terminate any of the rights of COUNTY as against SUBRECIPIENT then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to COUNTY under the law and the note, mortgage, and Declaration of Restrictive Covenant (if in effect), including but not limited to compelling SUBRECIPIENT to complete the Project in accordance with the terms of this Agreement, in a court of equity.

SECTION 15 - INSPECTION, MONITORING & ACCESS TO RECORDS

- A. All records will be maintained by SUBRECIPIENT for five (5) years after the Affordability Period ends.
- B. COUNTY, FHFC, and HUD, or any of their duly appointed representatives, reserve the right to inspect, monitor, observe work and services performed by SUBRECIPIENT, and audit the records of SUBRECIPIENT at any and all reasonable times during the performance of the Agreement and for a five (5) years after final payment is made under this Agreement.
- C. Access shall be immediately granted to COUNTY and the Florida Housing Finance Corporation, or any of their duly authorized representatives to any books, documents, papers, project site access, and records of SUBRECIPIENT or its contractors which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcription.

SECTION 16 - GENERAL CONDITIONS

- A. SUBRECIPIENT shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement nor enter into any subcontract pursuant to this Agreement without submitting said proposed subcontract to COUNTY and without the prior written approval of COUNTY of the proposed subcontract. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be SUBRECIPIENT's responsibility to ensure that all requirements are included in said subcontracts and that all subcontractors abide by said requirements.
- B. The waiver of a breach of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof. No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.
- C. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.
- D. SUBRECIPIENT further warrants and agrees to include or cause to be included the criteria and requirements of this Agreement in every non-exempt subcontract. COUNTY also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.
- E. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors, and assigns.
- F. SUBRECIPIENT and its employees and agents shall be deemed to be Independent Contractors, and not agents or employees of COUNTY, and shall not attain any rights or benefits under the civil service or pension ordinances of COUNTY, or any rights generally afforded classified or unclassified employee; further, they shall not be deemed entitled to state Compensation benefits as an employee of COUNTY.

SECTION 17 - INSURANCE

- A. SUBRECIPIENT, during the Project period, shall keep the Rental Unit acquired under this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and in such amounts as COUNTY may require. The insurance requirements shall remain in effect until the Rental Unit is sold, the repayment of the loan is, or the loan expired. "Marion County, Board of County Commissioners" shall be named as an Additional Insured.
- B. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate combined single limit for bodily injury liability and property damage liability. The Certificate must show an appropriate endorsement (ISO CG2501) or greater with "Marion County, Board of County Commissioners" shown as an Additional Insured.
- C. SUBRECIPIENT shall maintain Workers' Compensation insurance as required by law. Employer's liability limits should be at least \$100,000 for each accident and \$100,000 for each employee with a \$500,000 policy limit for disease. COUNTY need not be named as an Additional Insured, but a "subrogation waiver endorsement is required."
- D. SUBRECIPIENT shall submit to COUNTY, prior to the distribution of any funds under this Agreement, a Certificate of Insurance as proof of insurance coverage and upon request a copy of all policies evidencing such coverage. The Certificate must be issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, showing the "Marion County Board of County Commissioners" as an Additional Insured. The Community Services Director should be shown as the Certificate Holder, and the Certificate should provide for a thirty (30) day cancellation notice to that address set forth *supra*. COUNTY reserves the right to request proof that the insurance premium for such policies effective during the term of this Agreement has been paid.
- E. These insurance requirements shall not relieve or limit the liability of SUBRECIPIENT. COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect SUBRECIPIENT interests or liabilities, but are merely minimums. No insurance is provided by COUNTY under this Agreement to cover the contractors and subcontractors.
- F. Insurance required of SUBRECIPIENT or any other insurance of SUBRECIPIENT shall be considered primary and insurance or self-insurance of COUNTY shall be considered excess, as may be applicable to claims against COUNTY which arise

out of this Agreement. Insurance written on a "Claims Made" form is acceptable only at the option of COUNTY'S Contracting Officer upon recommendation of Risk Management.

- G. SUBRECIPIENT shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred (100%) percent of the replacement value of the completed structure until Project Completion. Such Builder's Risk policy shall be an all-risk form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) for each claim and shall contain a loss payable clause to include COUNTY of Marion, Florida. SUBRECIPIENT shall furnish to COUNTY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of Work under this Agreement. Coverage shall not cease and is to remain in force until all Work is completed.
- H. No Work shall be commenced under this Agreement until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

SECTION 18 – INDEMNIFICATION

- A. SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by COUNTY, any sums due to SUBRECIPIENT under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.
- B. Any contract between SUBRECIPIENT and its General Contractor or any other third party to provide the construction-related services set forth herein, shall include the following provisions:
 - 1. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Marion County, its officers, and employees,

from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement.

