



We build strength, stability, self-reliance, and shelter.

#HOUS-210001-GD Affordable Housing Donation Pilot Program Proposal

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BID COVER PAGE



Procurement Division
200 E University Avenue, Rm 339
Gainesville, FL 32601
(352) 393-8789
Issue Date: November 11, 2020

REQUEST FOR QUALIFICATIONS: #HOUS-210001-GD
Affordable Housing Property Donation Pilot Program

PRE-PROPOSAL MEETING: Non-Mandatory Mandatory N/A Includes Site Visit
DATE: Wednesday, December 2, 2020 TIME: 2:00pm
LOCATION: Zoom – Refer to Exhibit 6 for ZOOM access information.

QUESTION SUBMITTAL DUE DATE: Wednesday, December 9, 2020; 3:00pm

DUE DATE FOR UPLOADING PROPOSAL: Thursday January 14, 2021; 3:00pm

SUMMARY OF SCOPE OF WORK:

The City of Gainesville is seeking to donate non-contiguous vacant land, to a nonprofit organization, to build affordable owner-occupied single-family homes and/or duplexes. Generally, the lots are located in the Duval Area of Northeast Gainesville, along Northeast 9th Avenue, near Northeast 16th Terrace and Northeast 17th Street. The City desires that the development of these lots contributes to the overall redevelopment of the area.

For questions relating to this solicitation, contact: Gayle Dykeman, dykemangb@cityofgainesville.org

Bidder is not in arrears to City upon any debt, fee, tax or contract: Bidder is NOT in arrears Bidder IS in arrears
Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: Bidder is NOT in default Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # HOUS-210001-GD

Legal Name of Bidder: Alachua Habitat for Humanity

DBA: _____

Authorized Representative Name/Title: David Weiss COO

E-mail Address: dweiss@alachuahabitat.org FEIN: 59-2750078

Street Address: 2630 NW 41st St. Ste. C-3 Gainesville, FL 32606

Mailing Address (if different): _____

DBA: _____

Telephone: (239) 404-1221 Fax: (_____) _____

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

- Proposal is in full compliance with the Specifications.
 Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

SIGNER'S PRINTED NAME: David Weiss DATE: 01/13/21

This page must be completed and uploaded to DemandStar.com with your Submittal.

#HOUS-210001-GD Affordable Housing Property Donation Pilot Program

Proposal by Alachua Habitat for Humanity (AHFH)

Project Understanding and Approach

The City of Gainesville is seeking to donate non-contiguous vacant land to a nonprofit organization to build affordable owner-occupied single-family homes and/or duplexes in the Duval Area of Northeast Gainesville, along Northeast 9th Avenue, near Northeast 16th Terrace and Northeast 17th Street.

AHFH plans to build new homes on these lots through our process used nationwide by other Habitat for Humanity affiliates. We plan that the development of these homes and lots contributes to the overall redevelopment of the area; an area we have previously built many homes. In particular, they will help achieve a critical mass which in turn will help complement several other nearby City initiatives, including the redevelopment of the Clarence Kelly Community Center.

AHFH will build and sell these homes to a household that qualifies as Low-Income, as defined by the United States Department of Housing and Urban Development at a price that is, and will remain, affordable to those households. AHFH, the nonprofit organization, will be required to sell the home and move the family in, within two years of receiving the parcel. In the event that AHFH is not able to complete that task, the ownership of the parcel will revert to the City.

As per our long track records within the City of Gainesville and Alachua County, all of our homes will meet all of the city's housing program's standards for health, safety, accessibility, aging in place, structural integrity, storm resistance and the efficient use of energy and water. All homes will be code-approved site-built homes and no modular, manufactured, or prefabricated home will be built.

Our building designs shall provide for code compliant, safe, secure, healthful, and an attractive living environment suited to the social, economic, and recreational needs of resident families and individuals. The design and layout of the homes shall focus on ease of circulation, traffic flow, storage, and housekeeping; visual and auditory privacy; compliant with all building code requirements including light, ventilation, fire, etc. The residences shall also provide for accident protection, appropriate use of space and sanitation facilities. Each residence shall provide for quality construction and materials, and provide a varied aesthetic curb appeal that contributes to the neighborhood in a positive manner. ***The homes will have a varied look and not look the same based on each plan.***

Qualifications of the Firm

Alachua Habitat for Humanity is currently a 501c3 charitable organization registered as a Florida Nonprofit Corporation. Our mission is to help provide low cost housing solutions to residents of Alachua County. We are the largest builder of affordable, owner occupied homes under \$150,000 in Alachua County as defined by HUD. We have the expertise, skills, experience, business and financial capabilities to handle a project of this size as we have been building homes in Alachua County for 20 plus years. We currently do not have any pending litigation and have paid all debts to the City.


Part of our success is our ability to rely on the blueprint provided by Habitat for Humanity International. We have an in-depth ownership approval process and provide our own mortgages, and in some cases provide land trust opportunities as needed. This helps guarantee long-term affordable homes in the area.

We also follow a building process successful in the private sector which allows us to streamline our staff, and procedures. Our trade partners want to be a part of our team as they not only get to help the community, but they also understand we will be organized and they paid on-time. We use the latest builder software called Buildertrend, which provides purchase orders to keep our projects on track and on budget.

- We currently have the infrastructure to build in excess of 18 homes a year with current staffing levels.
- We are a financially viable, responsible bidder as defined by the Financial Services Procedures manual 41-522
- We propose the build a single family home on each lot including the lot on NE 16th Terrace.
- **Timeline**--We propose to start two homes as soon as we are awarded the project, and then stagger starts of one home every two months thereafter, so we meet the two year deadline. This is called even-flow production and allows us to maximize our cash flow, labor force, and trade partner use.
- The homes would be started on NE 9th Avenue once the city has the infrastructure in place to make those lots buildable. The two year deadline on those properties would not start until this infrastructure is in.
- We plan to build up to 4 different one story plans based on client needs and price ranges. There will be a (A) 4 bedroom/ 2 bath plan, (B and C) two different 3 bedroom/ 2 bath plans, and (D and E) 2 bedroom/ 1 bath plan.

8.10 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/ FINES/PENALTIES

Alachua Habitat for Humanity and any contractors we plan to use are not involved in any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S.).

 DAVID WEISS 1/14/21

Cost and Sale Prices

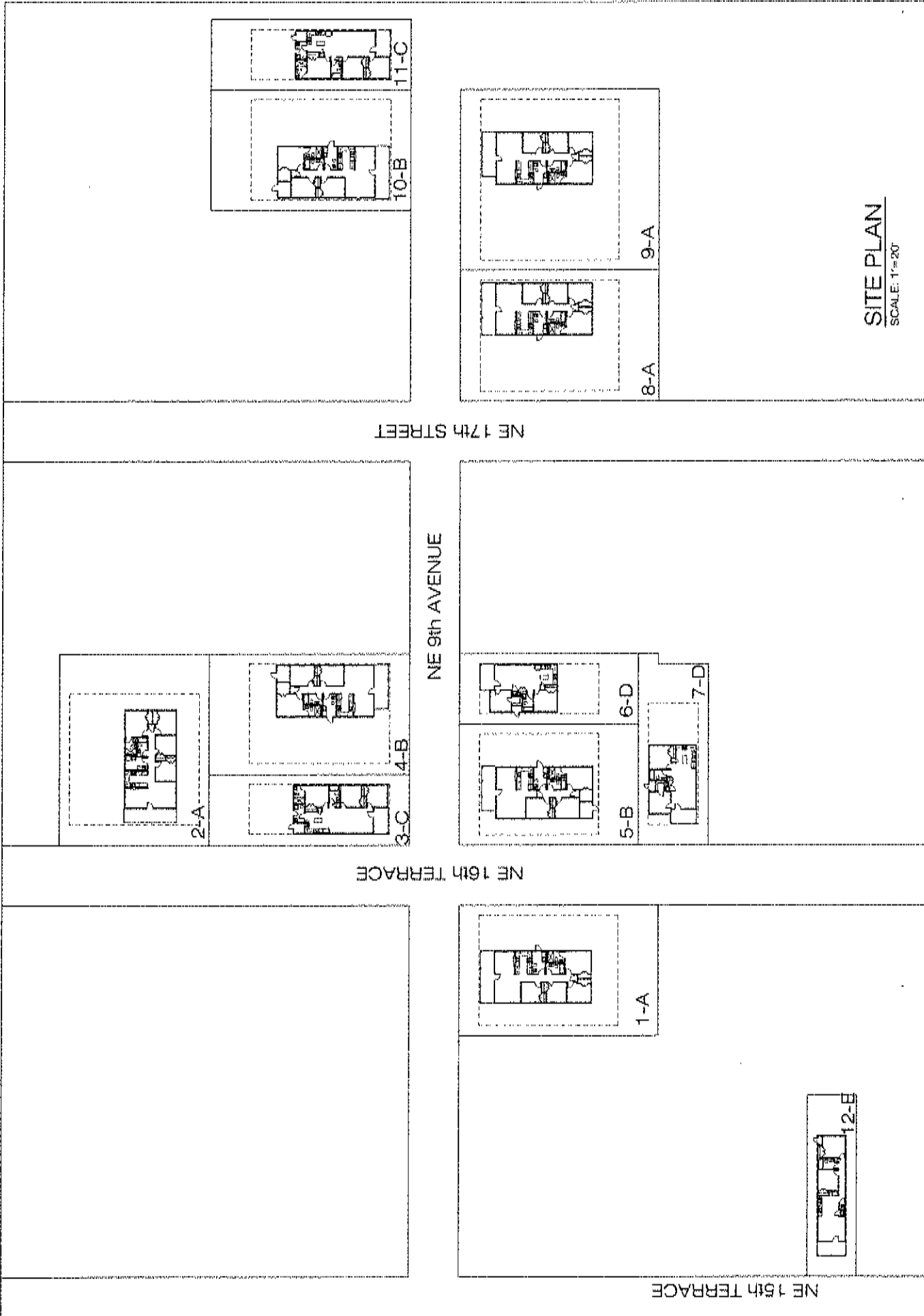
- Plan A will have a selling price of \$150,000 and a hard cost of \$111,000. There will not be a realtor fee as we will sell the homes ourselves through our Home Owners Approval Process.
- Plan B will have a selling price of \$145,000 and a hard cost of \$108,000. There will not be a realtor fee as we will sell the homes ourselves through our Home Owners Approval Process.
- Plan C will have a selling price of \$135,000 and a hard cost of \$102,000. There will not be a realtor fee as we will sell the homes ourselves through our Home Owners Approval Process.
- Plan D will have a selling price of \$125,000 and a hard cost of \$95,500. There will not be a realtor fee as we will sell the homes ourselves through our Home Owners Approval Process.
- Plan E will have a selling price of \$122,000 and a hard cost of \$94,500. There will not be a realtor fee as we will sell the homes ourselves through our Home Owners Approval Process.
- Due to the need to set-up a homeowners association for a duplex and the extra management fees, and extra building code costs, we will build one single family home on each lot. We do not feel a duplex is the correct solution in this instance.
- Depending on the customer needs or financing abilities, we are open to building Carriage homes on select properties.

Alachua Habitat for Humanity places the priority order for each home site as first all lots that currently have road access, and then secondly those lots that need to have an access road to be built. And lastly, parcel 10677-14.

Other Included Items in Each House (see specification sheet)

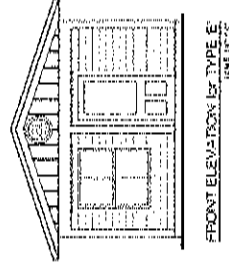
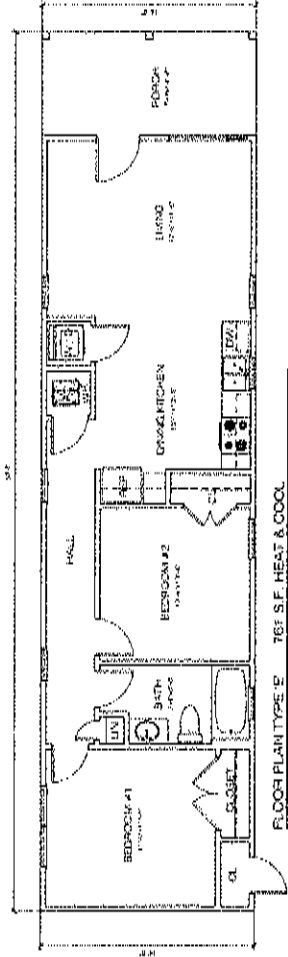
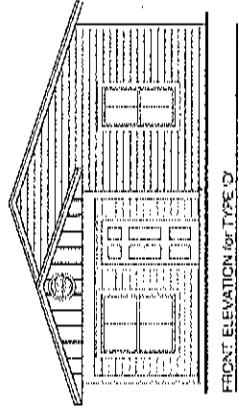
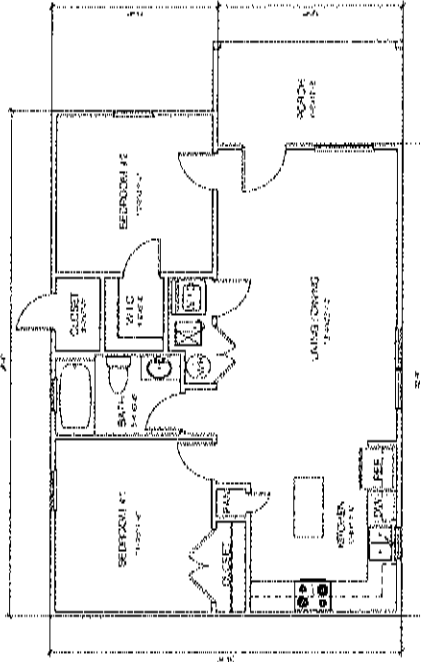
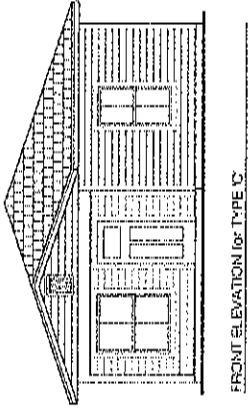
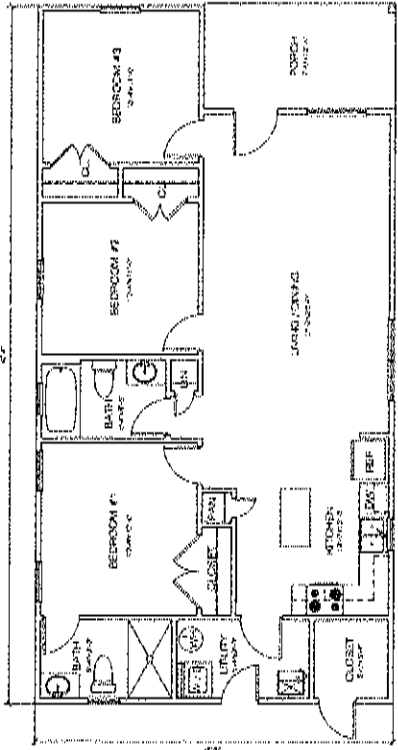
- Most homes will have different elevations and will meet the design requirements including 7 foot deep porch covering 80% of the house width.
- We will have options for handicap accessibility depending on customer needs.
- All homes will include an exterior door with a viewer and doorbell.
- All homes will include shrubs, trees, and sod on all paved areas.
- Each home will have an 18CF+ refrigerator, 30" range w/ hood, and a stainless steel kitchen sink.
- All homes will receive a roof warranty and soil treatment certificate as per the RFQ.
- All fill dirt, grading, and utility services as needed.

Alachua Habitat for Humanity's whole mission is to provide affordable housing in Alachua County. Our saying "offering a hand-up, not a hand-out" sums-up our philosophy. Our homeowners help build their home through volunteer work on their own home and others. Because of this, they have a say and understand the value of owning their own home. What better way than to award future homeowners the opportunity to own their own home built by the largest builder of affordable homes in Alachua County through the City of Gainesville Donated Lot Pilot Program? We have the expertise, resources, and staff to successfully carry out the goals of the City of Gainesville with regard to this project, and respectfully ask that we are awarded the 12 home sites.



SITE PLAN
SCALE: 1"=20'





Budget Cost Summary for Job A

Code	Estimates	
1000 - 1999 Preparation Preliminaries		
1005 - Builders Risk	\$150.00	
1006 - Appraisals	\$300.00	
1010 - Building permit	\$1,376.93	
1011 - Impact Fees	\$5,500.00	
1110 - Blueprint	\$500.00	
1112 - Clearing	\$3,000.00	
1112 - Fill	\$3,000.00	
1114 - Utilities During Construction	\$200.00	
1115 - Borings	\$200.00	
1121 - Surveys	\$350.00	
1121 - Surveys - Foundation	\$400.00	
1123 - Porta Potty	\$560.00	
1124 - Dumpster - Hauling	\$466.00	
1221 - Soil Engineering	\$77.00	
1470 - Electric service	\$632.50	
		\$16,712.43
2000 - 2999 Excavation and Foundation		
2010 - Plumbing—ground	\$2,161.50	
2010 - Plumbing—rough	\$2,161.50	
2010 - Plumbing—trim	\$2,227.00	
2012 - Plumbing—sewer	\$550.00	
2013 - Plumbing—water	\$137.50	
2101 - Concrete Material	\$4,238.00	
2104 - Concrete Labor	\$2,828.40	
2105 - Rebar and reinforcing steel	\$476.58	
2300 - Termite protection	\$131.04	
		\$14,911.52
3000 - 3999 Rough Structure		
3100 - Structural steel	\$534.45	
3105 - Nails	\$100.00	
3110 - Lumber—1st package	\$3,545.51	
3132 - Lumber— Roof Sheathing	\$432.41	
3133 - Lumber— Truss Engineering	\$108.08	
3134 - Lumber—Dry-in Package	\$2,410.94	
3140 - Trusses	\$3,420.08	
3150 - Miscellaneous lumber	\$500.00	
3210 - Framing labor	\$8,000.00	
3299 - Window	\$1,589.50	
3299 - Window; tempered bathroom	\$128.34	
3300 - Window	\$46.26	
3403 - Exterior column installation	\$150.00	
3404 - Exterior shutters	\$100.00	
3405 - Exterior shutter installation	\$60.00	
3610 - HVAC	\$9,529.00	
3810 - Electrical— labor	\$5,200.00	
3810 - Electrical—rough materials	\$3,884.08	
3910 - Electrical---trim	\$217.79	

3912 - Soffit labor	\$400.00	
3912 - Soffit materials	\$672.00	
		\$41,028.44
4000 - 4999 Full Enclosure		
4100 - Roofing material	\$1,857.62	
4102 - Roofing flashing	\$60.50	
4150 - Roofing labor	\$2,920.00	
4300 - Exterior door installation	\$150.00	
4300 - Exterior rear door	\$382.64	
4301 - Exterior rear door; laundry glass	\$75.00	
4400 - Insulation	\$3,165.00	
		\$8,610.76
5000 - 5999 Finishing Trades		
5100 - Drywall Material	\$2,200.00	
5110 - Drywall Labor	\$2,242.50	
5120 - Kitchen cabinets	\$3,375.00	
5120 - Wilson Art formica tops	\$2,205.00	
5200 - Interior trim material	\$225.20	
5208 - Interior trim doors	\$876.00	
5250 - Interior trim labor	\$1,500.00	
5250 - Wire shelving - material/ labor	\$304.00	
5300 - Painting - interior labor	\$2,532.25	
5300 - Painting -exterior labor	\$2,532.25	
5302 - Painting - materials	\$1,638.00	
5530-Tile labor	\$652.00	
5530-Tile material	\$601.44	
5540 - Vinyl flooring labor	\$1,099.00	
5540 - Vinyl flooring materials	\$1,858.21	
5610 - Hardware	\$737.06	
5650 - Appliances	\$2,247.00	
		\$26,824.91
6000 - 6999 Completion and Inspection		
6100 - Clean-up	\$150.00	
6200 - Final grade	\$400.00	
6400 - Concrete labor	\$1,290.00	
6403 - Concrete materials	\$882.00	
6600 - Landscaping	\$365.80	
		\$3,087.80
TOTAL COST:	\$111,175.86	
TOTAL SALES PRICE	After closing fees and soft costs	\$150,000

Budget Cost Summary for Job template Plan B

Code	Estimates	
1000 - 1999 Preparation Preliminaries		
1005 - Builders Risk	\$150.00	
1006 - Appraisals	\$300.00	
1010 - Building permit	\$1,376.93	
1011 - Impact Fees	\$5,500.00	
1110 - Blueprint	\$500.00	
1112 - Clearing	\$3,000.00	
1112 - Fill	\$3,000.00	
1114 - Utilities During Construction	\$200.00	
1115 - Borings	\$200.00	
1121 - Surveys	\$350.00	
1121 - Surveys - Foundation	\$400.00	
1123 - Porta Potty	\$560.00	
1124 - Dumpster - Hauling	\$466.00	
1221 - Soil Engineering	\$77.00	
1470 - Electric service	\$632.50	
		\$16,712.43
2000 - 2999 Excavation and Foundation		
2010 - Plumbing—ground	\$2,161.50	
2010 - Plumbing—rough	\$2,161.50	
2010 - Plumbing—trim	\$2,227.00	
2012 - Plumbing—sewer	\$550.00	
2013 - Plumbing—water	\$137.50	
2101 - Concrete Material	\$4,238.00	
2104 - Concrete Labor	\$2,828.40	
2105 - Rebar and reinforcing steel	\$476.58	
2300 - Termite protection	\$131.04	
		\$14,911.52
3000 - 3999 Rough Structure		
3100 - Structural steel	\$534.45	
3105 - Nails	\$100.00	
3110 - Lumber—1st package	\$3,145.00	
3132 - Lumber— Roof Sheathing	\$432.41	
3133 - Lumber— Truss Engineering	\$108.08	
3134 - Lumber—Dry-in Package	\$2,245.00	
3140 - Trusses	\$3,220.00	
3150 - Miscellaneous lumber	\$500.00	
3210 - Framing labor	\$8,000.00	
3299 - Window	\$1,435.00	
3299 - Window; tempered bathroom	\$128.34	
3300 - Window	\$46.26	
3403 - Exterior column installation	\$150.00	
3404 - Exterior shutters	\$100.00	
3405 - Exterior shutter installation	\$60.00	
3610 - HVAC	\$9,267.00	

3810 - Electrical— labor	\$5,100.00
3810 - Electrical—rough materials	\$3,884.08
3910 - Electrical---trim	\$217.79
3912 - Soffit labor	\$380.00
3912 - Soffit materials	\$640.00

