

This Instrument Prepared by:

Brooke R. Perlyn, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

---

**LIMITED WAIVER AND AGREEMENT TO TRANSFER AND ASSIGNMENT OF  
SHIP LOAN AGREEMENT FOR  
INDEPENDENT LIVING ASSISTANCE**

THIS LIMITED WAIVER AND AGREEMENT TO TRANSFER AND ASSIGNMENT OF SHIP LOAN AGREEMENT FOR STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) FUNDS FOR INDEPENDENT LIVING REHABILITATION ASSISTANCE ("Assumption Agreement") is made between MARION COUNTY, a political subdivision of the State of Florida ("County"), and NHTE LANDFAIR, LLC, a Florida limited liability company ("Owner"), and LANDFAIR OWNER LLC, a Florida limited liability company ("Transferee").

WHEREAS, Owner is the owner of certain real property improved with multi-family living units located at 7745 NE 22nd Terrace, Marion County, Florida and legally described on Exhibit "A" attached here (the "Property"); and

WHEREAS, GMN-Landfair, Ltd., a Florida limited partnership ("Prior Owner") received certain loans from County as lender, in the original principal amount of \$450,000.00 (the "SHIP Loan"); and

WHEREAS, County and Prior Owner enter into that certain SHIP LOAN AGREEMENT FOR INDEPENDENT LIVING ASSISTANCE on April 1, 1998 (the "Original SHIP Agreement"), which agreement was recorded in the public records of Marion County, Florida, at OR Book 2503, PGS 636-641; and

WHEREAS, County and Prior Owner entered into that certain AMENDED AND RESTATED SHIP LOAN AGREEMENT FOR INDEPENDENT LIVING ASSISTANCE on May 26, 1999 (the "Restated SHIP Agreement"), which agreement is recorded in the public records of Marion County, Florida, at OR Book 2655, PGS 16-30 and which agreement fully amends, restates and supersedes the Original SHIP Agreement; and

WHEREAS, County, Prior Owner and Owner entered into that certain LIMITED WAIVER AND AGREEMENT TO TRANSFER AND ASSIGNMENT OF SHIP LOAN AGREEMENT FOR INDEPENDENT LIVING ASSISTANCE, recorded August 24, 2012, in OR Book 05724, Pages 2004-2008, of the public records of Marion County, Florida ("SHIP Assignment" and with the Restated SHIP Agreement, collectively, the "SHIP Agreement"), which assigned the SHIP Loan to Owner; and

WHEREAS, paragraphs 3 and 4 of the Restated SHIP Agreement provide that the SHIP Loan will be repaid to County upon any sale, transfer or lease of the Property, or any part thereof by Prior Owner, whether such transfer or sale is voluntary, or by operation of law; and

WHEREAS, the Transferee is acquiring fee simple interest in the Property through the purchase of the Property from Owner (the "Transfer"). In connection with the Transfer, the Transferee has agreed to assume the Owner's obligations under the Restated SHIP Agreement, and to execute this Assumption Agreement to evidence Transferee's assumption of the SHIP Agreement; and

WHEREAS, the parties intend that all other terms of the SHIP Agreement shall remain in force following such transfer and assumption by Transferee; and

WHEREAS, by this Assumption Agreement, the parties shall provide for the continued availability of the Property for special needs affordable housing for qualifying individuals and households in Marion County;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the parties covenant and agree as follows:

1. The County, by its Board of County Commissioners, in a duly noticed public meeting on April 20, 2021, approved the transfer and assignment of the SHIP Agreement to the Transferee, subject to Transferee's assumption of all of Owner's responsibilities and obligations under the SHIP Agreement.
2. The County's agreement to the Transfer and assignment of the SHIP Agreement to the Transferee is intended, and shall be deemed a one-time, limited and express waiver of requirements of paragraphs 3 and 4 of the Restated SHIP Agreement, which requirements would otherwise require immediate repayment of the SHIP funds to County.
3. Commencing the closing date of the Transfer, Transferee agrees to assume and be responsible for performance of all of Owner's obligations under the SHIP Agreement.
4. Owner shall be released by the County from any and all obligations under the SHIP Agreement first arising from and after the closing date of the Transfer.
5. The parties agree that this LIMITED WAIVER AND AGREEMENT TO TRANSFER AND ASSIGNMENT OF SHIP LOAN AGREEMENT FOR INDEPENDENT LIVING ASSISTANCE shall be recorded in the public records of Marion County, Florida.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assumption Agreement on the 16 day of April 2021.