This indemnification of Marion County shall survive the term of this Agreement.

2. This indemnification of Marion County shall survive the term of this Contract.

- C. Indemnification obligations of the SUBRECIPIENT to COUNTY survive the term of the Agreement.

SECTION 19 – SCRUTINIZED COMPANIES PURSUANT TO §287.135, FLORIDA STATUTES

A. Certification.

1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or
 - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or
 - b. Engaged in a boycott of Israel.

- B. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more, and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to have met any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes, or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes
2. Was entered into or renewed on or after July 1, 2012, through September 30,

- 2016, and CONTRACTOR is found to have met any of the following prohibitions:
- a. Met either prohibition set forth in Section "10(B)(1)" above or
 - b. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to have met any of the following prohibitions:
- a. Met any prohibition set forth in Section "10(B)(2)" above or
 - b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to have met any prohibition set forth in Section "10(B)(2)" above.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, Florida Statutes, as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

SCOPE OF WORK /FUNDING

SUBRECIPIENT: LOGOS LODGE Inc.

Activity: Acquisition of Rental Housing

SUBRECIPIENT contractually commits to comply with affordable housing criteria provided under sections 420.907-420.9079, Florida Statutes, applicable to the affordable housing objectives of the award, and to provide two (2) units to house very low (50%) and low (80%) Area Median Income (AMI) residents, at the initial tenancy, of Marion County, FL. The Rental Units will allow SUBRECIPIENT to house its clients while offering them a safe and healthy living environment. The SUBRECIPIENT will attempt to fill unit vacancies with referrals from within the Continuum of Care Organization.

I. Approved Grant Budget:

SUBRECIPIENT is approved for a deferred payment loan for acquisition costs and recording fees based on information and data in the submitted proposal, not to exceed **Two Hundred Twenty Thousand Four Hundred Fifteen Dollars and Zero Cents (\$220,415.00)**.

Funds may be moved within program costs in accordance with program needs, only upon approval by the COUNTY.

Note: Furnishings and occupancy costs are not eligible SHIP costs.

SHIP funds budget:

Task	Budgeted Amount	Notes
Acquisition price Two (2) rental units	\$220,415.00	
TOTAL SHIP Funds:	\$220,415.00	

LEVERAGE funds match:

Task	Budgeted Amount	Notes
In-kind (approx.)		
Private funding/ Construction Rehab	\$194,296.25	
Appraisal Costs 1 Property	\$600.00	
TOTAL Leverage Funds match:	\$194,896.25	
TOTAL PROJECT COST:	\$1,000,000.00	Including Other Government assisted funds

II. Project Description:

- A. Acquisition of two (2) rental units, located at **Parcel ID# 41409-006-12** unit address listed in **EXHIBIT E**, minimum of one (1) unit to house very low (50%) and one (1) unit to house low (80%).
 - B. Acquisition costs not to exceed a total of **\$220,415.00** combined for all units.
 - C. Costs allowed include, but are not limited to, acquisition cost, closing fees, appraisal, inspections, fees, etc. which shall be included on Closing Disclosure Form, and if applicable, held in escrow by the attorney/title company.
 - D. Recordation of a mortgage on the property to secure repayment of deferred payment loan in substantially the same form as **EXHIBIT G**.
 - E. SUBRECIPIENT will make the rental units as described in their application for assistance dated **July 9, 2025**, which is hereby incorporated into this Agreement by reference, available to at least one income eligible household per unit during the 2025-2026 program year.
- III. Tenants are required to sign a one (1) year lease and may renew annually if the household meets the income requirements and has adhered to the current lease agreement.
- IV. Project Delivery: SUBRECIPIENT will be working with non-profits for organizational support, and to provide stable housing through assistance with wraparound services including but not limited to the use of case management, willingness to work within a program, and the creation of an individual case plan to success for each client that helps them set and achieve life goals.
- V. **Affordable Rents:**
- A. Per 24 CFR § 92.252, HUD and the Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development. Florida Housing Finance Corporation under the governance of Chapter 420, Part V, Florida Statutes. provides the following maximum SHIP rent limits. The maximum SHIP rents are the lesser of:
 - a. The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
 - b. A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income

for the area, as determined by HUD, with adjustments for the number of bedrooms in the unit.