\$39,693.41

4000 - 4999 Full Enclosure

4100 - Roofing material	\$1,857.62
4102 - Roofing flashing	\$60.50
4150 - Roofing labor	\$2,790.00
4300 - Exterior door installation	\$150.00
4300 - Exterior rear door	\$382.64
4301 - Exterior rear door; laundry glass	\$75.00
4400 - Insulation	\$2,750.00

\$8,065.76

5000 - 5999 Finishing Trades

5100 - Drywall Material	\$2,200.00
5110 - Drywall Labor	\$2,242.50
5120 - Kitchen cabinets	\$3,375.00
5120 - Wilson Art formica tops	\$2,205.00
5200 - Interior trim material	\$225.20
5208 - Interior trim doors	\$876.00
5250 - Interior trim labor	\$1,500.00
5250 - Wire shelving - material/ labor	\$304.00
5300 - Painting - interior labor	\$2,332.00
5300 - Painting -exterior labor	\$2,332.00
5302 - Painting - materials	\$1,638.00
5530-Tile labor	\$652.00
5530-Tile material	\$601.44
5540 - Vinyl flooring labor	\$1,099.00
5540 - Vinyl flooring materials	\$1,789.00
5610 - Hardware	\$737.06
5650 - Appliances	\$2,247.00

\$26,355.20

6000 - 6999 Completion and Inspection

6100 - Clean-up	\$150.00
6200 - Final grade	\$400.00
6400 - Concrete labor	\$1,290.00
6403 - Concrete materials	\$882.00
6600 - Landscaping	\$365.80

\$3,087.80

TOTAL COST:

\$108,826.12

TOTAL SALES PRICE After closing fees and soft costs

\$145,000

Budget Cost Summary for Job template Plan C

Code	Estimates	
1000 - 1999 Preparation Preliminaries		
1005 - Builders Risk	\$150.00	
1006 - Appraisals	\$300.00	
1010 - Building permit	\$1,376.93	
1011 - Impact Fees	\$5,500.00	
1110 - Blueprint	\$500.00	
1112 - Clearing	\$3,000.00	
1112 - Fill	\$3,000.00	
1114 - Utilities During Construction	\$200.00	
1115 - Borings	\$200.00	
1121 - Surveys	\$350.00	
1121 - Surveys - Foundation	\$400.00	
1123 - Porta Potty	\$560.00	
1124 - Dumpster - Hauling	\$466.00	
1221 - Soil Engineering	\$77.00	
1470 - Electric service	\$632.50	
		\$16,712.43
2000 - 2999 Excavation and Foundation		
2010 - Plumbing—ground	\$2,161.50	
2010 - Plumbing—rough	\$2,161.50	
2010 - Plumbing—trim	\$2,227.00	
2012 - Plumbing—sewer	\$550.00	
2013 - Plumbing—water	\$137.50	
2101 - Concrete Material	\$3,700.00	
2104 - Concrete Labor	\$2,578.00	
2105 - Rebar and reinforcing steel	\$425.00	
2300 - Termite protection	\$120.00	
		\$14,060.50
3000 - 3999 Rough Structure		
3100 - Structural steel	\$534.45	
3105 - Nails	\$100.00	
3110 - Lumber—1st package	\$2,705.00	
3132 - Lumber— Roof Sheathing	\$386.00	
3133 - Lumber— Truss Engineering	\$108.08	
3134 - Lumber—Dry-in Package	\$2,245.00	
3140 - Trusses	\$2,956.00	
3150 - Miscellaneous lumber	\$500.00	
3210 - Framing labor	\$7,000.00	
3299 - Window	\$1,456.00	
3299 - Window; tempered bathroom	\$128.34	
3300 - Window	\$46.26	
3403 - Exterior column installation	\$150.00	
3404 - Exterior shutters	\$100.00	
3405 - Exterior shutter installation	\$60.00	

3610 - HVAC	\$8,460.00
3810 - Electrical— labor	\$4,659.00
3810 - Electrical—rough materials	\$3,480.00
3910 - Electrical---trim	\$217.79
3912 - Soffit labor	\$359.00
3912 - Soffit materials	\$628.00

\$36,278.92

4000 - 4999 Full Enclosure

4100 - Roofing material	\$1,587.00
4102 - Roofing flashing	\$60.50
4150 - Roofing labor	\$2,670.00
4300 - Exterior door installation	\$150.00
4300 - Exterior rear door	\$382.64
4301 - Exterior rear door; laundry glass	\$75.00
4400 - Insulation	\$2,750.00

\$7,675.14

5000 - 5999 Finishing Trades

5100 - Drywall Material	\$1,900.00
5110 - Drywall Labor	\$1,960.00
5120 - Kitchen cabinets	\$2,950.00
5120 - Wilson Art formica tops	\$2,060.00
5200 - Interior trim material	\$200.00
5208 - Interior trim doors	\$876.00
5250 - Interior trim labor	\$1,250.00
5250 - Wire shelving - material/ labor	\$304.00
5300 - Painting - interior labor	\$2,150.00
5300 - Painting -exterior labor	\$2,150.00
5302 - Painting - materials	\$1,538.00
5530-Tile labor	\$652.00
5530-Tile material	\$601.44
5540 - Vinyl flooring labor	\$950.00
5540 - Vinyl flooring materials	\$1,678.00
5610 - Hardware	\$737.06
5650 - Appliances	\$2,247.00

\$24,203.50

6000 - 6999 Completion and Inspection

6100 - Clean-up	\$150.00
6200 - Final grade	\$400.00
6400 - Concrete labor	\$1,290.00
6403 - Concrete materials	\$882.00
6600 - Landscaping	\$365.80

\$3,087.80

TOTAL COST:

\$102,018.29

TOTAL SALES PRICE After closing fees and soft costs

\$135,000

Budget Cost Summary for Job template Plan D

Code	Estimates	
1000 - 1999 Preparation Preliminaries		
1005 - Builders Risk	\$150.00	
1006 - Appraisals	\$300.00	
1010 - Building permit	\$1,200.00	
1011 - Impact Fees	\$5,500.00	
1110 - Blueprint	\$500.00	
1112 - Clearing	\$3,000.00	
1112 - Fill	\$3,000.00	
1114 - Utilities During Construction	\$200.00	
1115 - Borings	\$200.00	
1121 - Surveys	\$350.00	
1121 - Surveys - Foundation	\$400.00	
1123 - Porta Potty	\$560.00	
1124 - Dumpster - Hauling	\$466.00	
1221 - Soil Engineering	\$77.00	
1470 - Electric service	\$632.50	
		\$16,535.50
2000 - 2999 Excavation and Foundation		
2010 - Plumbing—ground	\$1,650.00	
2010 - Plumbing—rough	\$1,650.00	
2010 - Plumbing—trim	\$1,570.00	
2012 - Plumbing—sewer	\$550.00	
2013 - Plumbing—water	\$137.50	
2101 - Concrete Material	\$3,200.00	
2104 - Concrete Labor	\$2,400.00	
2105 - Rebar and reinforcing steel	\$356.00	
2300 - Termite protection	\$100.00	
		\$11,613.50
3000 - 3999 Rough Structure		
3100 - Structural steel	\$334.00	
3105 - Nails	\$100.00	
3110 - Lumber—1st package	\$2,456.00	
3132 - Lumber— Roof Sheathing	\$350.00	
3133 - Lumber— Truss Engineering	\$90.00	
3134 - Lumber—Dry-in Package	\$1,969.00	
3140 - Trusses	\$2,800.00	
3150 - Miscellaneous lumber	\$500.00	
3210 - Framing labor	\$6,500.00	
3299 - Window	\$1,235.00	
3299 - Window; tempered bathroom	\$128.34	
3300 - Window	\$46.26	
3403 - Exterior column installation	\$150.00	
3404 - Exterior shutters	\$100.00	
3405 - Exterior shutter installation	\$60.00	
3610 - HVAC	\$8,250.00	

3810 - Electrical— labor	\$4,306.00
3810 - Electrical—rough materials	\$3,250.00
3910 - Electrical---trim	\$217.79
3912 - Soffit labor	\$356.00
3912 - Soffit materials	\$489.00

\$33,687.39

4000 - 4999 Full Enclosure

4100 - Roofing material	\$1,457.00
4102 - Roofing flashing	\$60.50
4150 - Roofing labor	\$2,569.00
4300 - Exterior door installation	\$150.00
4300 - Exterior rear door	\$382.64
4301 - Exterior rear door; laundry glass	\$75.00
4400 - Insulation	\$2,650.00

\$7,344.14

5000 - 5999 Finishing Trades

5100 - Drywall Material	\$1,850.00
5110 - Drywall Labor	\$1,956.00
5120 - Kitchen cabinets	\$3,256.00
5120 - Wilson Art formica tops	\$2,100.00
5200 - Interior trim material	\$195.00
5208 - Interior trim doors	\$678.00
5250 - Interior trim labor	\$1,200.00
5250 - Wire shelving - material/ labor	\$245.00
5300 - Painting - interior labor	\$1,950.00
5300 - Painting -exterior labor	\$1,950.00
5302 - Painting - materials	\$1,437.00
5530-Tile labor	\$652.00
5530-Tile material	\$601.44
5540 - Vinyl flooring labor	\$876.00
5540 - Vinyl flooring materials	\$1,569.00
5610 - Hardware	\$640.00
5650 - Appliances	\$2,247.00

\$23,402.44

6000 - 6999 Completion and Inspection

6100 - Clean-up	\$0.00
6200 - Final grade	\$400.00
6400 - Concrete labor	\$1,290.00
6403 - Concrete materials	\$882.00
6600 - Landscaping	\$365.80

\$2,937.80

TOTALS: **\$95,520.77**

TOTAL SALES PRICE After closing fees and soft costs **\$125,000**

Budget Cost Summary for Job template Plan E

Code	Estimates	
1000 - 1999 Preparation Preliminaries		
1005 - Builders Risk	\$150.00	
1006 - Appraisals	\$300.00	
1010 - Building permit	\$1,200.00	
1011 - Impact Fees	\$5,500.00	
1110 - Blueprint	\$500.00	
1112 - Clearing	\$3,000.00	
1112 - Fill	\$3,000.00	
1114 - Utilities During Construction	\$200.00	
1115 - Borings	\$200.00	
1121 - Surveys	\$350.00	
1121 - Surveys - Foundation	\$400.00	
1123 - Porta Potty	\$560.00	
1124 - Dumpster - Hauling	\$466.00	
1221 - Soil Engineering	\$77.00	
1470 - Electric service	\$632.50	
		\$16,535.50
2000 - 2999 Excavation and Foundation		
2010 - Plumbing—ground	\$1,650.00	
2010 - Plumbing—rough	\$1,650.00	
2010 - Plumbing—trim	\$1,570.00	
2012 - Plumbing—sewer	\$550.00	
2013 - Plumbing—water	\$137.50	
2101 - Concrete Material	\$3,100.00	
2104 - Concrete Labor	\$2,345.00	
2105 - Rebar and reinforcing steel	\$356.00	
2300 - Termite protection	\$100.00	
		\$11,458.50
3000 - 3999 Rough Structure		
3100 - Structural steel	\$334.00	
3105 - Nails	\$100.00	
3110 - Lumber—1st package	\$2,356.00	
3132 - Lumber— Roof Sheathing	\$350.00	
3133 - Lumber— Truss Engineering	\$90.00	
3134 - Lumber—Dry-in Package	\$1,778.00	
3140 - Trusses	\$2,670.00	
3150 - Miscellaneous lumber	\$500.00	
3210 - Framing labor	\$6,000.00	
3299 - Window	\$1,235.00	
3299 - Window; tempered bathroom	\$128.34	
3300 - Window	\$46.26	
3403 - Exterior column installation	\$150.00	
3404 - Exterior shutters	\$100.00	
3405 - Exterior shutter installation	\$60.00	
3610 - HVAC	\$8,250.00	

3810 - Electrical— labor	\$4,306.00
3810 - Electrical—rough materials	\$3,250.00
3910 - Electrical---trim	\$217.79
3912 - Soffit labor	\$356.00
3912 - Soffit materials	\$489.00

\$32,766.39

4000 - 4999 Full Enclosure

4100 - Roofing material	\$1,457.00
4102 - Roofing flashing	\$60.50
4150 - Roofing labor	\$2,569.00
4300 - Exterior door installation	\$150.00
4300 - Exterior rear door	\$382.64
4301 - Exterior rear door; laundry glass	\$75.00
4400 - Insulation	\$2,650.00

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5000 - 5999 Finishing Trades

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6403 - Concrete materials	\$882.00
6600 - Landscaping	\$365.80

\$2,937.80

TOTALS: **\$94,444.77**

TOTAL SALES PRICE After closing fees and soft costs **\$122,000**

Description

Fire assesment	MI 3540 series, white vinyl, low-e, windows, screens
Permit Fees	HVAC****need details
Plan review	200 amp Meter main for required service
State surcharge	Dining room light with drop chain
Plans, engineering, wind loads	Doorbell
General engineering/SF	fan-42" and 52" fan w/ LED lighting
Clearing	Hall lights- ceiling mount contractor grade
Pad and final grade fill dirt for drainage	Porch light- ceiling mount
Porta Potty/ month	Porch light- wall mount
Final survey	CATV and telephone wiring per plan
3 Dumpster per unit	Vanity LED bulbs
Soil engineering; compaction	GFI tamper & water resistant receptacles per plan
Conduit for utilites; materials under slab	GFI tamper resistant receptacles per plans
Plumbing; as per plan	Aluminum white soffit and facia
Plumbing underground; sewer and water	30 yr. Arch. Shingle material and labor
Concrete 3000 psi w/ fiber	15 yr. year material warranty, 5 year workmanship
Concrete Environmental Fee	White drip edge and galv valley metal
Concrete labor slab, w/ curbcut	3068 FBG exterior door, composite jamb w/ viewer
Entry; porch 7' deep minimum 80% of front home	3068 FBG exterior door, composite jamb w/ glass
Interior footings	Wall and ceiling Icynene insulation
Saw control joints	1/2 hardcoat walls; 5/8" fire-rated hardcoat ceilings
Recess slab for shower; mud-set tile	1/2" durock tile backer for tubs/ shower
#5 Rebar 5/8	Kitchen; vanity tops Wilsonart formica
Rebar chairs 2-bar; box	2 1/4 primed colonial casing #366
Vapor Barrier (6mil 100x20)	3-1/4 Base colonial base #366
Termite Pretreat w/ certificate	Interior 4 Panel doors w/ lever hardware
3/4"x10" anchor bolts w/ washer-nuts	Marble sills; windows only, not transoms
LSTA-24 strap MSTA24Z	Wire shelving; pantry and closets
Simpson 3 1/2"x10 Zmax concealed flange hang	Painting Labor: Exterior and interior
Simpson HTT4 tension ties	Exterior semi-gloss acrylic door paint
Simpson titan bolts and screws	Exterior and interior tinted Valspar paint
#200 nails as needed	Schluter trim for tile
1/2x4x8 foam header insulation board	Shower flooring and wall tile - material and labor
All framing material as per code	Grab bars
3 1/2 Sill Seal 50' Roll (exterior top plates)	Exterior deadbolt door locks
6x6 Pine PT column with bases	Medicine cabinet- 14"x18"
7/16 4x81-1/8" OSB Oversized; wall sheathing	Mini blinds- all windows
7/16 4x8 OSB Roof sheathing w/ clips	Mirrors
1x10 Z flashing	Bath hardware
5/4 textured hardie trim	30" Whirlpool range w/ hood
7 1/2x12 cemplank w/ house wrap	18+ CF Whirlpool refrigerator
Rhino wrap	Driveway and walkway as per plan
Trusses; 4/12	Plants and large pine bark mulch
	Landscape sod for non-paved areas

1326 NE 15th St., Gainesville, FL



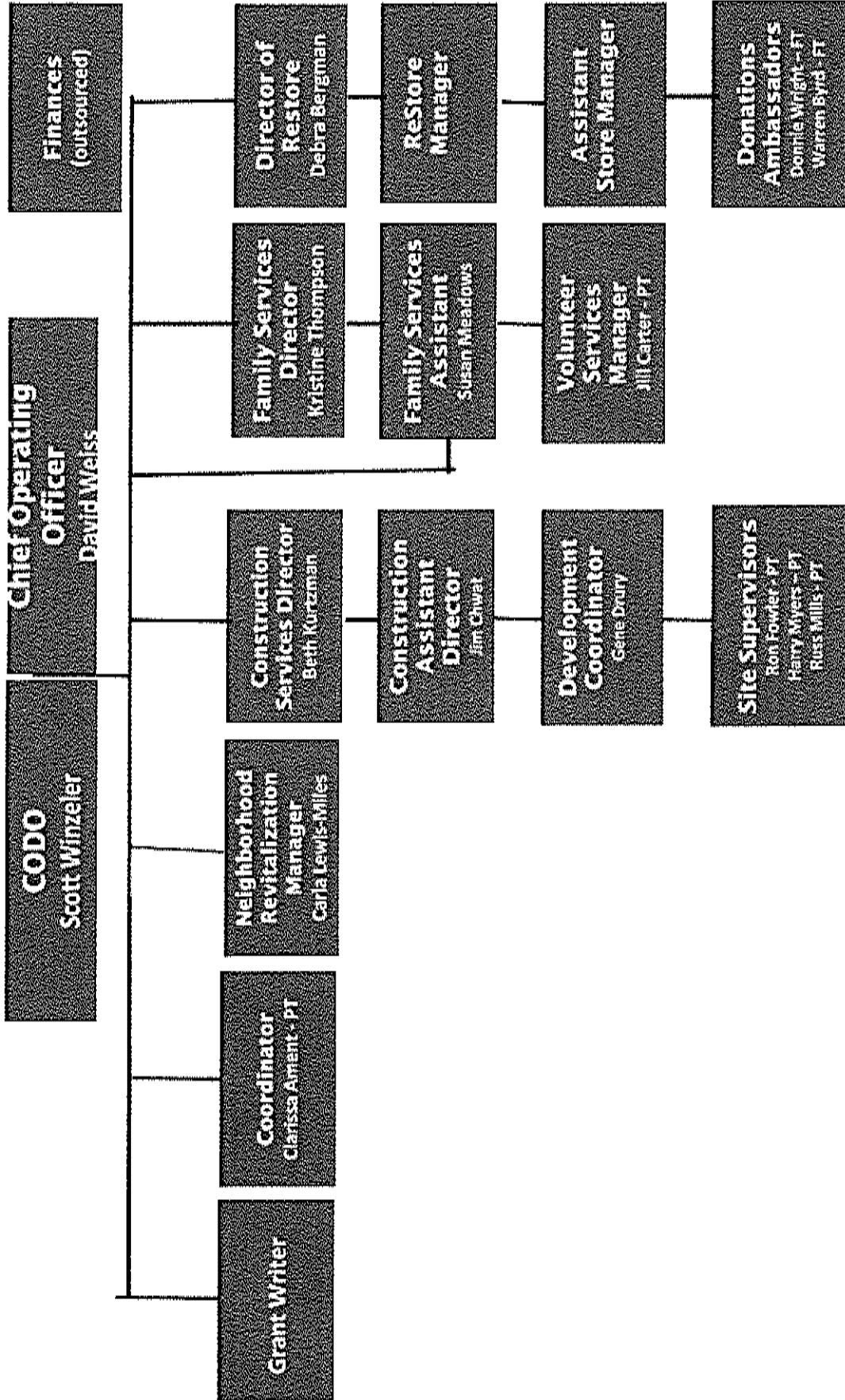
512 NW 26th Avenue, Gainesville, FL



512 NW 26th Ave, Gainesville, FL



BOARD OF DIRECTORS



Proposed Project Staff

The staff on this project will be led by David Weiss, Alachua Habitat for Humanity Chief Operating Officer. David is a licensed residential contractor in the State of Florida and several other states. He is a graduate of Purdue University School of Building Construction and has designed, built, and developed property for over 2000 homes.

Other staff include (resumes included)

Construction staff

- Beth Kurtzman (full-time)
- Jim Chwat (full-time)
- Gene Drury (full-time)

Homeowner Services

- Kristine Thompson (full-time)
- Susan Meadows (part-time)

Development

- Scott Winzeler (full-time)

Neighborhood Revitalization

- Carla Lewis Miles (full-time)

Accounting

- Clarissa Ament (part-time)
- Linda Sherman; CEO of Centerpoint Consulting, LLC (outsourced)

Staffing and Organization

- Jill Carter (part-time)

Backing and full support from our Board of Directors

David H. Weiss

(239) 404-1221 ♦ dhw49031@gmail.com

Executive Summary

Florida and Michigan Licensed Residential Builder and Real Estate Broker. A creative problem-solving executive with an entrepreneurial spirit. Highly self-motivated homebuilding professional with extensive experience locating, procuring, and developing through entitlements. Experienced at building high-volume new home developments with a turn-key approach from land purchasing, through closing of the home on each lot. Adept at developing and executing strategic objectives to meet agreed upon goals by maximizing return on the dollar through density, lot premiums, and value engineering. Strong technology skills, excellent communication and follow-up, and reputation for the ability to lead a talented team of people to meet company goals in the residential construction industry.

Chief Operating Officer

November 2017 – Current

Alachua Habitat for Humanity – Gainesville, Florida

Provide leadership of operations for the Alachua County affiliate, including managing the construction, purchasing and estimating department. Work with staff to create all construction budgets and streamline the building process. Implemented the use of the company-wide software to build more homes efficiently. Worked closely with financial institutions and our accounting firm to maximize cash flow, even through the COVID-19 pandemic. Responsible for all budgetary decisions within the organization and working with our CODO to increase donations and grants.

Vice President of Operations

June 2017 – July

2019

Custom Builder. – Gainesville, Florida

Manage operations of the Gainesville/Ocala divisions, including the construction, purchasing and estimating department, and the design studio. Create all construction budgets and responsible for profitable growth, from streamlining the building process, locating and educating superior trade partners regarding company processes, and limiting variances by completing “root cause” analysis. Implemented purchase orders for trade partners through the use of the company-wide software which increased profits by 3% in the first full year of operations. Meet personally with all clients during the red-line to finalize plans, price all custom options, and change orders. Set-up a second franchise in another city from the ground-up and worked a “turn-key” approach to building homes to limit management time, reduce waste and increase efficiency

Estimating and Purchasing Manager/ Consultant

January 2015 – June 2017

Large mid-size Builder – Gainesville, Florida

Responsible for all construction budgets, material lists, and variance investigation, and solutions, on an activity-by-activity basis. Managed the purchasing and estimating department personnel staff members to increase effective communication with trade partners. Worked along with the sales team to implement new plan designs and improve existing ones. Strategically planned for future company growth opportunities by analysis of variances to creatively solve the issues moving forward. Work with sales staff, design studio staff, management team, and clients on pricing all options and change orders, including custom options in a cost-

effective, profitable, and efficient manner. Reorganized and streamlined the estimating department in a time of growth, by converting current IHMS/ Marks System builder software from a "bid based" work order system, to a purchase order system using specific cost breakdowns based on quantity take-offs for material and labor.