**OWNER:**

NHTE LANDFAIR, LLC, a Florida limited liability company

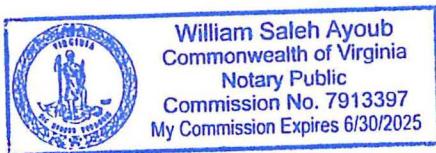
By: NHT Communities, Inc., a District of Columbia corporation (formerly known as NHT/Enterprise Preservation Corporation), its sole member

By: [Signature]  
Name: Angela Bruno  
Title: CFO / TREASURER

STATE OF VA )  
COUNTY OF Fairfax ) SS:

The foregoing instrument was acknowledged before me means of ☒ physical presence or ☐ online notarization this 16 day of April, 2021 by Angela Bruno, the Owner of NHT Communities, Inc., a District of Columbia corporation (formerly known as NHT/Enterprise Preservation Corporation), the sole member of NHTE LANDFAIR, LLC, a Florida limited liability company, on behalf of the corporation and the company. Personally Known \_\_\_\_\_ OR Produced Identification VA DL

Type of Identification Produced VA DL # B62438290



William Ayoub  
Print or Stamp Name: William Ayoub  
Notary Public, State of VA at Large  
Commission No.: 7913397  
My Commission Expires: 6/30/2025

**TRANSFeree:**

LANDFAIR OWNER, LLC, a Florida limited liability company

By:   
Jeremy Bronfman, President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

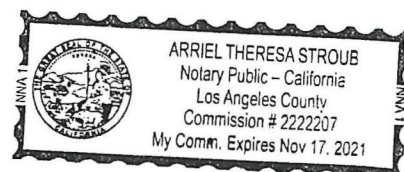
COUNTY OF Los Angeles


On April 14<sup>th</sup> 2021 before me, Arriel T. Stroub, Notary Public

personally appeared Jeremy Bronfman, as President of LANDFAIR OWNER, LLC, a Florida Limited Liability Company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (SEAL)

MARION COUNTY BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Jeff Gold, Chairman

ATTEST:

\_\_\_\_\_  
Gregory C. Harrell, Clerk

For Use and Reliance of Marion County Only  
Approved as to Form and Legal Sufficiency

*p.p. / M. Minter*  
\_\_\_\_\_  
Matthew Guy Minter  
County Attorney

Exhibit "A"  
Legal Description

Lot 1 thru 9, in Block A; Lots 3 thru 10, in Block B; Lots 1, 2, 3 less the North 3 feet of said Lot 3, Lots 23 thru 27, the North 1/2 of Lot 28 and Lot 31 less the North 3 feet of said Lot 31, and Lots 32 thru 64, in Block C; Lots 1 thru 36, in Block D; Lots 9 thru 57, in Block E; and, Lots 1 thru 34, in Block F, of LANDFAIR UNIT 1, as per Plat thereof, as recorded in Plat Book Y, pages 53 thru 55, inclusive, of the Public Records of Marion County, Florida.

Subject to a maintenance and utility easement over the North 10.00 feet of Lot 60, Block C.

Subject to a maintenance and utility easement effecting Lot 32, Block E, more particularly described as follows:

Commence at the SW corner of Tract F; thence S 00°04'21" E a distance of 42.00 feet to the Point of Beginning; thence continue S 00°04'21" E, a distance of 33.00 feet to the SE corner of Lot 32, Block E; thence S 89°55'39" W a distance of 35.00 feet to the NE corner of Lot 31, Block E; thence S 00°04'21" E, along the East boundary of said Lot 31, a distance of 5.00 feet; thence S 89°55'39" W, a distance of 65.00 feet; thence N 65°37'45" W, a distance of 17.00 feet to a point on the Easterly right of way line of NE 23rd Court (being a 50.00 foot right of way), said point lying on a 105.00 foot radius curve concave to the NW, having a chord bearing of N 18°08'03" E and a chord distance of 32.60 feet; thence Northerly along said curve through a central angle of 17°51'40" a distance of 32.73 feet; thence departing from said right of way line on a non-tangent bearing of N 89°55'39" East a distance of 106.37 feet to the point of beginning.