- B. If household income exceeds 140% AMI at lease renewal, rent may be increased and calculated for an amount equal to 30% of the tenant's income.
- C. If household income increases a lease renewal, rent may be increased to the allowable rent limit set by the Department of Housing and Urban Development and Florida Housing Finance Corporation who provides the maximum SHIP rents.

VI. **Reporting Schedule:**

After property acquisition, SUBRECIPIENT shall provide COUNTY the following reports:

- A. Annual reporting of demographic data on clients served for the life of COUNTY's lien.
- B. Annual Certification of Usage that the rental units continue to be used for the intended eligible purpose for the life of COUNTY's lien. COUNTY shall provide forms to SUBRECIPIENT for this purpose.

VII. **Income Certification and Monitoring:**

- A. SUBRECIPIENT will be responsible for verifying that, at the time of the initiation of a tenancy, each client served meets the following criteria:
- B. At a minimum, two (2) Households are certified to have an annual income, at the initial tenancy, of very low income [below fifty percent (50%) median area income] calculated in accordance using [24 CFR § 5.609](#) as found on the Florida Housing Finance Corporation website at www.floridahousing.org using **EXHIBIT C**, to determine household income level and complete Income Certification Form, **EXHIBIT D**, certifying this is a true and accurate income statement for the household.
- C. SUBRECIPIENT, based on documentation collected from its Tenants, shall keep Income Certifications and supporting documents on file, keeping in line with Florida Housing Finance Corporation requirements. Documents to include, but not limited to:
 - Driver's License (or FL identification card) for each adult member of the household;
 - Social Security card for each member of the household; and
 - Copy of Birth Certificates for all household members under 18.

Tenant must provide all applicable information for every household member 18 and over to include at least one of the following:

- 60 Days of Paystubs.
- Social Security Benefits Letter.
- Child Support Income (including Current Child Support Court Order, the printout of payments from Court House, OR Letter from the Department of Revenue for every child under 18).
- Affidavit of Ongoing Cash Support from family or friends.
- Retirement/Pension Statements.
- No Income Form.
- Other: (Unemployment, TANF, Cash Assistance, Self-Employment, etc.)

Tenant must provide all applicable information for every household member 18 and over to include at least one of the following:

- Copy of last 1-month complete bank statements for all accounts, including Prepaid Card accounts or
- No Assets Form if applicable

- D. Five (5) households in the units served by SUBRECIPIENT shall meet the SHIP definition of very low income (50%) at the initial tenancy. Income Certifications shall be provided to COUNTY, upon request, during the lien period, by SUBRECIPIENT based on documentation SUBRECIPIENT collected from its tenants.
- E. Income Certifications, **EXHIBIT D**, and a 12-month lease, **EXHIBIT F**, will be required annually for all households renting these units.
- F. COUNTY's Community Services Department will monitor all stages of the Project to ensure compliance with all SHIP regulations and County guidelines.
- G. Within the first three (3) months after the completion of the Project, the County will perform monitoring of SUBRECIPIENT to ensure that SUBRECIPIENT is maintaining all records in a satisfactory manner.

VIII. **Time Line:**

- A. SUBRECIPIENT shall have until **November 22, 2025**, for the closing date of the Acquisition. SUBRECIPIENT shall have twelve (12) months from the closing date of the Acquisition to complete the required repairs on all units and have all units occupied by income eligible tenants. In the event the Project does not meet the

Project requirements as outlined in this Agreement. Failure to meet these deadlines can result in the cancellation of this Agreement and the revocation of SHIP funds.

- B. The deferred interest loan shall be forgiven at the end of thirty (30) years from the date of mortgage execution if all terms of the Contract have been met. A mortgage lien, **Exhibit G**, will be recorded with the Marion County Clerk of Court.

IX. **Request for Payment:**

Payment Process:

- At closing, a check not to exceed the amount of **Two Hundred Twenty Thousand Four Hundred Fifteen Dollars and Zero Cents (\$220,415.00)** made payable to **Michael Barhar**, as sellers, for the purchase price of the subject duplex.
- At closing, COUNTY made payable to the sellers and title company for closing costs as more fully set forth in **Exhibit B, Section II, C**. Any costs in excess of the total acquisition cost of **(\$220,415.00)** shall be borne exclusively by SUBRECIPIENT.
- The COUNTY's Finance Department abides by the Prompt Payment Act, ss. 218.70-218.80, Florida Statutes. Checks will be mailed to SUBRECIPIENT.