Residential Real Estate Broker

August 2012 - January 2015

Premiere Plus Realty, Inc. -- Naples, Florida

Sold over \$3 million of new construction residential real estate. Extensive use of the matrix software system through our broker. Located land parcels and estimated lot preparation costs for clients to build new homes, including **working extensively with environmental engineers on wetland mitigation issues including mitigation banking.**

Majority Owner and Managing Partner

January 1995 – May 2012

Various Development Companies -- Indiana & Michigan

Located parcels of land for development, including cost analysis, in two states, 5 counties, and 6 municipalities. Negotiated the purchase price, and take-down schedule of the land, and worked with accounting team to produce complete development budget and projections package for investors and lenders. Worked with civil engineers to design the neighborhood to maximize profit based on density, lots per linear foot of road and common areas; then negotiated with government officials through entitlements. Simultaneous with engineer and governmental approvals, worked with consultants to do a statistical analysis of market demand based on demographics and MLS data, then used data-driven information to produce value-engineered, community-specific plans with the architectural team to ensure sales success. Negotiated with governmental entities to approve a county-wide tax abatement for new developments. Collaborated with Looney-Ricks-Kiss for vision and planning of a new riverfront redevelopment project. As appropriate, negotiated sewer reimbursement agreements for future compensation in exchange for extending the sewer and water to developments. Worked with the Vice President of Sales and her team, to maximize profits through premium home site pricing options. List of development projects upon request.

President CEO

January 1995 – April 2011

Production Builder – Indiana & Michigan

Set goals and approved budgets for a \$35 million dollar a year company. Leveraged my broad experience in all phases of management and construction operations to oversee and manage the day to day operations of the company's growth. Realigned the company structure, resulting in increased profits, less staff, and decreased build times. Secured over \$15 million in financing working with a variety of public and private equity firms. Spearheaded implementation of the FAST Builders System to initiate the use of a new purchase order system for tighter controls, standardization, and management by exception, with an overall net margin increase of 5% during the first two years. Oversaw market expansion into Michigan and increased volume from less than 50 closings a year to more than 200 closings a year. Approved all base plan, option and upgrade pricing based on the market and the competition. Created and designed an eight thousand square foot design studio, set margin and sales goals, and hired the staff. Through site visits, feedback and budget evaluations, conducted weekly production and scheduling meetings to strategize on hitting our targets. Met with the management team weekly. Led conversion to a formal "start package" for each new start including plans, estimate, color selections, lot placement, and change orders and enforced a time-frame for construction starts. Personally value-engineered

all plans and options to reduce costs, and simplify building while still meeting quality goals. Collaborated weekly or as needed with our sales manager to maximize our signing ratio and to increase model home and internet traffic.

Education and Licensure

- Purdue University – Bachelor of Science in Building Construction Management
- Licensed residential builder in Florida - #CRC1328135
- Licensed real estate broker in Florida - #BK3274796
- A graduate of the Bob Schultz New Homes Specialist Sales Manager and New Homes Specialist Sales Consultant training.
- Former NAHB Builder 20 Club member and one of the “Top 400 Builders in the Country”

Software Experience: Microsoft Office Suite; FAST/Constellation; ARGOS; IHMS/Marks; BuilderTrend; Softplan CAD

- Planned, scheduled, facilitated \$1.5M tenant improvement of 32,500 sq. ft. facility
- Executed \$880K in savings over 5 years by negotiating change of facility

Scott Winzeler, page 2

- Saved \$350K by convincing executive management to re-use existing walls and cabling
- Facilitated weekly meetings with stakeholders to keep project within timeline & budget
- Translated IS specs from internal engineers into useable network backbone data for GC
- Assured landlord that quality of decommissioning efforts at old facility met level of satisfaction
- Oversaw base rent disbursements of \$6.2 million/year for 29 properties
- Facilitated closure of 20 of 29 facilities, setting up remaining employees in home offices.
- Budgeted, approved and tracked facility expenditures totaling more than \$1.4 M/year

Facilities Manager

- Managed staff for (5) buildings of over 88K total sq. ft.
- Tenant Rep in \$3M construction of (2) 20K sq. ft. buildings incorporating tenant requirements and negotiating with owner and GC for their inclusion
- Organized and orchestrated rehearsal of emergency preparedness plan
- Created access control, burglary, and fire alarm system procedures and effectively communicated to all employees
- Developed daily procedures and checklists consolidating maintenance positions by 60%
- Researched back-up power options for remote R&D location; proposed, obtained approvals, and purchased (2) campus-wide back-up generators securing vital electrical connectivity saving downtime for 400+ employees during frequent outages
- Bid, interviewed, negotiated, selected & managed janitorial, landscaping, pest control, and HVAC service contracts

SYDA Foundation South Fallsburg, NY

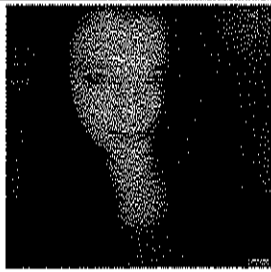
1979 - 1999

Not-for-profit organization that disseminates yoga philosophy and operates health, education and sustainable development programs in India, Mexico, and the United States.

- Lead and directed finance office, conference organization and facilities care

Education

- BA, Liberal Arts & Sciences, Bradley University, Peoria, IL
- Principles and Techniques of Fundraising, IUPUI, Indianapolis, IN
- ACCES Leadership Training (Achieving Collaborative Capacity for Executive Success), Natural Resources Leadership Institute, North Carolina State University
- Leading in a Quality Environment, Cornell University
- Various Trainings: Racial Equity, Leadership, Dealing with Difficult People, Team Building, Matrix Organization Theory and Implementation, Planning and Communication, Civil Treatment in the Workplace.



CLARISSA AMENT

BUSINESS ASSISTANT MANAGER

Profile

Highly motivated and dedicated business professional with diverse experience in providing exceptional customer service, bookkeeping, and HR management skills. Effective communicator with proven ability to quickly build relationships with both clients and business audiences. Quick learner with excellent multi-tasking skills and record of mastering new technology. Known for the ability to quickly adapt to challenging situations and creative problem-solving abilities to address business challenges

CONTACT

clarissa.ament@gmail.com

<https://www.linkedin.com/in/clarissa-ament-mba-1b1633a9>

352-682-2571

5901 NW 23rd Terr Apt 3

Gainesville, FL 32653

EDUCATION

Santa Fe College

AS Marketing Management 2014

AA Business Administration 2014

BAS Organizational Management/HR
2016

Saint Leo University

MBA Hr Concentration 2020

EXPERIENCE

BUSINESS MANAGER ASSISTANT, ALACHUA HABITAT FOR HUMANITY GAINESVILLE, FL July 2017-Present

- Performs non-profit bookkeeping functions, including donation deposits, daily sales receipt entries, accounts payable, cash flow monitoring, and payroll processing.
- Assists and communicates with accounting team on development and implementation of new accounting systems, yearly audits, payroll, and 1099 compliance.
- Assesses data and reviews invoices and company receipts for accurate coding and reconciliation with statements.
- Issues payments to vendors and suppliers while resolving any vendor problems.
- Assists with research and resolution of any financial discrepancies
- Orders and maintains office supplies while serving as IT and office equipment point person to assist employees with IT and equipment issues.
- Assists with insurance renewals, financial applications, and completes property tax exemption filings.
- Supervises payroll, electronic deposits and employee pay adjustments.
- Conducts employment verification and background investigation to facilitate hiring process.
- Creates, organizes and maintains employee personnel files.
- Guides new hires through orientation and on-boarding.
- Implements yearly employee training and compliance requirements.
- Conducts safety training meetings and documents safety processes to reduce worker's comp claims.
- Maintains and administers employee benefits programs.

HEAD CASHIER, WINN DIXIE

WILLISTON, FL Aug 1995-May 2001

- Hired, supervised, and taught employees use of registers, stock merchandising, and satisfaction of customer needs.
- Created and managed cashier schedules and breaks.
- Resolved issues with cash registers, card scanners and printers.
- Counted and balanced cashier drawers, performed bookkeeping, deposits, and monthly reconciliations.
- Maintained ATM, cash registers, and office computer equipment.
- Performed customer service, check cashing, Western Union transactions, and money order processing, tobacco, and lottery transactions.

Jill Carter
jcarter@alachuahabitat.org
Volunteer Coordinator

Education

Bachelor's Degree in Education, 1973
Oregon State University – Corvallis, Oregon

Special Education Degree Post-Graduate Work, 1975
Oregon State University – Corvallis, Oregon

Certifications & Licenses

Certified Construction Contract Document Specialist
24-hour Site Safety Certification

Experience

Alachua Habitat for Humanity 2014 – present
Volunteer Coordinator

Scheduled volunteers for administrative office and construction jobsites. Responsible for responding to volunteer inquiries. Help identify and establish database for tracking volunteers and donors.

CH2M Hill, FL 1984 - 2012
Contract Document Specialist

Responsible for maintaining firm's master specification system. Construction document development and review for firm's water services department. Responsible for maintaining firm's construction law database covering all 50 states.

Construction Site Specialist

Responsible for setting up construction office field trailers for construction projects on the East coast of the United States. Responsibilities included establishing temporary facilities, office services, office procedures, administrative support hiring and training.

Construction Services Administrator

Established new department to handle the Gainesville office's construction services paperwork. Set up system to receive and process shop drawings, pay requests, clarifications, change orders and other construction related paperwork.

Construction Cost Estimator

Developed cost estimates as requested. Supported cost estimating department by obtaining material quotes and performing quality checks on quantity take-offs.

CH2M Hill, OR 1979 - 1984
Office Services

Responsible for filling in for administrative personnel out on leave. Worked in administrative positions that handled mail, document reproduction, and reception.

Construction Cost Estimator

Support construction cost estimating department by obtaining material quotes, manually running math equations, and performing quality checks on math. Worked up to performing own cost estimates. Participated in the conversion from manual cost estimating to computerized cost estimating.

JAMES CHWAT

PROFESSIONAL EXPERIENCE

ALACHUA HABITAT FOR HUMANITY – Gainesville, FL

Assistant Construction Director Nov 2017 – present

- Oversee and act as backup for the Materials Coordinator; direct their daily activities.
- Consult with Construction Director weekly to determine upcoming tasks per site.
- Schedule contractors; cost and purchase needed materials.
- Coordinate with Volunteer Coordinator to schedule volunteers across multiple projects.
- Assign and inform Site Supervisors of upcoming tasks.
- Work with Site Supervisors to receive project updates and needed materials.
- Track and evaluate the progress of each site and resolve issues with Site Supervisors.
- Coordinate inspections as directed.
- Assist the Construction Director with day-to-day office operations as needed, including invoice approval.
- **From Mar 2020 to present:** Carried out construction/building tasks on new homes, due to COVID restrictions on volunteers.

Materials Coordinator Jun 2010 – Nov 2017

- Organized and maintained tool room and trailer inventory.
- Purchased materials and delivered to job site.
- Set up materials at sites and ensured construction readiness.
- Greet and sign in volunteers; conduct safety talks.
- Coordinate with team leaders and Site Supervisors for daily activities.

PRIOR WORK EXPERIENCE

Project Manager / Analyst

- Managed multiple voice and data cabling projects for national accounts to time and budget, including preparation of work orders, selecting subcontractors, ordering equipment, determining installation timelines, and invoicing. Provided technical support to cabling contractors.
- Provided customer service over the telephone to resolve problems and/or address concerns.

Owner / General Manager

- Founded successful sole-proprietorship of a cabling infrastructure installation company.
- Managed all phases of company startup and development, including sales and marketing, cost analysis and accounting, materials purchasing, inventory management, and subcontractor hiring.
- Provided connectivity for voice and data systems including: Local Area Network (LAN), Wide Area Network (WAN), video, and wireless data applications.

Operations Manager

- Supervised installers and engineers in phone and network installation projects.
- Received and processed service requests to meet clients' needs.
- Assisted sales department on design issues, cost analyses, and delivery of services.
- Developed training program for all company technicians; evaluated the company's current and future needs and geared training to meet these goals.

SPECIAL ACCOMPLISHMENTS

- OSHA 10 certified.
- Created Safety Data Sheet (SDS) and Best Practices reference booklets for use at each job site.
- Created job descriptions for Site Supervisors and Construction Assistants.
- Created standardized construction schedule (using Microsoft Project) for forecasting project timelines and tracking project progress.

Dorothy Elizabeth Kurtzman
111 Pine Tree Lane, Melrose, FL 32666
386-336-2474 - PrecisionBeth@gmail.com

EDUCATION

1996 Santa Fe College Gainesville, FL	Associate of Science, Building Construction Technology
1990 DeKalb Technical Institute Clarksville, GA	Certificate, Computer Programming

LICENSES

State of Florida Department of Professional Regulation
Residential and Commercial Building Code Inspector - License #BN5273 (Inactive)

CONSTRUCTION WORK EXPERIENCE

12/2017 – Present Alachua Habitat for Humanity, Inc.

DIRECTOR OF CONSTRUCTION

Hire, schedule and supervise construction department staff. Schedule subcontractors and verify quality of work and adherence to company standards. Check work for building code compliance and schedule inspections. Train site supervisors to run construction jobs on volunteer work days. Assemble documents needed for building permit packages and submit for approval. Demonstrate strong leadership, organization, management, planning, communication, timeline creation and implementation and problem solving skills. Demonstrate practical knowledge of construction methods, principles and practices.

02/2016 – 12/2017 Ronald McDonald House Charities of North Central Florida

FACILITIES MAINTENANCE MANAGER

Responsible for the maintenance of all systems and areas of the buildings and grounds. Provide for maintenance repair work either directly or performed by subcontractors. Schedule subcontractors as needed. Maintain a current inventory system and maintenance log. Identify upcoming maintenance, update and renovation needs. Conduct fire extinguisher, emergency lighting and fire alarm system inspections and tests. Supervise volunteer work details.

10/2007 -12/2017 Gainesville/Melrose FL

OWNER/MANAGER - Precision Painting and Carpentry LLC.

Providing painting, carpentry and maintenance services for private industry and for Barron Residential Construction, Inc.

Providing site supervision on volunteer work days, material take offs and carpentry work for Alachua Habitat for Humanity. Supervised and/or did carpentry work on many projects including new construction, rehabs and A Brush With Kindness projects.

10/2005 - 09/2007 Builders Professional Services, Inc., Jacksonville FL
BUILDING CODE INSPECTOR

Worked for a private provider inspection and plans examination company doing residential and commercial building code inspections in Duval, St. Johns and Putnam counties. Building inspections included foundation, slab, framing with special attention to engineering requirements, roof and wall sheathing nail off, dry-in, roofing and final.

05/2000 - 09/2005 Gainesville/Melrose, FL
SELF-EMPLOYED - Beth Kurtzman

Provided painting and carpentry services for private industry.

10/1998 — 04/2000 Woods Do It Best Lumber, Independence, KS
CONTRACTOR SALES

Worked in a large lumber/hardware store preparing estimates and orders for contractors. Also worked stocking shelves, taking inventory, mixing paint and running a cash register when needed.

05/1997 - 09/1998 Independence, KS
SELF-EMPLOYED - Beth Kurtzman

Managed and built an owner/builder home and barn including drawing the plans, permitting, material take off and ordering, scheduling and personally doing all phases of work except subcontracting plumbing, electrical and HVAC. Also, worked on other carpentry and painting jobs.

01/1996 - 04/1997 Sterling Development and Realty, Inc., Eustis, FL
ESTIMATOR/BOOKKEEPER

Responsible for the running of the construction program "Timberline" including estimating, job costing, information entry, report production, accounts payable, payroll, check register reconciliation and check production. Responsible for program maintenance including update installations, daily, weekly monthly and yearly backups and month end, quarterly and year end procedures.

02/1994 - 01/1996 Carol Barron Construction, Gainesville, FL
FIELD SUPERVISOR

Worked in a hands on and supervisory capacity in almost all phases of construction including plans interpretation, estimating, site work, batter board placement, masonry, floor and wall layout and framing, roof truss layout and placement, conventional roof framing, metal and shingle roofing, metal strapping and fastener placement, floor and roof decking, wall sheathing, siding, window and door installation, interior and exterior trim, cabinet installation, insulation, drywall, flooring, tiling and painting. Also, deck and handicap ramp construction, pole barn construction, restoration and minor electrical and plumbing.

Susan Meadows
smeadows@alachuahabitat.org
Family Service Coordinator

Education

Passed all required classes by Alachua Habitat for Humanity for a Qualified Loan Officer
Every employer had required training classes, some were specific to mortgage lender and others were more general or were about banking

Anti Money Laundering	Fair Lending
Bank Secrecy Act	Flood Disaster Protection
Truth in Lending	Fair Credit Reporting Act
Fair Housing Act	Privacy for Customer Contact Personnel
Reg Z closed end credit	Recognizing and Preventing UDAAP
Reg Z Overview	Reg B - ECOA
Reg Z Right to Cancel	Respa
Loan Originator Compliance Training	Alice training
Florida SAFE Act	

There have been many more on line, webinar, and conferences
AA degree at Santa Fe Community College

Experience

9 months at Alachua Habitat for Humanity

- Assist in the review of new applications for a Habitat Homeownership
- Process files to confirm completeness and in compliance
- Complete applications to assist clients in getting approved for Down Payment Assistance
- Communicate with potential new clients and clients in process
- Communicate with all other parties involved as needed
- Prepare documents as needed and for closing, this includes Loan Estimates, Disclosures and mortgages
- Work with title company/attorney for a smooth closing
- Request flood certification and other reports as needed
- Pull reports from loan servicing company,
- Prepare files to go to various parties, (loan servicer, Down Payment Assistance providers etc.
- Prepare spreadsheets needed in the Asset Leveraging process to report status/payments
- Monitor of files after closing, to make sure all final documents are received

6 years Housing Program Coordinator

- Process and close files for the Affordable Housing Program
- Work with the SHIP Grant, CDBG Grant, and other funding Grants when available
- Review, process Down Payment Assistance and Home Repair applications for completeness and compliance
- Work with the Fiscal department for the funding of Grants
- Keep spreadsheet up to date as needed for reporting purposes, which included the State
- Prepare required document to secure lien on property
- Determine eligibility of clients for the programs applying for
- Communicate with lenders, realtors, clients, as applicable for the various programs
- Work with Non-Profits and other Agencies under the Home Repair program
- Monitor files and spreadsheets for the completeness and compliance of documents for each client and for the funding



On a more recent basis worked on the Cares Act funding, monitoring the funding updating spreadsheet for reporting to the State

15 years as a mortgage loan processor

Reviewed applications for mortgage loans
Reviewed files for completeness and compliance
Processed files from time of application to closing
Monitored files after closing,
Set up loan files in computer program
Communicated with Realtors, clients, appraisers, title companies, etc.
Worked with 3rd party lenders for the salability of mortgage loans
Worked processing, and disbursing construction loans
serviced loans after closing - speaking with borrowers, preparing modifications, preparing satisfactions,

10 years - Closer with a title company

reviewed title commitments,
process files to be refinanced or sold
prepared document to insure buyers had clean vested title and lenders had a valid lien on property and to issue final title policies
Communicated with all parties on a file - Lenders, Realtors, buyers, sellers, etc.
Requested items such as payoffs, corrective instruments, as needed
Packaged files for the return to the Lender
Disbursed files to parties as applicable for payments due.
Presided over closings, reviewing documents with buyers and seller at closing prior to signing, making sure they were signed, witnessed and notarized properly

Carla Lewis-Miles
Clewismiles@alachuahabitat.org
Neighborhood Revitalization Coordinator

Education

A.S. Nursing

Certifications

Registered Medical Assistant

On Job Training

HFH Residential Construction

HFH Advocacy Series

HFH Quality of Life Framework

HFH Diversity and Inclusion

HFH Policy Platforms

Experience

- **Home Repair Project Management**
- **Policy Research, analysis, review, rewrite**
- **Grant writing and compliance reporting**
- **Advocate responsible for public support for or recommendation of a particular causes and policies relating to Land Use, equal access to credit, supply and preservation and creating communities of opportunity**
- **Collaboration specialist responsible for implementing and managing an organization's collaboration platform while improving outreach to clients and residents and partners**

Kristine M. Thompson

2837 N.W. 41st Avenue Gainesville, FL 32605 | C: (352) 682-0553 | ktnewell59@yahoo.com

Professional Profile

Experienced Program Director with 35 years of unique experience in managing non-profit agency operations and programs. Extensive experience in program development, case management, partnering with community service agencies, supervising and training staff. Strong communication and presentation skills; able to manage diverse teams, organize and implement change and achieve performance goals.

Skill Highlights

- ✔ **Strategic Planning & Implementation**
- ✔ **Qualified Loan Originator**
- ✔ **Order appraisals, title commitment and surveys**
- ✔ **Execute sales agreement, loan application and closing disclosure**
- ✔ **Policy and Procedure Development**
- ✔ **Project Management & Budgets**
- ✔ **Staff Management**
- ✔ **Program Development & Implementation**
- ✔ **Excellent Leadership Skills**
- ✔ **Property Acquisition**
- ✔ **Construction & Critical Home Repair Experience**
- ✔ **Strong Communications Skills**
- ✔ **HUD certified Credit Counselor**
- ✔ **Quality Assurance & Risk Management**
- ✔ **Community Relations**
- ✔ **Facilitation / Presentations**
- ✔ **Agency Reporting**
- ✔ **Case Management**
- ✔ **Program Grant Compliance**
- ✔ **Tracking data / Reports**

Experience

Director of Services

- Leadership role in agency's nine years Strategic planning, vision and implement changes.
- Development and Direct programs provided by agency.
- Establish agencies policy and procedures.
- Conduct staff performance reviews, to ensure skilled workforce.
- Administers all areas of Program compliance to insure that agency is meeting grant requirements.
- Assist in the development and oversight of annual program budget and profit and loss analysis.
- Responsible for applying for SHIP down payment assistance and Homeownership Pool Loans (HOP).