CHART OF INCOME REQUIREMENTS

MARION COUNTY, FLORIDA					
INCOME LIMITS ADJUSTED TO FAMILY SIZE					
2025					
Median Income: \$76,200	30%	50%	80%	120%	140%
Household Size					
1 PERSON	\$16,250.00	\$27,000.00	\$43,200.00	\$64,800.00	\$75,600.00
2 PERSON	\$21,150.00	\$30,850.00	\$49,400.00	\$74,040.00	\$86,380.00
3 PERSON	\$26,650.00	\$34,700.00	\$55,500.00	\$83,280.00	\$97,160.00
4 PERSON	\$32,150.00	\$38,550.00	\$61,700.00	\$92,520.00	\$107,940.00
5 PERSON	\$37,650.00	\$41,650.00	\$66,650.00	\$99,960.00	\$116,620.00
6 PERSON	\$43,150.00	\$44,750.00	\$71,600.00	\$107,400.00	\$125,300.00
7 PERSON	\$47,850.00	\$47,850.00	\$76,550.00	\$114,840.00	\$133,980.00
8 PERSON	\$50,900.00	\$50,900.00	\$81,450.00	\$122,160.00	\$145,520.00
SHIP & HHRP	FHFC POSTED 4/1/25			HUD eff. 4/1/25	

Income limits updated annually approximately March

**Residential Income Certification
Florida Housing Finance
Corporation State Housing
Initiatives Partnership (SHIP)
Program**

Effective Date: _____ Allocation Year: _____

A. Certification Information (select one)

- ☐ Initial Certification
☐ Annual Recertification

B. Subsidy Use (check all that apply)

- ☐ Multifamily Rental ☐ Direct Rental Assistance
☐ Transitional Housing Homeless ☐ Prevention
☐ Security and Deposits ☐ Other

C. Household Information: Include all household members

Member	Full Name	Relationship to Head	Age
1		HEAD	
2			
3			
4			
5			
6			
7			

D. Assets (All household members including assets owned by minors)

Member	Asset Description	Cash Value	Income from Assets
Total Cash Value of Assets D(a)			
Total Actual Income from Assets D (b)			
If line D(a) is greater than \$51,600.00, multiply that amount by the rate specified by HUD (applicable rate .45%) and enter results in D(c) otherwise leave blank. D (c)			
Total Income from Assets D (d)			

SHIP H-RIC

Rev. 04/2025

Page 1 of 4

E. **Anticipated Annual Income:** Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips, commission, bonuses and overtime)	Benefits / Pensions	Public Assistance	Other Income	*Asset Income
					(Enter the greater of box D(b) or box D(c), above, in box E(e) below)
Totals	(a)	(b)	(c)	(d)	(e)
Enter total of items E(a) through E(e). This amount is the Annual Anticipated Household Income					\$

F. **Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury. **WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

_____ Signature of Head of Household	Date _____
_____ Signature of Spouse or Co-Head of Household	Date _____
_____ Signature of Household Member (over 18 years)	Date _____
_____ Signature of Household Member (over 18 years)	Date _____
_____ Signature of Household Member (over 18 years)	Date _____

- G. **SHIP Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

_____ **Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: _____

_____ **Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: _____

_____ **Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: _____

_____ **Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: _____

_____ **121-140% Income Household** means individuals or families whose annual income does not exceed 140% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: _____

Based upon the 2025 income limits for Ocala Metropolitan Statistical Area (MSA), or Marion County, Florida. 2025 SHIP Income and Rent Limits are posted to Florida Housing Finance Corporation (FHFC) public website, effective date 04/01/2025.

Signature of the SHIP Administrator or his/her Designated Representative

Signature: _____ Date: _____

Name: _____ Title: _____

H. Household Data (to be completed by Head of Household only)

Household elects to not participate.						<u> </u>		(Initials of Household Head)	
Head of Household Data									
By Race / Ethnicity						By Age			
White	Black	Hispanic	Asian	American Indian	Other	0 - 25	26 - 40	41 - 61	62 +
Household Members Data									
Special Target / Special Needs (Check all that apply to any member)									
Farm worker	Developmentally Disabled	Homeless	Elderly	Special Needs (define)	Special Needs (define)				

NOTE: Information in this Section H is being gathered for statistical use only. No resident is required to give such information.

PROPERTY LEGAL DESCRIPTION

LOCATION: 4560 (and 4564) SE 120th St, Belleview, FL 34420

PARCEL ID #: 41409-006-12

The West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 2, Township 17 South, Range 22 East all lying and being in Marion County, Florida. EXCEPT: The North 2150 feet EXCEPT the East 40 feet thereof, and together with the East 40 feet of said North 2150 feet EXCEPT the North 30 feet thereof for road right of way.

LEASE AGREEMENT/FINANCIAL RESPONSIBILITY

The cost to provide food, laundry services, utilities, housing and staff for you while you are at Logos Lodge is \$1,300.00 per month or \$15,600.00 for one year.

Some of this money is provided by the contributions of Christian people who love the Lord and who desire to help alcoholics and drug addicts. Some money comes from the work we perform. Much of our work is service work and benevolence projects to help us build a servants heart. The staff members of Logos Lodge are willing to invest their time and talents to help you while you are here. In turn, we expect you to help others receive the same benefits you have received. We require a commitment from you of \$4500.00 "Where your treasure is, there your heart will be also." Matt 6:21 & Luke 12:34.

\$1200.00 of that is rent directly going to housing. The other \$3300.00 goes for incidentals including but not limited to; food, clothing, utilities, fuel, transportation, staff, etc.

My 1-year commitment will be served from / / to / / at this address:

- ☐ 213 NE 11th street, Ocala, FL 34470.
- ☐ 231 NE 11th street, Ocala, FL 34470
- ☐ 237 NE 13th street, Ocala, FL, 34470.
- ☐ 4413 SE 98th Lane, Belleview, FL 34420
- ☐ 4560 SE 120th ST, Belleview, FL 34420
- ☐ 4564 SE 120th ST, Belleview, FL 34420

(Write in dates and check address then initial with witness)

I understand that I will not have the opportunity to earn money while in the program. I will not have access to banking, EBT, credit, debit, or any financial entities while in phase 1 of the program. During Phase 2 a financial plan will be made with the goal of fiscal responsibility.

We prefer that payment of the \$4500.00 program fee be made while you are going thru the program but if this is not possible, arrangements should be made with the Director to pay within a year after leaving Logos Lodge. We would also like a monthly letter sharing with us your spiritual progress as well as a financial contribution. Being asked to leave the property will result in the whole fee becoming due immediately.

Arrangements for payment: \$100.00 per month upon graduation of program.

I have read and agreed with the policy stated above and I voluntarily acknowledge my financial responsibility to Logos Lodge.

Signed _____ Date _____

Witness _____ Date _____

Marion County Community Services Department
2710 East Silver Springs Blvd.
Ocala, Florida 34470

Rec. Fees: \$120.50
DS: \$771.75

Property Appraiser's Parcel ID No: 41409-006-12
Owner: Logos Lodge Inc

**MORTGAGE LIEN
FOR REAL PROPERTY ACQUIRED
IN WHOLE OR IN PART WITH STATE HOUSING INITIATIVES PARTNERSHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee"), and **LOGOS LODGE Inc., 209 NE 36th Street, Ocala, FL 34470 ("Mortgagor")**.

WHEREAS, the Mortgagee is the Administrator of the State Housing Initiative Program ("SHIP"); and

WHEREAS, pursuant to Section 420.907-9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code, the State of Florida has made available to the Mortgagor, through the Mortgagee, certain funds to be used in the Acquisition of Rental Housing Project.

WHEREAS, Mortgagee and Mortgagor, desire for SUBRECIPIENT to acquire two (2) rental units, to be used as rental housing subject to Mortgagor entering into a mortgage in favor of Mortgagee for a loan for the costs of acquisition of the property ("the Project"), and

WHEREAS, the Project was approved as a project in the Local Housing Assistance Plan based on Mortgagor's proposal; and

WHEREAS, upon completion of the acquisition Mortgagor will use the building to serve very low-income SHIP-eligible people and in accordance with the separate agreement between Mortgagor and Mortgagee executed on or before **(December 30, 2025)** entitled Marion County Standard Professional Services Agreement Acquisition of Rental Housing Project (the "Agreement"); and

WHEREAS, this Mortgage shall constitute a lien on the property to ensure performance as described herein, as set forth in the promissory note of even date between the parties (the "Note") and as set forth in the Agreement entered into by the parties, until released as provided herein;

NOW, THEREFORE in consideration of the financial assistance granted herein and in order to secure the payment of both the principal, and interest, and any other sums payable on the Note or this Mortgage and the performance and observance of all the provisions hereof, of the Note, and of the Agreement, Mortgagor hereby mortgages to Mortgagee all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situated in Marion County, Florida, more particularly described as follows:

Parcel ID: #41409-006-12

The West ½ of the East ½ of the NE ¼ of Section 2, Township 17 South, Range 22 East all lying and being in Marion County, Florida. EXCEPT: The North 2150 feet EXCEPT the East

40 feet thereof, and together with the East 40 feet of said North 2150 feet EXCEPT the North 30 feet thereof for road right of way.