- Provide community awareness presentations and facilitate program orientations.
- Responsible for hiring, disciplinary action or termination of employees.
- Collaborate with other non-profit agencies and managing community partner's relationships.
- Preparation of lending estimate and closing disclosure for mortgages.
- Exceeded expectations of improvement of mortgage delinquencies

Case Management

- Lead Case Manager for State of Florida Welfare Transition Program with the oversight of 6 case managers.
- Conduct client intake and completion of needs assessment for diversified population.
- Acceptance of applications for services; verifies income, runs criminal background checks and conducts home visit
- Assist and collaborate as a referral agency for client to inquire for alternative services.
- Monitor caseload to assure client is meeting program requirements.
- Being compassionate to client's situation and working with them in a positive manner.

Work History

Alachua Habitat for Humanity – 2011-Present

Family Service Director

Santa Fe Community College - 2003-2010

Lead Case Manger Welfare Transition Program

Big Brothers/Big Sisters of Hillsdale County, Hillsdale, Michigan – 2003-2006

Director of Services

Hillsdale County Senior Center – 1990-2003

Program Director/Case Management

Education

Interlachen High School. Interlachen, Florida.

Santa Fe Community College

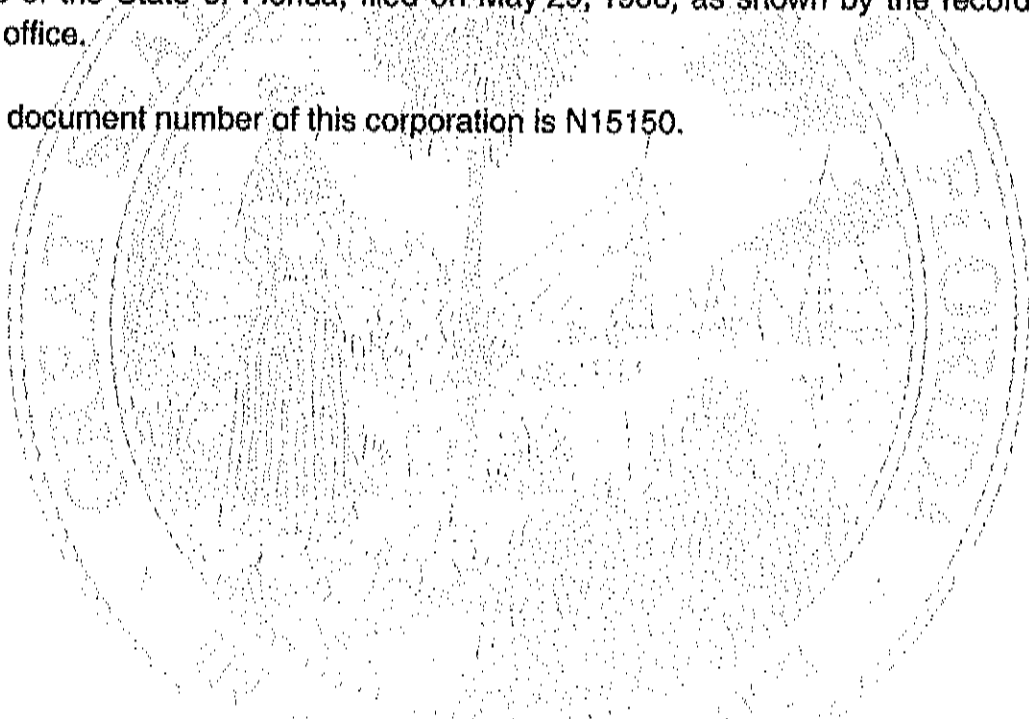
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ALACHUA HABITAT FOR HUMANITY, INC., a corporation organized under the laws of the State of Florida, filed on May 29, 1986, as shown by the records of this office.

The document number of this corporation is N15150.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirteenth day of October, 2010



CR2E022 (01-07)

Dawn K. Roberts
Dawn K. Roberts
Secretary of State

ARTICLES OF INCORPORATION
OF
ALACHUA HABITAT FOR HUMANITY, INC.

FILED
NOV 20 1977

ARTICLE I

NAME

The name of this corporation is ALACHUA HABITAT FOR HUMANITY, INC.

ARTICLE II

STATEMENT OF CORPORATE NATURE

This is a nonprofit organization organized solely for general charitable purposes pursuant to the Florida Corporations Not for Profit Law.

ARTICLE III

PURPOSE

A. The specific and primary purposes for which this corporation is formed are to be a related and affiliated organization to HABITAT FOR HUMANITY, INC., having its principal place of business at 417 West Church Street, Americus, Georgia, 31709, and to assist HABITAT FOR HUMANITY, INC., in fulfilling its stated purposes which include:

1. To implement the gospel of Jesus Christ throughout the United States and around the world by working with economically disadvantaged people to help them create a better human habitat in which to live and work.

2. To cooperate with other charitable organizations, through grants and otherwise, which are working to develop a better habitat for economically disadvantaged people.

3. To communicate the gospel of Jesus Christ by means of the spoken word, and by distribution of Bibles and other Christian literature.

4. To receive, maintain and accept, as assets of the corporation, any property, whether real, personal or mixed, by way of gift, bequest, devise or purchase, from any person, firm trust, or corporation, to be held, administered and disposed of in accordance with and pursuant to the provisions of this Articles of Incorporation, but no gift, bequest, devise or purchase of any such

property shall be received or made and accepted if it is conditioned or limited in such manner as shall require the disposition of income or principal to any organization other than a "charitable organization" or for any purpose other than "charitable purposes" within the respective meanings of such quoted term as defined in Articles VIII and IX, or which would jeopardize the Federal Income Tax exemption of this corporation pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, as now in force or acts in amendment thereof of substitution thereof.

B. The general purposes for which this corporation is formed are to operate exclusively for such charitable purposes as will qualify it as an exempt organization under Section 501 (c) (3) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws, including for such purpose, the making of distributions to organizations which qualify as tax exempt organizations under the Code.

C. Notwithstanding any other provision of these Articles, this corporation shall not carry on any other activities not permitted to be carried on by (1) a corporation exempt from Federal Income tax under Section 501 (c) (3) of the Internal Revenue Code of 1954, or the corresponding provision of any future United States Internal Revenue Law or (2) a corporation contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United States Internal Revenue Law.

ARTICLE IV

POWERS

A. In connection with the foregoing purposes, the corporation shall be possessed, though not by way of limitation, of each and every power provided by the laws of the State of Florida, as they now exist, or as they may hereafter exist, pertaining to corporations not for profit.

B. The corporation shall hold and manage all property received and accepted by it to be administered hereunder, and shall pay over, transfer, distribute, administer, or otherwise deal with the principal and income thereof, in such manner or manners, and at

such time or times, as in the judgment of the directors shall be suited to carry out the foregoing purposes, including without hereby limiting the generality of the foregoing language, the acquisition by purchase, gift, rental, or otherwise, and the management, care, sale or lease, or other disposition of, real property, and interest in real property, including buildings and other improvements thereon, the construction, reconstruction, repair and/or alteration of such buildings and other improvements, the acquisition by purchase, gift, rental or otherwise, and the preparation, sale, dispensation, lease, or other disposition of equipment, supplies, and other personal property and interests in personal property of whatsoever name or nature, and the retention of the services (whether directly or through contract or other arrangement with others), or employment of professional personnel, managers, administrators, assistants, secretaries, and other persons, agents, servant and employees, provided always, however, that no part of the property held by the corporation or the earnings thereon, shall inure or be payable to or for the benefit of any private shareholder or individual and no substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, or the participation in, or intervention (including the publishing or distributing of statements) in any political campaign on behalf of any candidate for public office.

C. Only such powers shall be exercised as are in furtherance of tax-exempt purposes of the corporation and as may be exercised by an organization exempt under Section 501 (c) (3) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended and by an organization contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code as they now exist or as they may hereafter be amended.

ARTICLE V

MEMBERS

The members of this corporation shall be its directors and any other persons or class of persons that shall be specified in the By-Laws of the corporation, as may be amended from time to time, to be members of the corporation. The members of this corporation shall have no right, title, or interest whatsoever in its income

property or assets, nor shall any portion of such income, property or assets be distributed to any member on the dissolution or winding up of this corporation. Members of this corporation shall not be personally liable for the debts, liabilities or obligations of the corporation and shall not be subject to any assets.

ARTICLE VI

TERM

This corporation shall have perpetual existence.

ARTICLE VII

The names and residence address of the subscribers to these Articles of Incorporation are as follows:

WARREN LANE	526 Northwest 91st Street Gainesville, Florida 32607
GLADYS LANE	526 Northwest 91st Street Gainesville, Florida 32607
DEBRA VAN HISE	3642 Northwest 107th Terrace Gainesville, Florida 32606

ARTICLE VIII

OFFICERS

The affairs of this corporation shall be managed by the following officers: President, one or more Vice Presidents, Secretary and Treasurer, and such other officers as may be prescribed by the By-Laws. Each officer shall be elected by the Board of Directors at the annual meeting. The powers, duties and terms of office of all officers and method of filling vacancies in office shall be prescribed in the By-Laws. Each officer shall perform the duties of the office until a successor has been elected.

The names of the officers who are to serve until the first election under the By-Laws are:

President - GLADYS LANE
Vice President - Rev. Phil Kniss
Secretary - Debra Van Hise
Treasurer - Warren Lane

ARTICLE IX

BOARD OF DIRECTORS

The business and affairs of the corporation shall be managed

by a Board of Directors. The number of directors of the corporation shall be not less than twelve nor more than thirty.

The directors shall be elected at the annual meeting of the corporation and shall serve for a term of three years and until the qualification of their successors in office. The terms of directors shall be phased so that as nearly as possible, one-third of the directors shall have terms expiring and shall be elected each year.

The names and addresses of the first members of the Board of Directors are as follows:

CORNELIUS H. BONNER, JR.	2007 Northwest 7th Terrace Gainesville, FL 32609
DENNIS COLLETT	2510 Northwest 54th Terrace Gainesville, FL 32606
TOM DOBSON	1049 Southwest 11th Terrace Gainesville, FL 32601
REBECCA FAY GEORGE	420 Northeast 19th Drive Gainesville, FL 32601
PHIL KNISS	3725 Northwest 7th Place Gainesville, FL 32607
ARNOLD NELSON	5224 Northeast 77th Avenue Gainesville, FL 32609
GLADYS LANE	526 Northwest 91st Street Gainesville, FL 32607
WARREN LANE	526 Northwest 91st Street Gainesville, FL 32607
EUGENE MILLS	814 Southwest 5th Street Gainesville, FL 32601
ELIZABETH SPENCER	P.O. Box 1702-52 Gainesville, FL 32602
MARY ANN SOMERA	431 Northwest 32d Avenue Gainesville, FL 32609
DEBRA VAN HISE	3642 Northwest 107th Terrace Gainesville, FL 32606

ARTICLE X

BY-LAWS

The By-Laws of the corporation are to be made, altered or rescinded by the members of the Board of Directors at any annual meeting or special meeting by a two-thirds vote of the members present.

ARTICLE XI

RESIDENT AGENT AND PLACE OF BUSINESS

The initial resident agent of the corporation shall be

Warren E. Lane

and the initial place of business of the corporation shall be:

526 Northwest 91st Street
Gainesville, Florida 32607

ARTICLE XII

AMENDMENT TO ARTICLES OF INCORPORATION

The Articles of Incorporation may be amended by the members of the Board of Directors at any annual meeting or special meeting by a two-thirds vote of the members present.

ARTICLE XIII

DISPOSITION UPON DISSOLUTION

In the event of the dissolution of this corporation, or in the event that it shall cease to carry out the objects and purposes herein set forth, all the business, property and assets of the corporation shall go and be distributed to such non-profit, charitable corporation, municipal corporation or corporations which are described in the provisions of Section 501(c)(3) of the Internal Revenue Code of 1954, as may be selected by the Board of Directors of this corporation. In no way shall any of the assets or property of this corporation, or proceeds of any of the assets or property, in the event of dissolution, go or be distributed to members, either for the reimbursement of any sums subscribed, donated, or contributed by such members or for any other purpose.

WITNESS the hands and seal of the incorporators this 21st day of May, 1986.

Gladys Lane (SEAL)
GLADYS LANE

Debra Van Hise (SEAL)
DEBRA VAN HISE

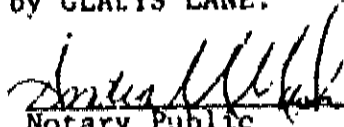
Warren Lane (SEAL)
WARREN LANE

I hereby accept the designation as Resident Agent of the above corporation.

Warren Lane
WARREN LANE
526 Northwest 91st Street
Gainesville, Florida 32607

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this
21st day of May, 1986, by GLACYS LANE.

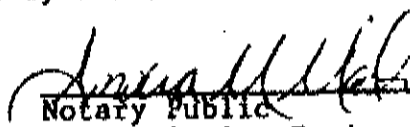


Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires March 29, 1988

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this
21st day of May, 1986, by DEBRA VAN HISE.

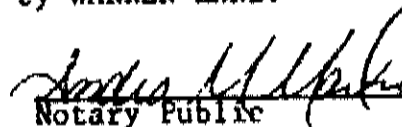


Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires March 29, 1988

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this
21st day of May, 1986, by WARREN LANE.



Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires March 29, 1988

[Handwritten mark]

Alachua Habitat for Humanity, Inc.

Financial Statements
And
Independent Auditors' Report

June 30, 2019 and 2018

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Kattell and Company, P.L.

Certified Public Accountants Serving the Nonprofit Community

808-B NW 16th Avenue Gainesville, Florida 32601 352-395-6565 www.kattell.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors,
Alachua Habitat for Humanity, Inc.

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of Alachua Habitat for Humanity, Inc. (the Corporation), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements.

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility.

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Corporation as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Kattell and Company, P.L.

December 12, 2019
Gainesville, Florida

"Not everything that counts can be counted, and not everything that can be counted counts."
-Albert Einstein

Statements of Financial Position
June 30, 2019 and 2018
Alachua Habitat for Humanity, Inc.

	<u>2019</u>	<u>2018</u>
Assets		
Cash	\$ 247,911	\$ 294,333
Investments	115,557	24,256
Inventory	38,000	36,000
Receivables:		
Grants and Contributions	92,582	95,033
Other	49,497	34,890
Deposits – AmeriNat	51,515	43,952
Prepaid Expenses	9,061	9,745
Construction in Progress	585,964	407,519
Mortgage Notes Receivable, Net	1,617,189	1,803,900
Property and Equipment, Net	782,787	801,072
Land Held for Future Use	255,921	248,600
	<u>3,845,984</u>	<u>3,799,300</u>
Total Assets	<u>\$ 3,845,984</u>	<u>\$ 3,799,300</u>
Liabilities and Net Assets		
Liabilities:		
Line of Credit	\$ 134,606	\$ 135,000
Accounts Payable	45,601	56,599
Accrued Payroll Expenses	54,838	60,071
Deposits Held	12,001	8,751
Mortgage Escrow	51,515	44,718
Note Payable	16,250	16,250
	<u>314,811</u>	<u>321,389</u>
Total Liabilities	314,811	321,389
Net Assets:		
Without Donor Restrictions	3,524,079	3,317,868
With Donor Restrictions	7,094	160,043
	<u>3,531,173</u>	<u>3,477,911</u>
Total Net Assets	<u>3,531,173</u>	<u>3,477,911</u>
Total Liabilities and Net Assets	<u>\$ 3,845,984</u>	<u>\$ 3,799,300</u>

See accompanying notes.

Statement of Activities
For the Year Ended June 30, 2019
Alachua Habitat for Humanity, Inc.

	Without Donor Restriction	With Donor Restriction	Total
Support and Revenue:			
Contributions:			
Individuals	\$ 101,795	\$ --	\$ 101,795
Businesses and Foundations	218,659	1,250	219,909
Churches	13,923	--	13,923
Women Build	--	7,640	7,640
Signature Event	30,832	--	30,832
In Kind	117,624	--	117,624
Other	12	--	12
Interest Income - Mortgages	91,133	--	91,133
Government Grants	307,609	--	307,609
CCTCP (Tax Credit Program)	187,000	--	187,000
Sales -- Resale Center	458,419	--	458,419
Sale of Homes	719,372	--	719,372
Other Support and Revenue	57,958	--	57,958
Satisfaction of Program			
Restrictions	<u>161,839</u>	<u>(161,839)</u>	<u>--</u>
Total Support and Revenue	2,466,175	(152,949)	2,313,226
Expenses:			
Program:			
ReStore	382,808	--	382,808
Home Ownership	1,684,189	--	1,684,189
Management and General	177,483	--	177,483
Fundraising	<u>100,337</u>	<u>--</u>	<u>100,337</u>
Total Expenses	<u>2,344,817</u>	<u>--</u>	<u>2,344,817</u>
Excess Revenues over/(under) Expenses	121,358	(152,949)	(31,591)
Gains on Sale of Assets	<u>84,853</u>	<u>--</u>	<u>84,853</u>
Change in Net Assets	206,211	(152,949)	53,262
Net Assets, Beginning of Year	<u>3,317,868</u>	<u>160,043</u>	<u>3,477,911</u>
Net Assets, End of Year	<u>\$ 3,524,079</u>	<u>\$ 7,094</u>	<u>\$ 3,531,173</u>

See accompanying notes.

Statement of Activities
For the Year Ended June 30, 2018
Alachua Habitat for Humanity, Inc.

	Without Donor Restriction	With Donor Restriction	Total
Support and Revenue:			
Contributions:			
Individuals	\$ 105,714	\$ 1,000	\$ 106,714
Businesses and Foundations	131,662	84,967	216,629
Churches	15,978	9,005	24,983
Women Build	--	26,935	26,935
Signature Event	45,205	--	45,205
In Kind	175,486	--	175,486
Other	4,036	--	4,036
Interest Income - Mortgages	80,922	--	80,922
Government Grants	74,641	--	74,641
CCTCP (Tax Credit Program)	249,000	--	249,000
Sales – Resale Center	437,331	--	437,331
Sale of Homes	677,767	--	677,767
Other Support and Revenue	94,702	--	94,702
Satisfaction of Program Restrictions	123,268	(123,268)	--
Total Support and Revenue	2,215,712	(1,361)	2,214,351
Expenses:			
Program:			
ReStore	369,292	--	369,292
Home Ownership	1,381,364	--	1,381,364
Management and General	186,025	--	186,025
Fundraising	113,973	--	113,973
Total Expenses	2,050,654	--	2,050,654
Excess Revenues over/(under) Expenses	165,058	(1,361)	163,697
Gain on Sale of Assets	78,735	--	78,735
Change in Net Assets	243,793	(1,361)	242,432
Net Assets, Beginning of Year	3,074,075	161,404	3,235,479
Net Assets, End of Year	\$ 3,317,868	\$ 160,043	\$ 3,477,911

See accompanying notes.

Statements of Cash Flows
For the Years Ended June 30, 2019 and 2018
Alachua Habitat for Humanity, Inc.

	<u>2019</u>	<u>2018</u>
Cash Flows From Operating Activities:		
Change in Net Assets	\$ 53,262	\$ 242,432
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by (Used in) Operating Activities:		
Donated Non-cash Assets	(16,000)	(54,500)
Depreciation	38,527	38,201
Gain on Repossession	--	(39,368)
Net Investment Income Reinvested	(1,555)	(3,554)
Changes in:		
Inventory – Resale Center	(2,000)	(6,000)
Receivables	(12,156)	(95,100)
Deposits – AmeriNational	(7,563)	4,316
Prepaid Expenses	684	(2,823)
Construction in Progress	(123,079)	(79,222)
Mortgage Notes Receivable	(345,044)	(297,534)
Accounts Payable and Accrued Expenses	(16,231)	22,659
Deposits and Mortgage Escrow	<u>10,047</u>	<u>(4,352)</u>
Net Cash Provided by (Used in) Operating Activities	(421,108)	(274,845)
Cash Flows From Investing Activities:		
Securities Purchased	(349,746)	--
Securities Sold	260,000	265,000
Purchases of Fixed Assets	(20,242)	(34,631)
Purchase of Land Held for Future Use	<u>(46,687)</u>	<u>(35,100)</u>
Net Cash Provided by (Used in) Investing Activities	(156,675)	195,269
Cash Flows From Financing Activities:		
Payments on Line of Credit	(160,394)	(145,604)
Borrowings Under Line of Credit	160,000	140,604
Proceeds from Note Payable	--	16,250
Proceeds from Sale of Mortgages Receivable	<u>531,755</u>	<u>157,932</u>
Net Cash Provided by (Used in) Financing Activities	531,361	169,182
Net Change in Cash	(46,422)	89,606
Cash, Beginning of Year	<u>294,333</u>	<u>204,727</u>
Cash, End of Year	<u>\$ 247,911</u>	<u>\$ 294,333</u>

Supplemental Disclosures

Cash Paid for Interest	<u>\$ 4,598</u>	<u>\$ 7,519</u>
Value of Land Held for Future Use transferred to Construction in Progress	<u>\$ 55,366</u>	<u>\$ 106,000</u>
Value of Foreclosed Mortgage added to Construction in Progress	<u>\$ --</u>	<u>\$ 65,000</u>

See accompanying notes.

Statement of Functional Expenses
For the Year Ended June 30, 2019
Alachua Habitat for Humanity, Inc.

	<u>Program Services</u>		<u>Supporting Activities</u>		<u>Total</u>
	<u>ReStore</u>	<u>Home Ownership</u>	<u>Management and General</u>	<u>Fundraising</u>	
Salaries and Benefits	\$ 277,682	\$ 354,816	\$ 77,134	\$ 61,707	\$ 771,339
Advertising	1,957	--	8,219	--	10,176
Automobile Expenses	13,660	14,707	3,197	2,558	34,122
Supplies & Equipment	6,008	6,883	1,496	1,197	15,584
Bank/Credit Card/Other Fees	11,181	--	--	--	11,181
Repairs & Maintenance	4,240	19,699	2,028	1,623	27,590
Professional Associations	285	11,432	--	--	11,717
Occupancy and Insurance	39,033	20,497	4,456	3,564	67,550
Cost of Homes Sold	--	659,893	--	--	659,893
Cost of Home Repairs	--	261,998	--	--	261,998
Cost of Neighborhood Development	--	29,854	--	--	29,854
Payments to Affiliates	--	--	8,474	--	8,474
Professional Services	--	--	59,402	--	59,402
Mortgage Servicing Fees	--	8,039	--	--	8,039
Other Program	4,121	41,003	--	--	45,124
Event	--	--	--	25,331	25,331
Staff and Volunteer Appreciation	--	--	5,572	--	5,572
Staff Training and Development	1,534	7,504	1,631	1,305	11,974
Printing & Postage	1,429	3,591	781	624	6,425
Meeting Expenses	14	1,606	--	--	1,620
Interest Expense	--	4,598	--	--	4,598
Depreciation	19,099	13,969	3,031	2,428	38,527
Grants/Assistance to Individuals- Mortgage Discount	--	222,821	--	--	222,821
Other	2,565	1,279	2,062	--	5,906
Total Expenses	\$ 382,808	\$ 1,684,189	\$ 177,483	\$ 100,337	\$ 2,344,817

See accompanying notes.

Statement of Functional Expenses
For the Year Ended June 30, 2018
Alachua Habitat for Humanity, Inc.

	<u>Program Services</u>		<u>Supporting Activities</u>		<u>Total</u>
	<u>ReStore</u>	<u>Home Ownership</u>	<u>Management and General</u>	<u>Fundraising</u>	
Salaries and Benefits	\$ 255,169	\$ 291,622	\$ 116,649	\$ 65,614	\$ 729,054
Advertising	399	--	994	--	1,393
Automobile Expenses	16,130	7,555	3,022	1,707	28,414
Supplies & Equipment	4,537	15,884	6,353	3,590	30,364
Bank/Credit Card/Other Fees	14,055	--	2,941	--	16,996
Repairs & Maintenance	10,171	10,338	828	--	21,337
Professional Associations	3,050	12,108	--	--	15,158
Occupancy and Insurance	34,486	24,691	9,876	5,581	74,634
Cost of Homes Sold	--	587,125	--	--	587,125
Cost of Home Repairs	--	60,064	--	--	60,064
Payments to Affiliates	--	--	7,270	--	7,270
Professional Services	--	--	19,967	--	19,967
Mortgage Servicing Fees	--	11,322	--	--	11,322
Other Program	900	50,053	--	--	50,953
Event	--	--	--	32,668	32,668
Staff and Volunteer Appreciation	1,308	--	7,076	--	8,384
Staff Training and Development	2,799	2,955	1,182	668	7,604
Printing & Postage	1,300	6,923	2,769	1,565	12,557
Meeting Expenses	--	2,067	--	--	2,067
Interest Expense	--	7,519	--	--	7,519
Depreciation	18,420	12,635	4,566	2,580	38,201
Grants/Assistance to Individuals- Mortgage Discount	--	276,485	--	--	276,485
Miscellaneous	6,568	2,018	2,532	--	11,118
Total Expenses	<u>\$ 369,292</u>	<u>\$ 1,381,364</u>	<u>\$ 186,025</u>	<u>\$ 113,973</u>	<u>\$2,050,654</u>

See accompanying notes.

Notes to Financial Statements
June 30, 2019 and 2018
Alachua Habitat for Humanity, Inc.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Alachua Habitat for Humanity, Inc. (the Corporation), a not-for-profit corporation, provides affordable housing to low-income families in the Alachua County area. Qualified families have a demonstrated need, an ability to repay an interest-free mortgage, and a willingness to volunteer 400 hours of their time.

Income Taxes

The Corporation is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and does not earn any unrelated business income. Therefore, no provision for income taxes is reflected in the accompanying financial statements. In addition, the Corporation qualifies for the charitable contributions deduction and has been classified by the Internal Revenue Service as an organization that is not a private foundation. The Corporation is operated exclusively for charitable, scientific and educational purposes.

Basis of Accounting

The financial statements of the Corporation have been prepared on the accrual basis of accounting and are presented using accounting principles generally accepted in the United States of America.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

Cash

The Corporation considers all checking and savings accounts to be cash. The Corporation had approximately \$0 and \$80,990 of deposits in excess of amounts insured by the Federal Deposit Insurance Corporation at June 30, 2019 and June 30, 2018, respectively.

Investments

All investment securities have readily determinable fair values and are reported at fair value. Fair value is determined by reference to quoted prices in active markets for identical assets and other relevant information generated by market transactions (also known as Level 1 of the fair value hierarchy.)

Inventory – Resale Center

All items sold in the resale center are donated to the Corporation. Donated items are valued at their fair value at the time of contribution and are typically sold or otherwise disposed of shortly after being donated.

Construction in Progress

Construction in progress consists of the accumulated costs of construction of single-family houses. Accumulated costs may include goods or services purchased or the fair value of goods or services received through donation. The single-family homes will be sold to qualified persons as part of the Corporation's home ownership program.

Land Held for Future Use

Land held for future use is comprised of purchased and contributed lots held for future development or sale to qualified persons. Additionally, land held for future use represents development costs incurred for infrastructure for the Celebration Oaks residential subdivision in Alachua County. The lots owned by the Corporation will be used to build single-family homes.

Notes to Financial Statements
June 30, 2019 and 2018
Alachua Habitat for Humanity, Inc.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property, Plant and Equipment

Property, plant and equipment are valued at cost when purchased, or at fair value at the time of donation. Depreciation of property and equipment is computed over the estimated useful lives of the respective assets on the straight-line basis. Estimated useful lives range from three to ten years for equipment and forty years for buildings. The Corporation's policy is to capitalize items with a cost or estimated fair value greater than \$1,000.

Management reviews property and equipment for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Impairment is measured by comparing the carrying amount of the asset to the sum of expected future cash flows (undiscounted and without interest charges) resulting from use of the asset and its eventual disposition.

Advertising

The Corporation expenses advertising costs as they are incurred.

Concentration

The Corporation relies heavily on donations from individuals, churches, and organizations from the North Central Florida area.

Net Assets

The Corporation's net assets, the excess of assets over liabilities, are reported in two classes that are based upon existence or absence of restrictions on use that are imposed by its donors, as follows:

Net Assets Without Donor Restrictions are available for use in general operations. The only limits of these net assets are the broad limits resulting from the nature of the organization.

Net Assets With Donor Restrictions are restricted by a donor to be used for a particular purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. When a donor's restriction is satisfied, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions.

Revenue Recognition

Contributions. Contributions are recognized as revenue when they are received or unconditionally pledged. Contributions are recorded at their estimated fair values. The Corporation reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is when a stipulated time restriction ends or purpose restriction is accomplished, donor-restricted net assets are reclassified to net assets without donor restrictions and reported as net assets released from restrictions. However, contributions that are restricted by a donor are reported as increases in net assets without donor restrictions if the restrictions expire in the same fiscal year in which the contributions are recognized.

Contributed Services. Contributions of services are recognized when received if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

Notes to Financial Statements
June 30, 2019 and 2018
Alachua Habitat for Humanity, Inc.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Revenue Recognition (continued)

Government Grants – Government grants consist primarily of cost reimbursement contracts. Revenues are recognized when the Corporation incurs allowable costs. The Corporation reports grants receivable to the extent that funding is received after allowable costs are incurred.

Donated Materials – Donated materials and equipment are reflected as contributions in the accompanying financial statements at their estimated fair values at date of receipt.

Inventory – Resale Center – The Corporation operates a thrift shop where donated household furniture, building supplies and other goods are held for resale. Items donated are reflected as resale center sales in the statement of activities or as inventory on the statement of financial position.

Imputed Interest on Mortgages – The Corporation sells the homes it builds and takes a mortgage note receivable with zero percent interest. The Corporation imputes interest at a risk adjusted rate by computing a discount on the note when signed. As payments are received, a portion of the payment is credited to interest income using the effective interest method of discount amortization.

Functional Expenses

Expenses are summarized on a functional basis. Direct expenses are assigned to the various functional categories based on the purpose achieved by each expense. Salaries and related expenses are distributed based on the estimated portion of time spent by respective employees for each function. All other indirect expenses are allocated among program and supporting service classifications on the same basis as staff time. The following is a summary description of functional expense categories:

ReStore – The Corporation owns and operates a resale store which provides discounted building supplies and furnishings to low income families to enable them to better maintain their homes. This operation provides a vehicle for accepting, distributing and selling donated goods. Also, revenue from the store generates financial resources for funding programs.

Home Ownership – The Corporation builds new homes that are made available for sale to eligible home buyers. The Corporation facilitates a loan program that is available to eligible home buyers to finance the purchase of their home. In addition, the Corporation assists homeowners with home repairs.

Management and General – These expenses include the costs of operations which do not relate specifically to other functional categories, but benefit all functions indirectly.

Fundraising – These expenses include the costs of fundraising efforts.

Change in Accounting Standards

The Organization implemented Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*, in the current year, applying the changes retrospectively. The new standards changed the following aspects of these financial statements:

- The permanent and temporarily restricted net asset classes were combined and have been renamed net assets with donor restrictions.
- The unrestricted net asset class has been renamed net assets without donor restrictions.
- The financial statements include a note about availability and liquidity of financial assets. (See Note 2)
- This change had no effect on total net assets at June 30, 2018.

Notes to Financial Statements
June 30, 2019 and 2018
Alachua Habitat for Humanity, Inc.

NOTE 2 – LIQUIDITY AND AVAILABILITY

The Corporation's financial assets available within one year of the date of the statement of financial position for general expenditure are as follows.

	<u>2019</u>	<u>2018</u>
Financial Assets:		
Cash	\$ 246,377	\$ 294,333
Investments	115,557	24,256
Receivables	142,374	129,923
Deposits - AmeriNat	51,220	43,952
Mortgage Notes Receivable	<u>1,617,188</u>	<u>1,803,900</u>
Total Financial Assets	2,172,716	2,296,364
Not available for general expenditure:		
Mortgage Notes Receivable due after one year	<u>(1,458,679)</u>	<u>(1,632,043)</u>
Amounts available for general expenditure within one year	<u>\$ 714,037</u>	<u>\$ 664,321</u>

The Corporation has structured its financial assets to be available as its general expenditures and liabilities come due.

From time to time, the Corporation will sell a portion of its mortgage portfolio to finance housing projects. The funds received in these sales are invested in highly liquid marketable securities and are drawn down as needed. See Note 6. The Corporation has no other policy or practice regarding investment of financial assets in excess of immediate cash needs.

The Corporation has entered into a line of credit agreement with a bank to finance certain construction costs on new homes. See Note 8.

NOTE 3 – MORTGAGE ESCROW DEPOSITS

The Corporation contracts with AmeriNat to service its mortgages. Under the agreement, AmeriNat collects mortgage payments and administers the escrow funds on behalf of the Corporation. The amount held by AmeriNat is reported as Deposits – AmeriNat on the Statements of Financial Position. The amount held on behalf of mortgagors is reported as Mortgage Escrow on the Statements of Financial Position.

NOTE 4 – INVESTMENT PROPERTIES

The Corporation's home ownership program includes the acquisition and development of properties. The following represents the Corporation's investment in these properties:

	<u>2019</u>	<u>2018</u>
Construction in Progress	<u>\$ 585,964</u>	<u>\$ 407,519</u>
Purchased Land Parcels	\$ 128,621	\$ 88,900
Donated Land Parcels	<u>127,300</u>	<u>159,700</u>
Total Land Held for Future Use	<u>\$ 255,921</u>	<u>\$ 248,600</u>

Construction in Progress – Includes the construction costs of fourteen properties at June 30, 2019, and twelve properties at June 30, 2018.

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Notes to Financial Statements
June 30, 2019 and 2018
Alachua Habitat for Humanity, Inc.

NOTE 4 – INVESTMENT PROPERTIES (concluded)

Purchased Land – Includes the costs incurred for purchases of parcels of land since July 1, 2013. The carrying values for parcels of land purchased prior to July 1, 2013, are based on an estimate of fair value after a one-time impairment adjustment.

Donated Land – Includes the fair market value of parcels donated since July 1, 2013, as measured on the date of donation. The carrying values of parcels of land donated prior to July 1, 2013, are based on an estimate of fair value after a one-time impairment adjustment.

NOTE 5 – MORTGAGE NOTES RECEIVABLE

The Corporation provides interest-free mortgage loans on single-family houses that are sold to qualified buyers as part of the Home Ownership program. When the purchase of a home is closed, the Corporation computes the net present value of the expected future cash flows of the loan. The difference between the face amount of the loan and the net present value is recorded as a discount and as Grants/Assistance to Individuals – Mortgage Discount expense.

These loans are discounted by imputing a rate of interest that is estimated to be the prevailing market rate of interest at the time the loan is closed. Discounts are amortized using the effective interest method over the term of the mortgages. Discount amortization is reported as Interest Income in the Statement of Activities.

The majority of the mortgages have an original maturity of twenty to thirty years, although some are longer. No allowance for uncollectible accounts is considered necessary due to collateralization of loans by single-family houses. Management estimates that the value of the houses is sufficient to adequately collateralize the receivables. For this reason, the amount and impact of impaired loans is not considered material to the financial statements. Future assessments of the allowance for uncollectable loans, if any, is dependent on the real estate sector of Alachua County, Florida.

In addition, at the closing date, homebuyers may sign a second mortgage with the Corporation for the difference between the market value and the purchase price, if any. (The Corporation sells its homes at its cost, not to exceed market value.) As a result, the purchase price is always equal to or less than market value. The second mortgage is forgiven in a variety of ways, including either on a periodic basis over a period of time, or at the conclusion of the first mortgage. If the homeowner sells the home during the period the second mortgage is being forgiven, the homeowner must pay the difference between the original amount of the second mortgage and the portion forgiven to the Corporation. The Corporation does not report revenue and a related asset at the time of sale since historical data indicates that the likelihood of future receipts from these second mortgages is remote.

Mortgage notes receivable and the related discounts are as follows:

	<u>2019</u>	<u>2018</u>
Mortgage notes receivable	\$ 2,498,955	\$ 2,781,578
Discounts ranging from 2.3% to 6.5%	<u>(881,767)</u>	<u>(977,678)</u>
Net	<u>\$ 1,617,188</u>	<u>\$ 1,803,900</u>

Notes to Financial Statements
June 30, 2019 and 2018
Alachua Habitat for Humanity, Inc.

NOTE 5 – MORTGAGE NOTES RECEIVABLE (concluded)

Changes in the discount are as follows:

	<u>2019</u>	<u>2018</u>
Discount, Beginning of Year	\$ 977,678	\$ 891,748
Discount on Homes Sold	222,821	276,485
Discount on Mortgages Sold	(227,599)	(87,277)
Discount on Mortgages for Homes repossessed	--	(22,356)
Amortization - Interest	(91,133)	(80,922)
Discount, End of Year	<u>\$ 881,767</u>	<u>\$ 977,678</u>

Mortgages receivable are expected to be received as follows:

	<u>2019</u>	<u>2018</u>
Less than 1 year	\$ 164,849	\$ 178,731
1 to 5 years	762,913	833,290
6 to 10 years	585,850	671,383
11 to 15 years	441,475	502,078
16 to 20 years	343,990	365,311
21 to 25 years	162,944	202,192
25 to 30 years	21,574	--
31 to 35 years	15,360	28,593
Total	<u>\$ 2,498,955</u>	<u>\$ 2,781,578</u>

The Corporation has entered into arrangements to transfer certain mortgages to various financial institutions. These transfers are accounted for as sales; however, the Corporation continues to collect the payments on the mortgages and to remit those payments to the respective financial institutions. (See Note 12 for information on current year sales, if any.) The face value of the mortgages transferred were \$1,823,347 and \$1,221,877 as of June 30, 2019 and 2018, respectively.

NOTE 6 - INVESTMENTS

Investments are held in an Edward Jones investment account and consist of the following:

	<u>2019</u>	<u>2018</u>
Money Market	\$ 5,559	\$ 24,256
Certificates of Deposit	100,004	--
Total Investments	<u>\$ 105,563</u>	<u>\$ 24,256</u>

NOTE 7 – PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	<u>2019</u>	<u>2018</u>
Land	\$ 45,000	\$ 45,000
Buildings and Improvements	989,999	989,999
Furniture, Fixtures, and Equipment	56,241	55,635
Vehicle	35,837	16,203
Accumulated Depreciation	(344,290)	(305,765)
Net Property and Equipment	<u>\$ 782,787</u>	<u>\$ 801,072</u>

Notes to Financial Statements
June 30, 2019 and 2018
Alachua Habitat for Humanity, Inc.

NOTE 8 – LINE OF CREDIT

The Corporation entered into a line of credit agreement with a bank for a maximum amount of \$400,000. Monthly payments of interest are due at a fixed interest rate of 5%. The line of credit expired April 25, 2019, and was renewed with an unspecified maturity date. The line of credit is collateralized by the Corporation's mortgage notes receivable.

NOTE 9 – NOTE PAYABLE

Habitat for Humanity International, Inc. (HFHI) and the Corporation entered into a grant agreement whereby HFHI advanced the Corporation grant funds, \$16,250 of which is to be repaid. The note is non-interest bearing and calls for monthly payments of \$338 beginning January 1, 2020. Future debt service follows:

Amounts due in fiscal year ending:	
June 30, 2019	\$ --
June 30, 2020	2,028
June 30, 2021	4,056
June 30, 2022	4,056
June 30, 2023	4,056
June 30, 2024	<u>2,054</u>
Total Note Payable	<u>\$ 16,250</u>

NOTE 10 – DEPOSITS HELD

The Corporation collects deposits which are applied towards future home purchases. At June 30, 2019 and 2018, the Corporation held \$9,251 and \$8,751, respectively.

NOTE 11 – HOME REPAIRS

Home repairs were comprised of the following for the years ended June 30:

	<u>2019</u>	<u>2018</u>
Critical Home Repairs	14	8
A Brush with Kindness	<u>0</u>	<u>4</u>
Total Projects	<u>14</u>	<u>12</u>

NOTE 12 – HOMES SALES

The Corporation sold five homes during the year ended June 30, 2019, and five during the year ended June 30, 2018. A comparison of sales and cost of sales related to these transactions follows:

	<u>2019</u>	<u>2018</u>
Home Sales Revenues	\$ 719,372	\$ 677,767
Cost of Home Sales	<u>(659,893)</u>	<u>(587,125)</u>
Net Gain on Home Sales	<u>\$ 49,479</u>	<u>\$ 90,642</u>

Sales revenues were comprised of the following:

	<u>2019</u>	<u>2018</u>
Mortgage Loans	\$ 571,950	\$ 621,253
HOME grants	20,000	10,000
SHIP DPA grants	18,000	40,000
Cash - Buyer	<u>109,422</u>	<u>6,514</u>
Total Proceeds	<u>\$ 719,372</u>	<u>\$ 677,767</u>

Notes to Financial Statements
June 30, 2019 and 2018
Alachua Habitat for Humanity, Inc.

NOTE 13 – GAIN ON SALE OF ASSETS

Amounts reported as Gain on Sale of Assets consist of the following:

	<u>2019</u>	<u>2018</u>
Mortgage Loans Sold – Face Value	\$ (686,462)	\$ (205,841)
Mortgage Loans Sold – Discount	227,599	87,277
Mortgage Loans Sold – Sales Proceeds	<u>531,755</u>	<u>157,931</u>
Net Gain on Sale of Mortgage Loans	72,892	39,367
Net Gain on Repossession	<u>11,961</u>	<u>39,368</u>
Net Gain on Sale of Assets	<u>\$ 84,853</u>	<u>\$ 78,735</u>

NOTE 14 – DONATED SERVICES

The Corporation received donated services that met the criteria for recognition. These amounted to \$30,882 and \$68,147 for the years ended June 30, 2019 and 2018, respectively, and these amounts are included in In-kind Contributions Revenue in the Statement of Activities.

In addition, the Corporation received donated services that did not meet the criteria for recognition. A total of 17,729 hours in 2019 and 19,236 hours in 2018 of donated services not recognized were received that supported program services, including volunteering in the ReStore and construction of homes. The Corporation also received 284 hours in 2019 and 411 hours in 2018 of volunteer time from its board members. These donations supported the general and administrative activities of the Corporation. At \$24.04 per hour, this amounts to \$436,086 in 2019, and at \$23.33 per hour, this amounts to \$458,365 in 2018 of additional contributions and expenses. These hourly rates are the estimated value per hour of volunteer time for Florida as estimated by Independent Sector. For more information on the estimated value per hour see www.independentsector.org/volunteer_time.

NOTE 15 – NET ASSETS WITH DONOR RESTRICTION

Net assets with donor restriction consist of donations received where the donors have restricted the gifts for the construction costs of a particular house. These amounts are purpose restricted and are expected to be used by the Corporation in the subsequent year.

NOTE 16 – RELATED PARTY TRANSACTIONS

The Corporation made contributions as a title of \$8,474 and \$7,270 in 2019 and 2018, respectively, to Habitat for Humanity International, a worldwide organization with whom the Corporation is affiliated.

The Corporation received grants of \$76,275 in 2019 and \$61,383 in 2018 from affiliated agencies.

NOTE 17 – SUBSEQUENT EVENTS

The Corporation has evaluated events and transactions for potential recognition or disclosure through December 12, 2019 which is the date the financial statements were available to be issued.

MASTER PARTICIPATION AGREEMENT

This MASTER PARTICIPATION AGREEMENT (the "Agreement"), dated as of September 25, 2019 (the "Effective Date"), between ALACHUA HABITAT FOR HUMANITY, INC. a Florida non-profit corporation ("Habitat") and CENTERSTATE BANK, N.A. ("Participant").

RECITALS

WHEREAS, Habitat originates, underwrites, closes, owns and services certain residential real home mortgages (collectively, the "Loans");

WHEREAS, Habitat desires to sell, assign, and transfer a 99% undivided participation interest in the Loans and related documents to Participant at a discounted price equal to 76.9725% of the principal amount of the Loan outstanding as of the Purchase Date, or stated otherwise, 77.75% of 99% of the principal amount of the Loan outstanding as of the Purchase Date, less a \$100.00 Booking Fee which Participant may deduct and retain from the Purchase Price to cover its costs of booking the Participation Interest;

WHEREAS, Participant desires to accept the 99% undivided participation interest in the Loans on the terms and conditions contained in this Agreement; and

WHEREAS, Habitat shall remain the sole owner of the Loans and shall service the Loans by and through its agent, AmeriNat or substitute servicer acceptable to Habitat and Participant.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, Habitat and Participant agree as follows:

Section 1. **Definitions.** Whenever used in this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

"Additional Servicing Compensation" means (i) amounts collected for checks or other items returned for insufficient funds, (ii) late payment charges (but not default interest) with respect to the Loans, and (iii) any modification fees, extension fees, assumption fees and similar processing fees received from or on behalf of any Borrower.

"ALTA" means the American Land Title Association, or any successor thereto.