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. **FUNDING.** Mortgagee through its Community Services Department (the "Department") has provided a deferred payment loan to Mortgagor for allowable costs to include acquisition costs as allowable by **EXHIBIT B** to the Agreement, in the amount of **Two Hundred Twenty Thousand Four Hundred Fifteen Dollars and Zero Cents (\$220,415.00)** for services performed under the terms of the Agreement and detailed in **Exhibit B** thereof. In the event the Project costs exceed the stated amount, Mortgagor shall be responsible for any excess. In the event the Project does not use all the funds allocated, any excess shall be returned to Mortgagee.
3. **SERVICES AND PERFORMANCE.** The parties mutually agree to furnish, each to the other, the respective services, information, and items as detailed in **Exhibit A** of the Agreement, and the Scope of Work/Funding attached as **Exhibit B** of the Agreement.
4. **TERM.** This mortgage shall expire thirty (30) years from the date of execution. Provided Mortgagor fully, faithfully and satisfactorily performs all of the terms and conditions of the Marion County Standard Professional Services Agreement for Acquisition of Rental Housing, along with said Agreement's Exhibits and the accompanying Mortgage Lien and Promissory Note, then and in that event, upon maturity of said Mortgage Deed and Promissory Note, Mortgagee will release Mortgagor of its obligations thereunder and will acknowledge full payment and satisfaction of said note and mortgage deed and surrender the same as canceled of record.
5. **INSURANCE.** Mortgagor shall maintain, throughout the term of this Agreement comprehensive general liability insurance, property and casualty or builder's risk insurance, and Worker's Compensation insurance as set forth in Section "17" of the Standard Terms, **Exhibit A** to the Agreement.

6. Mortgagor warrants that Mortgagor has good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge, or encumbrance except as Mortgagee has agreed to accept in writing and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.
7. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.
8. Mortgagor further covenants and agrees to pay when due, without requiring any notice from Mortgagee, all taxes, assessments of any type or nature, and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien, or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance, or charge against the Mortgaged Property.
9. Mortgagor further covenants and agrees to promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation, hereafter passed against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by the Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
10. Mortgagor further covenants and agrees to maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.
11. Mortgagor further covenants and agrees to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
12. Mortgagor further covenants and agrees that if Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium or to keep the Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim,

lien encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as deems advisable, and for any of such purposes, Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees, and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment, and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.

13. Mortgagor further covenants and agrees that Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the Mortgaged Property hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees, and other items of expense, together with interest on each such advancement at the rate of interest provided herein and all such sums and interest thereon shall be secured hereby.
14. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisal laws.
15. If default occurs in payment of the principal or interest of the Note or any part thereof when due, or in payment, when due or any other sum secured hereby, or in performance of any Mortgagor's obligations, covenants or agreements hereunder, in the Note or in the Agreement, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand, which are hereby expressly waived, in which event, Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges, and expenses thereof, including a reasonable attorney's fee, including all such other costs, expense and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the rate provided herein from and after the date of any such default of Mortgagor.
16. If default be made in payment, when due, of any indebtedness, secured hereby, or in performance of any of Mortgagor's obligations, covenants, or agreements in this Mortgage, the Note or the Agreement:
 - A) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the Mortgaged Property and to collect and receive all rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, including that past due as well as those accruing thereafter; and
 - B) Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the Mortgaged Property, the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property that is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs, and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues, and profits received by it on the indebtedness secured hereby in such order and Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues, and profits received by Mortgagee.

17. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one (1) parcel of real property, Mortgagee may, at its option, exhaust any one or more of said securities and security hereunder, or such parcels of security hereunder, either concurrently or independently, and in such order as it may determine.
18. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within six (6) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two (2) times the amount of the Note, plus interest thereon, plus any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, plus interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied with record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.
19. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise, afforded by law, shall operate as a waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate the maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt, hereby secured by reason of any past, present, or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.

20. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for the performance of any obligation contained herein, in the Note and/or in the Agreement, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:
 - A) Release any person liable for payment of all or part of the indebtedness or for the performance of any obligation;
 - B) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
 - C) Exercise or refrain from exercising or waive any right Mortgagee may have;
 - D) Accept additional security of any kind; and
 - E) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.
21. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
22. Mortgagor hereby waives all rights of homestead exemption if any, in the Mortgaged Property.
23. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.
24. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
25. The loan represented by the Mortgage and the Note is personal to Mortgagor. Mortgagee extended the funds to Mortgagor based upon the representations made in the Mortgagor's application and the Agreement between the parties as well as Mortgagee's judgment of the ability of Mortgagor to perform under this Mortgage, the Note and the Agreement and Mortgagee's judgment of the ability of Mortgagor to repay all sums due under this Mortgage. Therefore, this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property unless in compliance with SHIP regulations and with written approval by Mortgagee.
26. COMPLIANCE WITH ENVIRONMENTAL LAWS:

- A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
- B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property comply with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon, or at the Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.
- C) Indemnification.
- (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.
- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release, or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.
- D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:

- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence, or cleanup of any Hazardous Waste on the Mortgaged Property in connection with Mortgagor's operations thereon; or
 - (2) Any complaint, order, citation, or notice with regard to air emissions, water discharges; or
 - (3) Any other environmental, health, or safety matter affecting Mortgagor; (All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.
 - E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.
27. Breach: Any breach of any warranty, representation, or agreement contained in this Mortgage, the Note, or the Agreement shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provide in this Mortgage, or otherwise permitted by law.
 28. In the event any one or more of the provisions contained in this Mortgage, the Note, or the Agreement, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if the such invalid illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.
 29. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements, and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given the effect as though following this covenant in consecutive order.
 30. Mortgagor understands and agrees that this Mortgage shall be recorded in the public records of Marion County, Florida, and that this Mortgage shall be a legal and binding contract and a lien on the Mortgaged Property described herein, enforceable in the courts of the State of Florida.

IN WITNESS THEREOF, this Mortgage has been duly executed by the undersigned.

WITNESS:

Signed, sealed, and delivered
in our presence as witnesses:

LOGOS LODGE Inc.

Witness Signature

Witness Name Printed

Address

Witness Signature

Witness Name Printed

Address

By: _____

Printed Name: Gregory Cronmiller

Its: President and CEO

Date: _____

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this day _____ of _____ 2025. by Gregory Cronmiller as CEO for LOGOS LODGE Inc.

(SEAL)

Signature - Notary Public

Print Name: _____

My Commission Expires: _____

Parcel ID #:41409-006-12
Owner: LOGOS LODGE Inc.

PROMISSORY NOTE

\$220,415.00

DATE: _____

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to Marion County, a political subdivision of the State of Florida, SHIP Fund, Marion County, Florida, its successors or assigns ("Lender"), the principal sum of **Two Hundred Twenty Thousand Four Hundred Fifteen Dollars and Zero Cents (\$220,415.00)**, and to pay interest on the outstanding principal balance at the rate of zero (0%) percent from the above date until fully paid. Payment shall be due upon sale, transfer, or refinance of the collateral securing this note to Marion County, or if units are used for purposes other than the acquisition of the 2 rental units or the purposes described in the Marion County Standard Professional Services Agreement Acquisition of Rental Housing Project between Borrower and Lender

This Note and all other obligations of the Borrower, including the agreement entered into between the parties entitled Marion County Standard Professional Services Agreement Acquisition of Rental Housing Project (the "Agreement") are secured by a lien on collateral in the form of real property located in Marion County, Florida (the "Security"), pursuant to a Mortgage Lien For Real Property Acquired or Improved With State Housing Initiatives Partnership Funds (the "Mortgage") held by Lender. The terms and conditions contained in the Agreement and the Mortgage are incorporated herein and made a part hereof as fully as if set forth herein. This Note, the Agreement and the Mortgage are collectively referred to as the "Loan Documents". Reference herein to the Loan Documents is made for a statement of the rights and remedies of Lender with respect to such collateral. Borrower shall not sell, lease or transfer all or any part of the Security or any interest therein, including transfer by judicial sale or any other voluntary or involuntary transfer, without Lender's prior written consent prior to discharge.