"Borrower" or "Borrowers" means the person or persons that are obligated as borrowers under the Loan Documents.

"Collateral" means property of whatever nature or kind pledged to Habitat to secure payment of any of the Loans.

"Collections" means all moneys, from whatever source derived, received by Habitat from time to time on account of or in respect of, or relating to, any Loan or as proceeds of the Collateral, including any prepayment fees, but excluding Additional Servicing Compensation, payments for escrow amounts, and origination and commitment fees relating to the Loans.

"Commitment Letter" is a contingent commitment letter prepared by Participant notifying Habitat that Participant is willing to purchase a Participation interest in a Loan, and sets forth any special conditions related to Participation that are binding. (A sample Commitment Letter is attached as Exhibit A). The Commitment Letter, together with any approved revisions, will also set forth other terms and conditions specific to an individual Participation and are binding on Habitat and the Borrower.

"Defaulted Loan" has the meaning set forth in Section 8 hereof.

"Loan" means a loan made by Habitat to a Borrower in which Participant has or will have a Participation.

"Loan Documents" means those documents executed by any Borrower, or any third party obligor in respect of any Loan or Loans evidencing or relating to any Borrower's or third party's obligations in respect of the Loan or Loans or any security interest or Collateral relating to such Loan or Loans, including without limitation, promissory notes (sometimes referred to herein as "Note" or "Notes"), credit agreements, guarantees, security agreements, mortgages, deeds of trust, or letters of credit, but excluding any credit information or any personal financial information of any Borrower, which Habitat is prohibited from sharing pursuant to the Fair Credit Reporting Act or other applicable consumer privacy laws.

"Net Realizable Value" means the amount determined jointly by Participant and Habitat that can be realized from a Defaulted Loan, after deducting any costs of collection.

"Participation Certificate" means the document evidencing Participant's Participation with respect to a Loan made between Habitat and a Borrower. A sample Participation Certificate is attached hereto as Exhibit B.

"Participation Interest" means a 99% undivided participation interest in the Collections, the Loans at the time of Purchase Date, the Collateral, and the Loan Documents, including the principal, interest, and other payments related thereto.

"Participation Amount" means, with respect to a Loan, that portion of the original principal amount of a Loan purchased by Participant, minus the aggregate principal amount repaid, on any given date, on that portion of the Loan purchased by Participant.

"Participant's Share" means Participant's share of any Collections.

"Policies and Procedures" means the written policies and procedures of Habitat and/or its loan Servicer as set forth in portions of Habitat's and/or its loan Servicer's policies and procedures manuals that govern generally, its credit policies, underwriting policies, loan closing policies, collection policies and booking and billing procedures applicable to the Loans, as amended from time to time.

"Promptly Pay" or "Prompt Payment" means the time period within which Habitat must forward or remit Participant's pro rata share of the Collections to Participant in order to avoid late fees hereunder. Payment is considered timely for this purpose if Habitat remits in immediate funds said payment to Participant within fifteen (15) business days of receipt of payment. If Participant has more than one Participation with Habitat, payment may be combined for all Participations and remitted within fifteen (15) business days of the end of each month. In the event a payment is not remitted to Participant within fifteen (15) business days of its above mentioned due date, a late fee of the greater of 4% of the total

payment due (per payment being withheld) or \$50 (per payment being withheld), whichever is greater, shall be automatically assessed. Arrearage will be determined from the date the payment should have been remitted through the date the payment is actually remitted. This late fee will be immediately due and owing. Additionally, any and all late fees due to Habitat's delinquency shall not be the responsibility of, and shall not be absorbed by or charged to, the Borrower. In compelling circumstances and upon Habitat's written request, Participant may, within its sole discretion, agree to waive any late fees due to a late payment.

"Purchase Date" means, with respect to a Participation, the date on which such Participation is purchased.

"Qualified Mortgage" means a Loan that meets all the requirements to be a "Qualified Mortgage" under the Ability to Repay/Qualified Mortgage Rule promulgated by the Consumer Finance and Protection Bureau as amended from time to time.

"Servicer" means, AmeriNat or substitute servicer acceptable to Habitat and Participant.

"Servicing Expenses" means any and all out-of-pocket liabilities, obligations, losses, penalties, expenses (including reasonable legal expenses and fees), disbursements, costs and damages, but excluding salaries and wages of its officers and employees and overhead expenses, incurred by Habitat, or for which Habitat is responsible, directly or indirectly, in connection with or arising as a result of (a) the enforcement of rights or remedies with respect to a Loan or the collection of same (including those arising due to suits, claims or counterclaims by another party against Habitat), and (b) the protection of the interests in any collateral securing the repayment of a Loan. "Servicing Expenses" does NOT include services or products provided by or through Habitat for the benefit of the Borrower, guarantor, or other responsible party to facilitate their compliance with agreed terms and conditions. The mere fact that Habitat pays an expense does not in itself qualify it as a "Servicing Expense;" rather there must be a clear correlation to the enforcement of Habitat's rights or remedies. Business restructuring expenses do not constitute "Servicing Expenses" unless prior written approval is obtained from Participant.

Section 2. Issuance of Participation Interest. Habitat shall sell, assign and transfer, and Participant shall purchase and accept, subject to the terms and conditions of this Agreement, a Participation in a Loan pursuant to the following process:

(a) Applications. Habitat shall accept applications from prospective Borrowers and, if found creditworthy by Habitat and meeting the Policies and Procedures, Habitat may close and fund a Loan. After closing and funding of a Loan, Habitat shall submit the Application for Participation in substantially the form attached hereto as Exhibit C, together with supporting documents including a copy of the executed Loan Documents for the Loan, in a form satisfactory to Participant, for the Participant's review and purchase approval. No Participation Interest in any Loan shall be sold if Habitat's representations and warranties contained in Section 3 of this Agreement or if Participant's representations and warranties contained in Section 4 of this Agreement shall not be true and correct as of the date of sale by Habitat. Each Loan shall be included within the definition of "Loans" from and after the Purchase Date for all purposes of this Agreement. Participant expressly reserves the right, in its sole discretion, to accept or reject any Borrower and/or any Loan. Once Habitat receives and returns an executed Commitment Letter as set forth in the following subparagraph (b), the purchase of the Participation interest may be consummated by Participant's tender of the Purchase Price less the Booking Fee and the issuance by Habitat of the Participation Certificate to Participant as set forth herein .

(b) **The Participant Commitment.** Upon receipt from Habitat of an Application for Participation with the applicable documents, including the Loan Documents, Participant, in its sole discretion, shall determine whether it will purchase a Participation Interest in the loan. Participant shall make every attempt to make its determination within thirty (30) days of receipt of the Application for Participation and applicable documents, including the Loan Documents. If Participant approves the Application for Participation, it will issue and send, via electronic communication, a Commitment Letter to Habitat, which shall remain in effect for thirty (30) days. Habitat shall, within thirty (30) days after the Commitment Letter is issued, sign it and return the original to Participant or the Commitment Letter shall expire. Participant, in its sole discretion, may grant an extension of time provided that no material change in either the Loan, the financial condition of the Borrower (including guarantors), or the Borrower's ability to repay the Loan as originally approved has occurred. If Participant declines the Application for Participation, it will make every attempt to so advise Habitat within thirty (30) days of receipt of the Application.

(c) **Purchase and Funding of Participation.** Participant shall deliver the Purchase Price for the Loan less the Booking Fee to Habitat within five (5) business days of its receipt of the executed Commitment Letter from Habitat, and Habitat shall have its authorized designee execute and deliver a Participation Certificate to Participant (a sample of which is attached as Exhibit B) within five (5) business days of its receipt of such funds from Participant. Participant shall acknowledge the Participation Certificate. The sale and purchase of Participation Interest will be considered consummated in accordance with the Commitment Letter on the date Participant funds are transferred to Habitat irrespective of Participant's receipt of the Participation Certificate.

Section 3. **Representations and Warranties of Habitat.** Habitat hereby represents and warrants to Participant as of the date hereof:

(a) Habitat is a Florida non-profit corporation. Habitat is licensed, qualified and in good standing in Florida where the location of its properties or the conduct of its business requires such licensing or qualification. Habitat is in compliance with the laws of Florida to the extent necessary to ensure the enforceability of any related Loan in accordance with its terms.

(b) Habitat has the corporate power and authority, and has taken all necessary and proper corporate action to enter into and perform this Agreement and to consummate the transactions contemplated hereby.

(c) This Agreement, together with any other document or instrument related to the transfer of the Participation Interest to Participant, has been duly authorized, executed and delivered by Habitat and, assuming the due authorization, execution and delivery of this Agreement and such other documents by Participant, constitutes the valid and binding obligations of Habitat enforceable against it in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or other similar laws affecting the enforcement of creditors rights generally or by general equitable principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(d) The execution, delivery, and performance of this Agreement does not conflict with, or result in a breach of or default under Habitat's Charter or Bylaws, any agreement or instrument to which Habitat is a party, or any federal, state or local law, regulation, ruling or interpretation to which Habitat is subject, the violation of which would have a material adverse effect on the collectability of the Loans, taken as a whole, or the validity of the Participation Interest.

(e) There is no litigation, administrative action, arbitration, proceeding or investigation pending or, to the best knowledge of Habitat, threatened against Habitat in any federal, state or local court, or before any administrative agency or arbitrator, or before any other tribunal duly authorized to resolve disputes which, if adversely determined, would have a material adverse effect on the collectability of the Loans, taken as a whole, or the validity of the Participation Interest.

(f) No consent, approval, authorization or order of, or registration or filing with, or notice to any court or governmental agency or body is required for the execution, delivery and performance by Habitat of, or compliance by Habitat with, this Agreement or consummation of the transactions contemplated by this Agreement which has not been performed or obtained.

(g) Habitat is the sole owner of the Loans, free and clear of claims, liens, charges and encumbrances of any type, except for the Participation Interest granted hereunder.

(h) Each Loan has been underwritten, closed, advanced, booked and administered in accordance with the Policies and Procedures. Habitat agrees to service the Loans through its Servicet, in accordance with (i) applicable federal and state laws and regulations, (ii) the Policies and Procedures, and (iii) customary practices, policies and procedures for servicing residential mortgage loans (hereafter, the "Services"), including, without limitation, all activities of personnel of Habitat, all supplies and all data transmission and processing equipment needed:

(i) to prepare and maintain appropriate books and records evidencing or pertaining to the Loans;

(ii) to receive, process and account for payments on the Loans;

(iii) to prepare and mail statements, notices or disclosures to Borrowers as may be appropriate or required by law;

(iv) to respond promptly to any customer inquiries Habitat may receive in connection with the Loans;

(v) to provide security to protect the confidentiality of information relating to the Loans or the Borrowers thereunder;

(vi) to charge miscellaneous non-interest fees on the Loans, such as late charges, pursuant to the terms of the promissory note and mortgage securing the Loan;

(vii) to collect and properly apply any credit insurance, private mortgage insurance or flood insurance premiums due in connection with the Loans;

(viii) to provide Participant from time to time with Habitat's standard reports regarding the Loans and the portfolio being serviced hereunder, including without limitation, demographic information on the Borrowers in accordance with Home Mortgage Disclosure Act; and

(ix) to verify on an annual basis that all taxes, governmental assessments, special assessments, insurance premiums, and municipal charges have been paid by the Borrowers.

(i) Except as would not have a material adverse effect on the enforceability or collectability of the Loans or the validity of the Participation Interest, each Loan Document is genuine, was duly

authorized, executed and delivered and is the legal, valid and binding obligation of Habitat, and the other parties thereto, enforceable in accordance with its terms, except (i) as such enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, or other similar laws affecting the enforcement of creditors' rights generally or by general equitable principles (regardless of whether such enforcement is considered in a proceeding in equity or at law), or (ii) to the extent that certain of the remedial provisions of the Loan Documents may be limited by applicable law, provided that such limitations do not make the remedies provided for in the Loan Documents inadequate for the practical realization of the benefits of the security intended to be afforded thereby.

(j) Except as would not have a material adverse effect on the enforceability or collectability of the Loans, or the validity of the Participation Interest, all recordable instruments included in the Loan Documents have been duly recorded in all places necessary to perfect valid, first priority security interests or mortgage liens, as the case may be, and the Loan Documents create valid, existing, enforceable, and, to the extent possible, perfected first priority liens on the Collateral.

(k) All costs, fees and expenses incurred in underwriting, closing and funding each Loan and recording any instruments related thereto have been paid or are not assessable against Participant.

(l) Habitat and/or its Servicer shall have complied with all applicable federal, state and local laws, regulations, rulings and interpretations applicable to the making and servicing of any Loan.

(m) Except as would not have a material adverse effect on the enforceability or collectability of the Loans or the validity of the Participation Interest, there is no default, breach, violation or event which would permit acceleration of the amounts due under the Loans or the Loan Documents and no event which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach, violation or event which would permit acceleration, and Habitat has not waived any default, breach, violation or event which would permit acceleration.

(n) Except as would not have a material adverse effect on the enforceability or collectability of the Loans or the validity of the Participation Interest, to the best of Habitat's knowledge, none of the Loan Documents is subject to any valid set-off, abatement, diminution, counterclaim or defense, including, without limitation, a defense of usury, or any right of rescission, and no such set-off, abatement, diminution, counterclaim or defense, including a defense of usury, or right of rescission, has been asserted with respect thereto.

(o) The information set forth in each Application for Participation submitted with respect to a Loan will be true and correct in all material respects as of the date or dates as to which the information is given and the amount of each Loan set forth in such Application for Participation is a valid debt due and owing by the applicable Borrower to Habitat in the amount and as of the date set forth in such Application for Participation.

(p) Except as would not have a material adverse effect on the enforceability or collectability of the Loans or the validity of the Participation Interest, each Loan (i) is, or will be in the ordinary course of business, covered by an ALTA lender's title insurance policy if required by the Policies and Procedures of Habitat and/or its Servicer, and each such title insurance policy is issued by a title insurer acceptable to Habitat and qualified to do business in the jurisdiction where the Collateral is located, insuring Habitat and its successors and assigns, as to Habitat's corresponding lien, subject only to any loss by reason of the invalidity or unenforceability of the lien resulting from the provisions of such Loan providing for adjustment to the interest rate and monthly payment, (ii) where required by

state law or regulation, each Borrower under such Loan has been given the opportunity to choose the carrier of the required mortgage title insurance, (iii) such lender's title insurance policy affirmatively insures ingress and egress, and against encroachments by or upon the Collateral or any interest therein, (iv) Habitat and its successors and assigns, are the sole insureds of such lender's title insurance policy, and such lender's title insurance policy is valid and remains in full force and effect and will be in force and effect upon the consummation of the transactions contemplated by this Agreement, and (v) no claims have been made under such lender's title insurance policy and, neither Habitat nor, to the best of its knowledge, any other prior holder of such related Loan, has done, by act or omission, anything which would impair the coverage of such lender's title insurance policy, including without limitation, no unlawful fee, commission, kickback or other unlawful compensation or value of any kind has been or will be received, retained or realized by any attorney, firm or other person or entity, and no such unlawful items have been received, retained or realized by Habitat.

(q) Neither this Agreement nor any information, statement, tape, diskette, report, or other document furnished or to be furnished pursuant to this Agreement or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

(r) Prior to Participant's acceptance of a Participation Interest in any Loan under this Agreement, Habitat shall provide information satisfactory to Participant evidencing that Habitat's Servicer provides contractual indemnity, defense and hold harmless protections to Habitat with respect to servicing Loans under this Agreement.

(s) **Insurance.** Habitat will obtain and maintain in full force and effect throughout the term of this Agreement, at its own expense, a fidelity bond and errors and omissions insurance, covering Habitat's officers and employees and other persons acting on behalf of Habitat in its capacity as servicer with regard to the Loans, in an amount acceptable to Participant. With respect to each Loan, there is in effect a hazard insurance policy with an insurance carrier issued by an insurance company acceptable to Participant with the scope of standard extended coverage, each of which policy provides for fire and extended coverage in an amount at least equal to the lesser of the Loan balance or one hundred percent (100%) of the insurable value of the improvements on the mortgaged property. Habitat shall furnish to Participant reasonably satisfactory evidence of such coverages for each mortgaged home securing the loans to be purchased at the time the "Loan Documents" are delivered to the Participant for review.

(t) **Qualified Mortgage.** Each Loan shall be a Qualified Mortgage.

Section 4. **Representations and Warranties of Participant.**

(a) Participant is a national bank. Participant is in compliance with laws to the extent necessary to ensure the enforceability of any related Loan in accordance with its terms.

(b) Participant has the corporate power and authority, and has taken all necessary and proper corporate action to enter into and perform this Agreement and to consummate the transactions contemplated hereby.

(c) This Agreement has been duly authorized, executed and delivered by Participant and, assuming the due authorization, execution and delivery of this Agreement by Habitat, constitutes the valid and binding obligation of Participant enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or other similar laws affecting the enforcement of creditors rights generally or by general equitable principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(d) The execution, delivery, and performance of this Agreement does not conflict with, or result in a breach or default under, Participant's Charter or Bylaws, any agreement or instrument to which Participant is a party, or any federal, state or local law, regulation, ruling or interpretation to which Participant is subject.

(e) No consent, approval, authorization or order of, or registration or filing with, or notice to any court or governmental agency or body is required for the execution, delivery and performance by Participant of or compliance by Participant with this Agreement or the consummation of the transactions contemplated by this Agreement which has not been performed or obtained.

(f) Participant has been given the opportunity (i) to ask questions of Habitat and to examine its books and records pertaining to the Loans and Loan Documents (other than credit information or personal financial information of any Borrower, which Habitat is prohibited from sharing pursuant to the Fair Credit Reporting Act or any other applicable consumer privacy laws) and (ii) to obtain any additional information which Habitat possesses or can reasonably obtain which is necessary to verify the accuracy of the information previously obtained. In making an investment in the Loans, Loan Documents and related Collateral, Participant has relied solely on the information obtained and upon its independent investigation.

(g) Participant is acquiring the Participation Interest solely for its own account as an investment and will not sell or transfer the Participation Interest without the prior approval of Habitat.

Section 5. Habitat's Obligations to Participant.

(a) Habitat, as servicer of the Loans, shall be obligated to collect, as Participant's trustee with respect to Participant's pro rata share thereof, all payments of interest and principal due and payable on the Loans, together with any charges, fees, costs, expenses and any and all other amounts due on or in connection with the Loan Documents, including without limitation all Servicing Expenses incurred by Habitat.

(b) If and when Collections are received on or after the Effective Date, Habitat shall Promptly Pay Participant's Share to Participant; provided, however, that to the extent Collections received by Habitat on or after the Effective Date represent payment of principal, interest, or proceeds of Collateral on any Loan in respect of any period or partial period before the Effective Date, payment to Participant shall be appropriately adjusted to reflect the period of time during which Participant held the Participation Interest in such Loan. Participant's share of all Collections shall be remitted by deposit to Participant's designated account titled in

Participant's name at CenterState Bank, or otherwise as Participant shall instruct Habitat in writing. Funds due to Participant from Habitat hereunder shall be Promptly Paid on at least a monthly basis and more often if otherwise agreed by the parties. Provided, however, Habitat is authorized to retain from the Collections remitted to Participant each month an amount that is equal to \$16.00 per Loan as Participant's agreed contribution to the cost incurred by Habitat in servicing the Loans.

(c) If Habitat should for any reason make any payment to Participant in anticipation of the receipt of funds in respect of any Loan and such funds are not duly received by Habitat on the date such payment is due, or such payment proves to be in excess of the amount due to Participant, as applicable, then Participant shall, upon request of Habitat, promptly return to Habitat any such amounts plus interest thereon from the day such amounts, as applicable, were transferred by Habitat to Participant up to, but not including, the day such amounts, as applicable, are returned by Participant at a rate per annum equal to the effective federal funds rate as published in The Wall Street Journal (Eastern Edition) on such transfer date.

(d) If, pursuant to any bankruptcy, insolvency, liquidation or reorganization law or similar law, Habitat is required at any time to return any portion of the payments made by any Borrower or any other entity obligated with respect to any Loan or otherwise received by Habitat, Participant shall, on demand of Habitat, promptly return to Habitat any such amounts received by Participant, but without interest thereon, unless Habitat is required to pay interest on such amounts to the person recovering such payment, in which case with interest thereon, computed at the same rate that Habitat is required to pay in relation to such return of payment by Habitat.

(e) In its handling of any Loan and any Collateral security rights under the Loan Documents, Habitat shall exercise the same care and due diligence it exercises when it processes loans and collateral security rights on its own behalf and within the covenants and requirements of this Section 5. It is understood that Habitat shall have no independent responsibility for the performance of a Borrower's obligation, nor for any failure or delay in exercising any rights or powers given Habitat by the Loan Documents, beyond undertaking the same care that Habitat exercises in the making and handling of loans and credits for its own account.

(f) Except as provided for in Section 8 a Participation or a Loan may not be transferred by Participant or Habitat (as applicable), in whole or in part, without the written consent of the other party which consent shall not be unreasonably withheld. In no event shall Habitat reduce its ownership to less than the agreed upon percentage of the initial participation.

(g) All Collateral evidenced by the Loan Documents and any additional security given by a Borrower shall be held by Habitat primarily as security for the Loan and shall not be used or applied toward payment of other obligations of the Borrower to Habitat, as long as the Loan remains unpaid and as long as this Agreement remains in effect; provided however, that nothing herein shall prevent Habitat from collecting payments from the Borrower for other indebtedness, or foreclosing upon other security that is not securing a Loan covered under this Agreement, if the other loans or credits are in default, are separately stated on the books of Habitat, and the security or other collateral is segregated at all times, and provided that any such action does not trigger an event of default under the Loan Documents.

(h) All Collections received by Habitat in connection with any Loan (other than the fees) shall be applied and distributed in the following order of priority: (i) to the payment of all Servicing Expenses (if any); (ii) to the payment of accrued and unpaid interest on the Note; and (iii) to the payment of principal on the Note. Before any distribution to Participant, with respect to any such application being

made, the amount thereof shall be adjusted to the extent that any amount is owed by either party to the other, in accordance with the terms hereof.

(i) Participant authorizes Habitat, and Habitat hereby agrees to act as agent for Participant subject to the limitations contained herein: (i) to negotiate, control, manage and service the Loans; (ii) to enforce or to refrain from enforcing the Loan Documents; (iii) to give consents, commitments or waivers in connection with the Loan Documents; (iv) to acquire additional security for the Loans; (v) to take or refrain from taking any action and make any determination provided for herein or in the Loan Documents; and (vi) to exercise all such powers as are incidental thereto. Habitat acknowledges its status as trustee and represents that it has the power to perform the services listed in this Section. In acting under this Agreement, Habitat agrees to exercise the same degree of care in administering each Loan as it would use in managing its own loans in which no Participation has been issued. Habitat agrees that the exercise of these fiduciary responsibilities as trustee for Participant includes the full and complete pursuit of amounts owed in relation to any unpaid portion of an entire Loan until released from that responsibility in writing by Participant, while Participant retains an undivided interest in such Loan and any related Loan Documents. Further, Habitat agrees that it will take no independent action, unless agreed to in advance and in writing by Participant, that directly, or indirectly by nature of a proceeding or process, releases any Borrower or any guarantor or other responsible party or entity, in full or in partial satisfaction, from a continuing responsibility to repay any Loan and/or other applicable charges/fees in relation to debt collection activities, until all amounts due are paid in full.

(j) Habitat hereby covenants with respect to each Loan that it shall not, without Participant's prior written consent or approval:

- (i) consent to or accept any cancellation, termination, revision, or settlement of any Loan Document, or agree to any transfer or termination of any instrument now or hereafter assigned to it as security for the Loan;
- (ii) release, partially or fully, any collateral given as security for a Loan or any guarantor of the Loan;
- (iii) extend the maturity date of a Loan or the date of any interest or principal payment thereunder;
- (iv) reduce the amount of any payment of principal or the applicable interest rate;
- (v) increase the maximum amount of a Loan or the obligations of Habitat or Participant pursuant to any Loan Document;
- (vi) require the acceptance of a new note evidencing a Loan, in substitution for the Note;
- (vii) waive or consent to the modification of any Loan Document that would cause a Loan to no longer be in compliance with the requirements of Section 3; or
- (viii) consent to any amendment or modification to a Loan Document that would be, in the judgment of a prudent financial manager, material to any Loan.

In the event that Habitat seeks Participant's consent or approval for any of the matters enumerated above Participant shall make every effort to respond to Habitat's request within ten (10) business days after such request. Such response may be by telephone, to be confirmed in writing promptly thereafter.

(k) Habitat shall consult in good faith with Participant. Notwithstanding the foregoing, if such a default is caused by the nonpayment of principal or interest, by the bankruptcy of a Borrower or a guarantor, or by the occurrence of an event that would have a material adverse effect on the repayment of the Loan or the collateral securing the Loan (in Habitat's reasonable judgment), Habitat shall not waive such default without the written consent of Participant.

(l) In the event of actual or threatened litigation affecting a Loan or the security for such Loan, and if Habitat is of the opinion that the services of an attorney should be retained to protect those interests, Habitat may, following ten (10) business days' prior written notice to Participant (unless, in the judgment of Habitat, immediate action is required, whereupon any reasonable form of notice to Participant shall be acceptable), retain counsel to represent Habitat. Habitat shall seek to cause the Borrower to pay the reasonable fees and expenses of such counsel in accordance with the terms and conditions of the Loan Documents, but if the Borrower fails to pay such fees and expenses, then Habitat shall pay all reasonable costs thereof as Servicing Expenses. Participant shall not have any right in connection with such litigation to retain other counsel, except at the sole cost and expense of Participant.

(m) Habitat shall promptly furnish to Participant an executed copy of any Loan Documents and copies of all such documents pertaining to any Loan, including, without limitation, periodic financial information required to be delivered to Habitat which Habitat has in its possession from time to time.

Section 6. Loan Advances. Habitat shall make required advances of additional funds under a Loan to the extent of Habitat's outstanding commitment related to such Loan at the time of such advance. Participant shall pay to Habitat, at least on a monthly basis and more often if otherwise agreed by the parties, its share of the amount of the advance. In the event Participant fails to pay such amount as required hereby, the unpaid amount shall bear interest at a rate per annum equal to the effective federal funds rate as published in The Wall Street Journal (Eastern Edition) for the date such payment is due.

Section 7. Other Business; Books and Records.

(a) Habitat and its affiliates may enter into loans with, accept deposits from, make loans or otherwise extend credit to, accept collateral and engage in any kind of loan financing, banking or trust or other business with any Borrower and its respective affiliates and receive payment on such loans or extensions of credit and otherwise act with respect thereto freely and without accountability in the same manner as if this Agreement and the Loans were not in effect.

(b) Habitat shall at all times keep proper books and records in accordance with generally accepted accounting principles ("GAAP") consistently applied, reflecting all transactions in connection with the Loans. All such records (other than credit information and personal financial information of any Borrower, which Habitat is prohibited from sharing pursuant to the Fair Credit Reporting Act or any other applicable consumer privacy laws) shall be accessible for inspection by Participant at all reasonable times during Habitat's business hours.

(c) Participant shall at all times keep proper books and records in accordance with generally accepted accounting principles ("GAAP") consistently applied, reflecting histories of all payment applications of Participant's Share received from Habitat in connection with the Loans. All such records shall be accessible for inspection by Habitat at all reasonable times during Participant's business hours.

Section 8. Defaulted Loans; Substituted Loans; Repurchase by Habitat

(a) Upon the occurrence of a default or an Event of Default (as defined in the Loan Documents) or upon default in the payment of any principal of, or interest on, a Note or in the observance of the performance of any of the terms, covenants and conditions of any of the Loan Documents, Habitat shall promptly notify Participant in writing, such notice to be provided no later than thirty (30) days from the occurrence of the event triggering such obligation of notice. If the default is not cured and the Loan is delinquent in payments for a period of ninety (90) days, or in other words, the delinquent amount is equal to or greater than the aggregate amount of three monthly payment amounts (a "Defaulted Loan"), then for so long as Participant owns the Participation Interest, Habitat shall use its best efforts to replace such Defaulted Loan with a substitute loan (the "Substitute Loan"). Any Substitute Loan must be secured by residential real estate located in Alachua County, Florida, have a mortgage interest rate equal to the interest rate of the Defaulted Loan, have a maturity date similar to the Defaulted Loan, otherwise meet all of the terms and conditions of this Agreement and all of the representations and warranties of Habitat hereunder.

(b) Each loan will have a Substitution True Up Worksheet ("Worksheet") prepared at the time of each Purchase Date and made a part of the Participation Certificate, a sample of which is attached as Exhibit D. The Worksheet will exhibit a value in a column labeled "Habitat Repurchase Obligation" ("Habitat Repurchase Obligation"). The Habitat Repurchase Obligation shall reflect the remaining balance owed to the Participant based on the Participant's loan accounting (amortization schedule which is an agreed upon and acceptable method to Habitat) for the Participation. The Substitute Loan for the Defaulted Loan will need to be in an amount that is equal to the corresponding value derived from the Worksheet divided by .769725. If 76.9725% of the Substitute Loan exceeds the Habitat Repurchase Obligation then the Participant shall advance additional monies to Habitat based on the incremental difference leaving a balance owing to the Participant equal to 76.9725% of the Substitute Loan. If 76.9725% of the Substitute Loan is less than the Habitat Repurchase Obligation then Habitat shall repay the incremental difference to the Participant leaving a balance owing to the Participant equal to 76.9725% of the Substitute Loan.

Upon Habitat's substitution of a Substitute Loan, Habitat will issue a Participation Certificate for the Substitute Loan to Participant, and Participant shall transfer and convey its Participation Interest in the Defaulted Loan to Habitat, without recourse or any warranty express or implied except for Participant's representation of ownership of its Participation Interest in the Defaulted Loan. Participant shall execute all assignments, endorsements and other instruments of conveyance as may be reasonably necessary.

- (c) In the event Habitat does not have a comparable Substitute Loan, Habitat shall, within thirty (30) days of receipt of notice from Participant of any Defaulted Loans, repurchase the Defaulted Loan (s), at a price, payable in immediately available funds, equal to the Habitat Repurchase Obligation. Upon Habitat's repurchase of a Defaulted Loan, Participant shall transfer and convey to Habitat its Participant Interest in the Defaulted Loan without recourse or any warranty express or implied other than the warranty of ownership of the interest transferred, Participant shall execute all assignments, endorsements and other instruments of conveyance as may reasonably be necessary.
- (d) Upon discovery by either Habitat or Participant of any breach of the representations or warranties contained herein that materially and adversely affect the value of the Loans or the interest of the Participant therein or in a related Loan (or the interest of the Participant in a related Loan in the case of a representation and warranty relating to a particular Loan) the party discovering such breach shall give prompt written notice to the other party. In the event of the discovery of such breach, Habitat shall, within thirty (30) days of receipt of demand from Participant, repurchase any such Loan(s) for which a breach was discovered (Defaulted Loan (s)), at the Habitat Repurchase Obligation value, payable in immediately available funds. Upon Habitat's repurchase of a Defaulted Loan, Participant shall transfer and convey to Habitat its Participant Interest in the Defaulted Loan without recourse or any warranty express or implied other than the warranty of ownership of the interest transferred, Participant shall execute all assignments, endorsements and other instruments of conveyance as may reasonably be necessary.

Section 9. Indemnification.

(a) Habitat agrees to indemnify Participant and hold Participant harmless, on demand, for and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, actions, forfeitures, judgments, suits, costs, expenses or disbursements (including fees and disbursements of counsel and arbitration and arbitrator's fees) of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against Participant in any way relating to or arising out of (i) the material breach by Habitat of any of the representations and warranties contained in this Agreement or (ii) the intentional misconduct, bad faith, or negligence of Habitat or its agent, AmeriNat or substitute servicer acceptable to Habitat and Participant. Habitat's liability should not exceed 76.9725% of the foregoing.

(b) Participant agrees to indemnify Habitat and hold Habitat harmless, on demand, for and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including fees and disbursements of counsel and arbitration and arbitrator's fees) of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against Habitat in any way relating to or arising out of a Loan and Loan Documents that are not reimbursed or otherwise paid to or recovered by Habitat pursuant to the Loan Documents; provided, however, that Participant shall not be liable for any of the foregoing to the extent they arise from Habitat's or its servicing agent's intentional misconduct, bad faith, or negligence and Participant's liability should not exceed 76.9725% of the foregoing. Should Habitat be sued or threatened by suit by any receiver or trustee in bankruptcy or by any Borrower as a debtor-in-possession on account of any alleged preference, voidable transfer or fraudulent conveyance alleged to have been received as the result of any transaction in respect of which Participant has participated with Habitat hereunder, or if any claim, suit or action shall be asserted against Habitat relating to such transactions, then in such event,

any money paid by Habitat in satisfaction or compromise of such suit, action or demand, any money paid required to be returned by Habitat to such Borrower or its estate and any costs or fees associated therewith shall be reimbursed to Habitat by Participant upon demand by Habitat.

Section 10. Consideration for Sale. In consideration for the sale of Participation Interest of the Loans by Habitat, Participant agrees to pay to Habitat an amount equal to 77.75% of 99%, or stated another way 76.9725% of the sum of the aggregate outstanding principal and other fees and charges due and owing on the Loans sold ("Purchase Price"); at the time of purchase. The Purchase Price for the Loans shall be paid by Participant to Habitat on the date of purchase by wire transfer of immediately available funds to the account designated by Habitat or a bank check.

Section 11. Setoff by Habitat. Habitat agrees that if it should receive through the exercise of any right of counterclaim, setoff, banker's lien or otherwise, any Collections in respect to the Loans, that Habitat will remit the Participant's Share of such funds to Participant in accordance with the terms of this Agreement.

Section 12. Participant's Ownership.

(a) It is the intention of Participant and Habitat that Participant shall become vested with an undivided equitable ownership interest (proportional to such Participation from time to time) in the Loans and Collateral as evidenced by the Loan Documents and that this Agreement shall have the same force and effect as if separate assignments of each Loan, Loan Document, and respective Collateral were executed, delivered by Habitat and as if a separate endorsement were made to the promissory note for each Loan to reflect that Participant owns an undivided interest in such Loan. If Habitat acquires any security interests or liens granted by any of the Loan Documents, Participant shall have an undivided interest in such security interest or lien equal to its Participation in the Loan, notwithstanding the fact that the security interest or lien is in the name of, and/or possession is maintained by Habitat. If there is an amendment to any applicable bankruptcy law, or if there is a ruling of a court of competent jurisdiction, to the effect that the holding of the Participation Interest is an extension of credit, Habitat shall take such additional steps as Participant may reasonably require, at Participant's expense, to assure Participant's legal rights as an owner of interest in the Loans.

(b) All Loan Documents and the rights conveyed by them executed and delivered in connection with any Loan shall be held by Habitat in trust for the pro rata benefit of Habitat and Participant, and as servicing agent for Participant. Habitat is authorized to retain the Notes and the Loan Documents in Habitat's name and to deal with parties other than Participant as though Habitat were an absolute owner of the Loan and the Loan Documents. Any person, firm or corporation may deal with Habitat concerning the Loan in the same manner as if the Participation was not outstanding and Habitat was the sole owner of the Loan, except as Habitat's rights may be limited by this Agreement. Habitat may perform any of its obligations hereunder by or through its agents, employees or attorney.

(c) Participant and Habitat acknowledge and agree with respect to each Loan that:

(i) Habitat is expected to exercise due diligence in determining (i) the accuracy of any statement, warranty, representation or certification made by a Borrower and/or any guarantors in, or in connection with, any document relevant to the Loan, and (ii) the financial condition of a Borrower and any guarantor with respect to the Loan or the performance or observance of any obligations by a Borrower or any guarantor with respect to the Loan.

(ii) The sale of a Participation does not constitute the sale of a "security" under or as defined in the Securities Act of 1933 and the Securities Exchange Act of 1934.

(iii) The relationship between Habitat and Participant is and shall be that of a seller and purchaser of a property interest and not a debtor-creditor relationship. This Agreement is not intended to constitute, nor shall it be construed to establish, a partnership or joint venture between Habitat and Participant.

(d) Although Habitat holds for Participant's proportional benefit all Collateral securing performance and payment of a Borrower's obligations and liabilities under and in connection with any Loan, Participant shall have no interest in any other property taken as security for any other credit, loan or financial accommodation made or furnished to any Borrower by Habitat in which Participant has no Participation. This shall include any property now or hereafter in Habitat's possession or under Habitat's control or in any deposit held that may be or may become security for performance or payment of a Borrower's or guarantor's obligations and liabilities under and in connection with other indebtedness owing to Habitat by reason of the general description contained in any other instrument held by Habitat or by reason of any right of setoff, counterclaim, banker's lien or otherwise; provided, however, if such property, deposit, indebtedness or the proceeds thereof shall be applied to the payment or reduction of principal, interest, fees or any other amounts owing by a Borrower or guarantor in connection with a Loan, then Participant shall be entitled to its pro rata share of such payment. All collateral securing performance and payment of a Borrower's obligations and liabilities under and in connection with any Loan may be used by Habitat in connection with other indebtedness owing to Habitat, but only if lien position is specifically subordinate to the Loan.

Section 13. Miscellaneous Provisions.

(a) This document contains the entire agreement among the parties in regard to the subject matter hereof and supersedes any and all prior agreements or understandings.

(b) This Agreement shall remain in full force and effect until all of Participant's undivided participation interests in the Loans represented by the Participation Interest, including, without limitation, the underlying Collateral, are liquidated or discharged completely. The indemnities provided for in this Agreement shall survive any such termination of this Agreement.

(c) All notices and other communications hereunder shall be in writing, addressed as follows:

If to Habitat:

Scott Winzler
Chief Outreach & Development Officer
Alachua Habitat for Humanity
2630 NW 41st Street
Suite C-3
Gainesville, FL 32606
Telephone: 352-371-5871 Facsimile:
352-378-2306
Email:
swinzler@alachuahabitat.org

If to Participant: Paul Haven

CenterState Bank, N.A.
3919 W Newberry Road
Suite 1
Gainesville, FL 32607
Telephone: 352-332-4727
Facsimile: 352-378-1836
Email:PHaven@centerstatebank.com

Any notice to be delivered to a party hereto will be effective upon delivery by registered or certified mail, return receipt requested, or overnight delivery service, or by electronic mail, telecopy or facsimile machine. Change of address may be made by giving written notice of the change of address to the other party hereto.

(d) This Agreement shall be governed by and construed in accordance with the laws of Florida applicable to contracts made and to be fully performed in such state, without otherwise giving effect to the choice of law principles thereof.

(e) This Agreement may be executed, acknowledged, and delivered in any number of counterparts. Each such counterpart shall constitute an original but all of such counterparts taken together shall constitute one agreement.

(f) This Agreement may be amended, modified or supplemented only by a written instrument executed by the parties hereto. The invalidity, illegality or unenforceability of one or more of the provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

(g) The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

(h) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, except as such assignments are prohibited herein. Neither party hereto shall assign all or any part of the rights or obligations arising hereunder without the prior written consent of the other party; provided, however, that each of the parties hereto may, without such consent, assign all or any of the rights and obligations arising under this Agreement to (i) a subsidiary, parent or subsidiary of a parent of such party, or (ii) any successor (by merger or otherwise) to all or substantially all of the assets and liabilities of such party; and provided, further, that such assignee or successor shall enter into a written agreement in form and content acceptable to all parties hereto agreeing to be bound by the terms hereof.

(i) None of the provisions of this Agreement shall inure to the benefit of any Borrower or any person other than Participant and Habitat and their respective successors and permitted assigns. Participant may assign its Participation interest to an Affiliate. Habitat may assign or encumber its interest in the Loans with the prior written consent of Participant. Borrowers and any person other than Participant and Habitat and their respective successors and permitted assigns shall not be entitled to rely upon or raise as a defense, in any manner whatsoever, the failure of Participant or Habitat to comply with the provisions of this Agreement or to enforce their rights hereunder. Neither Participant nor Habitat shall incur any liability to any Borrower or any other person

for any act or omission of the other. "Affiliate" shall mean any entity that controls Participant, that Participant controls, or that is under common control with Participant.

(j) The parties hereto agree to execute any additional documents, obtain permissions, meet any requirements or perform any other acts necessary to assure the intent of this Agreement is fully performed.

(k) Nothing herein contained confers on either party any interest in or subjects either party to any liability on account of the assets or liabilities of the other, except for Participant's Participation Interest.

(l) This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one and the same Agreement.

(m) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(n) Habitat agrees to maintain, for a minimum of five (5) years after the repayment, repurchase or other termination of Participant's Participation, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with any Loan and Loan Documents. Habitat agrees that all books, records, and supporting documents related to any Loan and the Loan Documents shall be available for review and audit by the regulators of Participant and agrees to cooperate fully with any audit and to provide full access to all relevant materials. Habitat further agrees that it will make available to the Treasury Inspector General all books and records related to the use of the Collections and Purchase Price, subject to the Right to Financial Privacy Act (12 U.S.C. § 3401 et seq.), including detailed Loan records, as applicable.

[remainder of page left intentionally blank]

[signature page to the Master Participation Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CENTERSTATE BANK, N.A.

By: 

Paul Haven
Senior Vice President

ALACHUA HABITAT FOR HUMANITY, INC.

By: 

Name: Scott Wheeler

Title: Chief Outreach and Development Officer

MASTER PARTICIPATION AGREEMENT

This MASTER PARTICIPATION AGREEMENT (the "Agreement"), dated as of March 1, 2018 (the "Effective Date"), between **ALACHUA HABITAT FOR HUMANITY**, a Florida non-profit corporation ("Habitat") and **RENASANT BANK** ("Participant").

RECITALS

WHEREAS, Habitat originates, underwrites, closes, owns and services certain residential real home mortgages (collectively, the "Loans");

WHEREAS, Habitat desires to sell, assign, and transfer a 99% undivided participation interest in the Loans and related documents to Participant at a discounted price equal to 76.725% of the principal amount of the Loan outstanding as of the Purchase Date, or stated otherwise, 77.5% of 99% of the principal amount of the Loan outstanding as of the Purchase Date, less a \$100.00 Booking Fee which Participant may deduct and retain from the Purchase Price to cover its costs of booking the Participation Interest;

WHEREAS, Participant desires to accept the 99% undivided participation interest in the Loans on the terms and conditions contained in this Agreement; and

WHEREAS, Habitat shall remain the sole owner of the Loans and shall service the Loans by and through its agent, AmeriNat or substitute servicer acceptable to Habitat and Participant .

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, Habitat and Participant agree as follows:

Section 1. **Definitions.** Whenever used in this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

"Additional Servicing Compensation" means (i) amounts collected for checks or other items returned for insufficient funds, (ii) late payment charges (but not default interest) with respect to the Loans, and (iii) any modification fees, extension fees, assumption fees and similar processing fees received from or on behalf of any Borrower.

"ALTA" means the American Land Title Association, or any successor thereto.

"Borrower" or "Borrowers" means the person or persons that are obligated as borrowers under the Loan Documents.

"Collateral" means property of whatever nature or kind pledged to Habitat to secure payment of any of the Loans.

"Collections" means all moneys, from whatever source derived, received by Habitat from time to time on account of or in respect of, or relating to, any Loan or as proceeds of the Collateral, including any prepayment fees, **but** excluding Additional Servicing Compensation, payments for escrow amounts, and origination and commitment fees relating to the Loans.

"Commitment Letter" is a contingent commitment letter prepared by Participant notifying Habitat that Participant is willing to purchase a Participation interest in a Loan, and sets forth any special conditions related to Participation that are binding. (A sample Commitment Letter is attached as Exhibit A). The Commitment Letter, together with any approved revisions, will also set forth other terms and conditions specific to an individual Participation and are binding on Habitat and the Borrower.

"Defaulted Loan" has the meaning set forth in Section 8 hereof.

"Loan" means a loan made by Habitat to a Borrower in which Participant has or will have a Participation.

"Loan Documents" means those documents executed by any Borrower, or any third party obligor in respect of any Loan or Loans evidencing or relating to any Borrower's or third party's obligations in respect of the Loan or Loans or any security interest or Collateral relating to such Loan or Loans, including without limitation, promissory notes (sometimes referred to herein as "Note" or "Notes"), credit agreements, guarantees, security agreements, mortgages, deeds of trust, or letters of credit, but excluding any credit information or any personal financial information of any Borrower, which Habitat is prohibited from sharing pursuant to the Fair Credit Reporting Act or other applicable consumer privacy laws.

"Net Realizable Value" means the amount determined jointly by Participant and Habitat that can be realized from a Defaulted Loan, after deducting any costs of collection.

"Participation Certificate" means the document evidencing Participant's Participation with respect to a Loan made between Habitat and a Borrower. A sample Participation Certificate is attached hereto as Exhibit B.