1. Payment.

- A. Maturity. The purpose of this Note is to provide Borrower SHIP (State Housing Initiatives Partnership) grant funds for the Acquisition of Rental Housing Project. The maturity date of this Note shall be the **1st Day of November 2054.** Provided Borrower fully, faithfully and satisfactorily performs all of the terms and conditions of the Marion County Standard Professional Services Agreement for Acquisition of Rental Housing, along with said Agreement's Exhibits and the accompanying Mortgage Lien and Promissory Note, then and in that event, upon maturity of said Mortgage Deed and Promissory Note, Lender will release Borrower of its obligations thereunder and will acknowledge full payment and

satisfaction of said note and mortgage deed and surrender the same as canceled of record.

- B. Where to Make Payment. Sums due under this Note shall be payable to the Marion County
SHIP Grant, Marion County, Florida, 2710 E. Silver Springs Blvd., Ocala, Florida 34470, or such other place as the Noteholder may designate.
- C. Prepayment. Borrower has the option and privilege of prepaying all or any part of the outstanding principal balance evidenced by this Note without premium, penalty or charge.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to make any payment due under this Note within fifteen (15) days of the due date; or (b) an event of default occurs under any of the Loan Documents between Borrower and Lender, (collectively "Event of Default").

3. Acceleration.

Upon the occurrence of any Event of Default, the outstanding principal hereof and all accrued interest thereon, at the option of Lender, shall become and be immediately due and payable without notice or demand.

4. Relationship of Borrower and Lender.

Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venture as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of lender and borrower. The terms hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Note. Market conditions as of the date of this Note have been considered.

5. Costs/Attorney's Fees.

Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding (including but without limitation commencement of non-judicial foreclosure or private sale), in case the unpaid principal sum of this Note is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the Security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage, or in the event Lender is made a party to any litigation because of the existence of the indebtedness evidenced by the Note, whether suit be brought or not, and whether through courts or original jurisdiction, as well as in courts of appellate jurisdiction, or

through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegal, law clerks, and other staff members operating under the supervision of an attorney. Any payment or award of attorney's fees shall include as part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

6. Waiver.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Presentment. Waive Lender's diligence, presentment, protest and demand for payment, notice of protest of demand, of nonpayment, of dishonor and of maturity and all other notices, filing suit and diligence in collecting this Note, in enforcing any of the security rights or in a proceeding against the Security.
- B. Time is of the Essence. Agree that time is of the essence of every provision hereof.
- C. Substitution. Agree to any substitution, exchange, addition or release of any of the Security or the addition or release of any party or person primarily or secondarily liable hereon.
- D. Renewals, Extensions, Modifications. Consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or the terms contained in any of the Loan Documents, including time for payment.
- E. Statute of Limitations. Expressly waive to the full extent of the law, the right, if any, to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note.
- F. No Exhaustion of Remedies. Agree that Lender shall not be required first to institute any suit or exhaust its remedies against Borrower or any other person or party to become liable hereunder, or against the Security in order to enforce payment of this Note.
- G. Remain Liable. Agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Lender of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note and the

7. Rights and Remedies of Lender.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Lender May Waive. Agree that Lender shall have the right, at any time

and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage.

- B. Cumulative. The rights and remedies of Lender as provided in this Note and in the Mortgage, shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Security encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment hereof, or otherwise, at the sole discretion of Lender.
 - C. No Waiver. Failure of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. The acceptance by Lender of payment hereunder that is less than any payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. A wavier or release with reference to one Event of Default shall not be construed as a continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent Event of Default.
- 8. Waiver of Jury Trial. Borrower hereby waives trial by jury in any action or proceeding to which Borrower and Lender may be parties, arising out of or in any way pertaining to the Loan. This waiver is knowingly, willingly, and voluntarily made by Borrower, and Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way, modify or nullify its effect.
 - 9. Governing Law. This Note is executed and delivered in Marion County, Florida, and shall be construed and enforced according to the laws of the State of Florida.

[This portion of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

WITNESS:

Signed, sealed, and delivered
in our presence as witnesses:

LOGOS LODGE Inc.

Witness Signature

Witness Name Printed

Address

Witness Signature

Witness Name Printed

Address

By: _____

Printed Name: Gregory Cronmiller

Its: President and CEO

Date: _____

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this day _____ of _____ 2025. by Gregory Cronmiller as CEO for LOGOS LODGE Inc.

(SEAL)

Signature - Notary Public

Print Name: _____

My Commission Expires: _____