"Participation Interest" means a 99% undivided participation interest in the Collections, the Loans at the time of Purchase Date, the Collateral, and the Loan Documents, including the principal, interest, and other payments related thereto.

"Participation Amount" means, with respect to a Loan, that portion of the original principal amount of a Loan purchased by Participant, minus the aggregate principal amount repaid, on any given date, on that portion of the Loan purchased by Participant.

"Participant's Share" means Participant's share of any Collections.

"Policies and Procedures" means the written policies and procedures of Habitat and/or its loan Servicer as set forth in portions of Habitat's and/or its loan Servicer's policies and procedures manuals that govern generally, its credit policies, underwriting policies, loan closing policies, collection policies and booking and billing procedures applicable to the Loans, as amended from time to time.

"Promptly Pay" or "Prompt Payment" means the time period within which Habitat must forward or remit Participant's pro rata share of the Collections to Participant in order to avoid late fees hereunder. Payment is considered timely for this purpose if Habitat remits in immediate funds said payment to Participant within fifteen (15) business days of receipt of payment. If Participant has more than one Participation with Habitat, payment may be combined for all Participations and remitted

within fifteen (15) business days of the end of each month. In the event a payment is not remitted to Participant within fifteen (15) business days of its above mentioned due date, a late fee of the greater of 4% of the total payment due (per payment being withheld) or \$50 (per payment being withheld), whichever is greater, shall be automatically assessed. Arrearage will be determined from the date the payment should have been remitted through the date the payment is actually remitted. This late fee will be immediately due and owing. Additionally, any and all late fees due to Habitat's delinquency shall not be the responsibility of, and shall not be absorbed by or charged to, the Borrower. In compelling circumstances and upon Habitat's written request, Participant may, within its sole discretion, agree to waive any late fees due to a late payment.

"Purchase Date" means, with respect to a Participation, the date on which such Participation is purchased.

"Qualified Mortgage" means a Loan that meets all the requirements to be a "Qualified Mortgage" under the Ability to Repay/Qualified Mortgage Rule promulgated by the Consumer Finance and Protection Bureau as amended from time to time.

"Servicer" means, AmeriNat or substitute servicer acceptable to Habitat and Participant.

"Servicing Expenses" means any and all out-of-pocket liabilities, obligations, losses, penalties, expenses (including reasonable legal expenses and fees), disbursements, costs and damages, but excluding salaries and wages of its officers and employees and overhead expenses, incurred by Habitat, or for which Habitat is responsible, directly or indirectly, in connection with or arising as a result of (a) the enforcement of rights or remedies with respect to a Loan or the collection of same (including those arising due to suits, claims or counterclaims by another party against Habitat), and (b) the protection of the interests in any collateral securing the repayment of a Loan. "Servicing Expenses" does NOT include services or products provided by or through Habitat for the benefit of the Borrower, guarantor, or other responsible party to facilitate their compliance with agreed terms and conditions. The mere fact that Habitat pays an expense does not in itself qualify it as a "Servicing Expense;" rather there must be a clear correlation to the enforcement of Habitat's rights or remedies. Business restructuring expenses do not constitute "Servicing Expenses" unless prior written approval is obtained from Participant.

Section 2. **Issuance of Participation Interest.** Habitat shall sell, assign and transfer, and Participant shall purchase and accept, subject to the terms and conditions of this Agreement, a Participation in a Loan pursuant to the following process:

(a) **Applications.** Habitat shall accept applications from prospective Borrowers and, if found creditworthy by Habitat and meeting the Policies and Procedures, Habitat may close and fund a Loan. After closing and funding of a Loan, Habitat shall submit the Application for Participation in substantially the form attached hereto as Exhibit C, together with supporting documents including a copy of the executed Loan Documents for the Loan, in a form satisfactory to Participant, for the Participant's review and purchase approval. No Participation Interest in any Loan shall be sold if Habitat's representations and warranties contained in Section 3 of this Agreement or if Participant's representations and warranties contained in Section 4 of this Agreement shall not be true and correct as of the date of sale by Habitat. Each Loan shall be included within the definition of "Loans" from and after the Purchase Date for all purposes of this Agreement. Participant expressly reserves the right, in its sole discretion, to accept or reject any Borrower and/or any Loan. Once Habitat receives and returns an executed Commitment Letter as set forth in the following subparagraph (b), the

purchase of the Participation interest may be consummated by Participant's tender of the Purchase Price less the Booking Fee and the issuance by Habitat of the Participation Certificate to Participant as set forth herein

(b) **The Participant Commitment.** Upon receipt from Habitat of an Application for Participation with the applicable documents, including the Loan Documents, Participant, in its sole discretion, shall determine whether it will purchase a Participation Interest in the loan. Participant shall make every attempt to make its determination within thirty (30) days of receipt of the Application for Participation and applicable documents, including the Loan Documents. If Participant approves the Application for Participation, it will issue and send, via electronic communication, a Commitment Letter to Habitat, which shall remain in effect for thirty (30) days. Habitat shall, within thirty (30) days after the Commitment Letter is issued, sign it and return the original to Participant or the Commitment Letter shall expire. Participant, in its sole discretion, may grant an extension of time provided that no material change in either the Loan, the financial condition of the Borrower (including guarantors), or the Borrower's ability to repay the Loan as originally approved has occurred. If Participant declines the Application for Participation, it will make every attempt to so advise Habitat within thirty (30) days of receipt of the Application.

(c) **Purchase and Funding of Participation.** Participant shall deliver the Purchase Price for the Loan less the Booking Fee to Habitat within five (5) business days of its receipt of the executed Commitment Letter from Habitat, and Habitat shall have its authorized designee execute and deliver a Participation Certificate to Participant (a sample of which is attached as Exhibit B) within five (5) business days of its receipt of such funds from Participant. Participant shall acknowledge the Participation Certificate. The sale and purchase of Participation Interest will be considered consummated in accordance with the Commitment Letter on the date Participant funds are transferred to Habitat irrespective of Participant's receipt of the Participation Certificate.

Section 3. **Representations and Warranties of Habitat.** Habitat hereby represents and warrants to Participant as of the date hereof:

(a) Habitat is a Florida non-profit corporation. Habitat is licensed, qualified and in good standing in Florida where the location of its properties or the conduct of its business requires such licensing or qualification. Habitat is in compliance with the laws of Florida to the extent necessary to ensure the enforceability of any related Loan in accordance with its terms.

(b) Habitat has the corporate power and authority, and has taken all necessary and proper corporate action to enter into and perform this Agreement and to consummate the transactions contemplated hereby.

(c) This Agreement, together with any other document or instrument related to the transfer of the Participation Interest to Participant, has been duly authorized, executed and delivered by Habitat and, assuming the due authorization, execution and delivery of this Agreement and such other documents by Participant, constitutes the valid and binding obligations of Habitat enforceable against it in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or other similar laws affecting the enforcement of creditors rights generally or by general equitable principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(d) The execution, delivery, and performance of this Agreement does not conflict with, or result in a breach of or default under Habitat's Charter or Bylaws, any agreement or instrument to

which Habitat is a party, or any federal, state or local law, regulation, ruling or interpretation to which Habitat is subject, the violation of which would have a material adverse effect on the collectability of the Loans, taken as a whole, or the validity of the Participation Interest.

(e) There is no litigation, administrative action, arbitration, proceeding or investigation pending or, to the best knowledge of Habitat, threatened against Habitat in any federal, state or local court, or before any administrative agency or arbitrator, or before any other tribunal duly authorized to resolve disputes which, if adversely determined, would have a material adverse effect on the collectability of the Loans, taken as a whole, or the validity of the Participation Interest.

(f) No consent, approval, authorization or order of, or registration or filing with, or notice to any court or governmental agency or body is required for the execution, delivery and performance by Habitat of, or compliance by Habitat with, this Agreement or consummation of the transactions contemplated by this Agreement which has not been performed or obtained.

(g) Habitat is the sole owner of the Loans, free and clear of claims, liens, charges and encumbrances of any type, except for the Participation Interest granted hereunder.

(h) Each Loan has been underwritten, closed, advanced, booked and administered in accordance with the Policies and Procedures. Habitat agrees to service the Loans through its Servicer, in accordance with (i) applicable federal and state laws and regulations, (ii) the Policies and Procedures, and (iii) customary practices, policies and procedures for servicing residential mortgage loans (hereafter, the "Services"), including, without limitation, all activities of personnel of Habitat, all supplies and all data transmission and processing equipment needed:

(i) to prepare and maintain appropriate books and records evidencing or pertaining to the Loans;

(ii) to receive, process and account for payments on the Loans;

(iii) to prepare and mail statements, notices or disclosures to Borrowers as may be appropriate or required by law;

(iv) to respond promptly to any customer inquiries Habitat may receive in connection with the Loans;

(v) to provide security to protect the confidentiality of information relating to the Loans or the Borrowers thereunder;

(vi) to charge miscellaneous non-interest fees on the Loans, such as late charges, pursuant to the terms of the promissory note and mortgage securing the Loan;

(vii) to collect and properly apply any credit insurance, private mortgage insurance or flood insurance premiums due in connection with the Loans;

(viii) to provide Participant from time to time with Habitat's standard reports regarding the Loans and the portfolio being serviced hereunder, including without limitation, demographic information on the Borrowers in accordance with Home Mortgage Disclosure Act; and

(ix) to verify on an annual basis that all taxes, governmental assessments, special assessments, insurance premiums, and municipal charges have been paid by the Borrowers.

(i) Except as would not have a material adverse effect on the enforceability or collectability of the Loans or the validity of the Participation Interest, each Loan Document is genuine, was duly authorized, executed and delivered and is the legal, valid and binding obligation of Habitat, and the other parties thereto, enforceable in accordance with its terms, except (i) as such enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, or other similar laws affecting the enforcement of creditors' rights generally or by general equitable principles (regardless of whether such enforcement is considered in a proceeding in equity or at law), or (ii) to the extent that certain of the remedial provisions of the Loan Documents may be limited by applicable law, provided that such limitations do not make the remedies provided for in the Loan Documents inadequate for the practical realization of the benefits of the security intended to be afforded thereby.

(j) Except as would not have a material adverse effect on the enforceability or collectability of the Loans, or the validity of the Participation Interest, all recordable instruments included in the Loan Documents have been duly recorded in all places necessary to perfect valid, first priority security interests or mortgage liens, as the case may be, and the Loan Documents create valid, existing, enforceable, and, to the extent possible, perfected first priority liens on the Collateral.

(k) All costs, fees and expenses incurred in underwriting, closing and funding each Loan and recording any instruments related thereto have been paid or are not assessable against Participant.

(l) Habitat and/or its Servicer shall have complied with all applicable federal, state and local laws, regulations, rulings and interpretations applicable to the making and servicing of any Loan.

(m) Except as would not have a material adverse effect on the enforceability or collectability of the Loans or the validity of the Participation Interest, there is no default, breach, violation or event which would permit acceleration of the amounts due under the Loans or the Loan Documents and no event which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach, violation or event which would permit acceleration, and Habitat has not waived any default, breach, violation or event which would permit acceleration.

(n) Except as would not have a material adverse effect on the enforceability or collectability of the Loans or the validity of the Participation Interest, to the best of Habitat's knowledge, none of the Loan Documents is subject to any valid set-off, abatement, diminution, counterclaim or defense, including, without limitation, a defense of usury, or any right of rescission, and no such set-off, abatement, diminution, counterclaim or defense, including a defense of usury, or right of rescission, has been asserted with respect thereto.

(o) The information set forth in each Application for Participation submitted with respect to a Loan will be true and correct in all material respects as of the date or dates as to which the information is given and the amount of each Loan set forth in such Application for Participation is a valid debt due and owing by the applicable Borrower to Habitat in the amount and as of the date set forth in such Application for Participation.

(p) Except as would not have a material adverse effect on the enforceability or collectability of the Loans or the validity of the Participation Interest, each Loan (i) is, or will be in the ordinary course of business, covered by an ALTA lender's title insurance policy if required by the Policies and Procedures of Habitat and/or its Servicer, and each such title insurance policy is issued by a title insurer acceptable to Habitat and qualified to do business in the jurisdiction where the Collateral is located, insuring Habitat and its successors and assigns, as to Habitat's corresponding lien, subject only to any loss by reason of the invalidity or unenforceability of the lien resulting from the provisions of such Loan providing for adjustment to the interest rate and monthly payment, (ii) where required by state law or regulation, each Borrower under such Loan has been given the opportunity to choose the carrier of the required mortgage title insurance, (iii) such lender's title insurance policy affirmatively insures ingress and egress, and against encroachments by or upon the Collateral or any interest therein, (iv) Habitat and its successors and assigns, are the sole insureds of such lender's title insurance policy, and such lender's title insurance policy is valid and remains in full force and effect and will be in force and effect upon the consummation of the transactions contemplated by this Agreement, and (v) no claims have been made under such lender's title insurance policy and, neither Habitat nor, to the best of its knowledge, any other prior holder of such related Loan, has done, by act or omission, anything which would impair the coverage of such lender's title insurance policy, including without limitation, no unlawful fee, commission, kickback or other unlawful compensation or value of any kind has been or will be received, retained or realized by any attorney, firm or other person or entity, and no such unlawful items have been received, retained or realized by Habitat.

(q) Neither this Agreement nor any information, statement, tape, diskette, report, or other document furnished or to be furnished pursuant to this Agreement or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

(r) Prior to Participant's acceptance of a Participation Interest in any Loan under this Agreement, Habitat shall provide information satisfactory to Participant evidencing that Habitat's Servicer provides contractual indemnity, defense and hold harmless protections to Habitat with respect to servicing Loans under this Agreement.

(s) **Insurance.** Habitat will obtain and maintain in full force and effect throughout the term of this Agreement, at its own expense, a fidelity bond and errors and omissions insurance, covering Habitat's officers and employees and other persons acting on behalf of Habitat in its capacity as servicer with regard to the Loans, in an amount acceptable to Participant. With respect to each Loan, there is in effect a hazard insurance policy with an insurance carrier issued by an insurance company acceptable to Participant with the scope of standard extended coverage, each of which policy provides for fire and extended coverage in an amount at least equal to the lesser of the Loan balance or one hundred percent (100%) of the insurable value of the improvements on the mortgaged property. Habitat shall furnish to Participant reasonably satisfactory evidence of such coverages for each mortgaged home securing the loans to be purchased at the time the "Loan Documents" are delivered to the Participant for review.

(t) **Qualified Mortgage.** Each Loan shall be a Qualified Mortgage.



Section 4. Representations and Warranties of Participant.

(a) Participant is a state bank, incorporated and domiciled in Mississippi, and chartered by the state of Mississippi. Participant is licensed, qualified and in good standing in each state where the location of its properties or the conduct of its business requires such licensing or qualification. Participant is in compliance with the laws of any such state to the extent necessary to ensure the enforceability of any related Loan in accordance with its terms.

(b) Participant has the corporate power and authority, and has taken all necessary and proper corporate action to enter into and perform this Agreement and to consummate the transactions contemplated hereby.

(c) This Agreement has been duly authorized, executed and delivered by Participant and, assuming the due authorization, execution and delivery of this Agreement by Habitat, constitutes the valid and binding obligation of Participant enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or other similar laws affecting the enforcement of creditors rights generally or by general equitable principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(d) The execution, delivery, and performance of this Agreement does not conflict with, or result in a breach or default under, Participant's Charter or Bylaws, any agreement or instrument to which Participant is a party, or any federal, state or local law, regulation, ruling or interpretation to which Participant is subject.

(e) No consent, approval, authorization or order of, or registration or filing with, or notice to any court or governmental agency or body is required for the execution, delivery and performance by Participant of or compliance by Participant with this Agreement or the consummation of the transactions contemplated by this Agreement which has not been performed or obtained.

(f) Participant has been given the opportunity (i) to ask questions of Habitat and to examine its books and records pertaining to the Loans and Loan Documents (other than credit information or personal financial information of any Borrower, which Habitat is prohibited from sharing pursuant to the Fair Credit Reporting Act or any other applicable consumer privacy laws) and (ii) to obtain any additional information which Habitat possesses or can reasonably obtain which is necessary to verify the accuracy of the information previously obtained. In making an investment in the Loans, Loan Documents and related Collateral, Participant has relied solely on the information obtained and upon its independent investigation.

(g) Participant is acquiring the Participation Interest solely for its own account as an investment and will not sell or transfer the Participation Interest without the prior approval of Habitat.

Section 5. Habitat's Obligations to Participant.

(a) Habitat, as servicer of the Loans, shall be obligated to collect, as Participant's trustee with respect to Participant's pro rata share thereof, all payments of interest and principal due and payable on the Loans, together with any charges, fees, costs, expenses and any and all other amounts due on or in connection with the Loan Documents, including without limitation all Servicing Expenses incurred by Habitat.

(b) If and when Collections are received on or after the Effective Date, Habitat shall Promptly Pay Participant's Share to Participant; provided, however, that to the extent Collections received by Habitat on or after the Effective Date represent payment of principal, interest, or proceeds of Collateral on any Loan in respect of any period or partial period before the Effective Date, payment to Participant shall be appropriately adjusted to reflect the period of time during which Participant held the Participation Interest in such Loan. Participant's share of all Collections shall be remitted by deposit to Participant's designated account titled in Participant's name at Renasant Bank, or otherwise as Participant shall instruct Habitat in writing. Funds due to Participant from Habitat hereunder shall be Promptly Paid on at least a monthly basis and more often if otherwise agreed by the parties. Provided, however, Habitat is authorized to retain from the Collections remitted to Participant each month an amount that is equal to \$16.00 per Loan as Participant's agreed contribution to the cost incurred by Habitat in servicing the Loans.

(c) If Habitat should for any reason make any payment to Participant in anticipation of the receipt of funds in respect of any Loan and such funds are not duly received by Habitat on the date such payment is due, or such payment proves to be in excess of the amount due to Participant, as applicable, then Participant shall, upon request of Habitat, promptly return to Habitat any such amounts plus interest thereon from the day such amounts, as applicable, were transferred by Habitat to Participant up to, but not including, the day such amounts, as applicable, are returned by Participant at a rate per annum equal to the effective federal funds rate as published in The Wall Street Journal (Eastern Edition) on such transfer date.

(d) If, pursuant to any bankruptcy, insolvency, liquidation or reorganization law or similar law, Habitat is required at any time to return any portion of the payments made by any Borrower or any other entity obligated with respect to any Loan or otherwise received by Habitat, Participant shall, on demand of Habitat, promptly return to Habitat any such amounts received by Participant, but without interest thereon, unless Habitat is required to pay interest on such amounts to the person recovering such payment, in which case with interest thereon, computed at the same rate that Habitat is required to pay in relation to such return of payment by Habitat.

(e) In its handling of any Loan and any Collateral security rights under the Loan Documents, Habitat shall exercise the same care and due diligence it exercises when it processes loans and collateral security rights on its own behalf and within the covenants and requirements of this Section 5. It is understood that Habitat shall have no independent responsibility for the performance of a Borrower's obligation, nor for any failure or delay in exercising any rights or powers given Habitat by the Loan Documents, beyond undertaking the same care that Habitat exercises in the making and handling of loans and credits for its own account.

(f) Except as provided for in Section 8 a Participation or a Loan may not be transferred by Participant or Habitat (as applicable), in whole or in part, without the written consent of the other party which consent shall not be unreasonably withheld. In no event shall Habitat reduce its ownership to less than the agreed upon percentage of the initial participation.

(g) All Collateral evidenced by the Loan Documents and any additional security given by a Borrower shall be held by Habitat primarily as security for the Loan and shall not be used or applied toward payment of other obligations of the Borrower to Habitat, as long as the Loan remains unpaid and as long as this Agreement remains in effect; provided however, that nothing herein shall prevent Habitat from collecting payments from the Borrower for other indebtedness, or foreclosing upon other

security that is not securing a Loan covered under this Agreement, if the other loans or credits are in default, are separately stated on the books of Habitat, and the security or other collateral is segregated at all times, and provided that any such action does not trigger an event of default under the Loan Documents.

(h) All Collections received by Habitat in connection with any Loan (other than the fees) shall be applied and distributed in the following order of priority: (i) to the payment of all Servicing Expenses (if any); (ii) to the payment of accrued and unpaid interest on the Note; and (iii) to the payment of principal on the Note. Before any distribution to Participant, with respect to any such application being made, the amount thereof shall be adjusted to the extent that any amount is owed by either party to the other, in accordance with the terms hereof.

(i) Participant authorizes Habitat, and Habitat hereby agrees to act as agent for Participant subject to the limitations contained herein: (i) to negotiate, control, manage and service the Loans; (ii) to enforce or to refrain from enforcing the Loan Documents; (iii) to give consents, commitments or waivers in connection with the Loan Documents; (iv) to acquire additional security for the Loans; (v) to take or refrain from taking any action and make any determination provided for herein or in the Loan Documents; and (vi) to exercise all such powers as are incidental thereto. Habitat acknowledges its status as trustee and represents that it has the power to perform the services listed in this Section. In acting under this Agreement, Habitat agrees to exercise the same degree of care in administering each Loan as it would use in managing its own loans in which no Participation has been issued. Habitat agrees that the exercise of these fiduciary responsibilities as trustee for Participant includes the full and complete pursuit of amounts owed in relation to any unpaid portion of an entire Loan until released from that responsibility in writing by Participant, while Participant retains an undivided interest in such Loan and any related Loan Documents. Further, Habitat agrees that it will take no independent action, unless agreed to in advance and in writing by Participant, that directly, or indirectly by nature of a proceeding or process, releases any Borrower or any guarantor or other responsible party or entity, in full or in partial satisfaction, from a continuing responsibility to repay any Loan and/or other applicable charges/fees in relation to debt collection activities, until all amounts due are paid in full.

(j) Habitat hereby covenants with respect to each Loan that it shall not, without Participant's prior written consent or approval:

(i) consent to or accept any cancellation, termination, revision, or settlement of any Loan Document, or agree to any transfer or termination of any instrument now or hereafter assigned to it as security for the Loan;

(ii) release, partially or fully, any collateral given as security for a Loan or any guarantor of the Loan;

(iii) extend the maturity date of a Loan or the date of any interest or principal payment thereunder;

(iv) reduce the amount of any payment of principal or the applicable interest rate;

(v) increase the maximum amount of a Loan or the obligations of Habitat or Participant pursuant to any Loan Document;

(vi) require the acceptance of a new note evidencing a Loan, in substitution for the Note;

(vii) waive or consent to the modification of any Loan Document that would cause a Loan to no longer be in compliance with the requirements of Section 3; or

(viii) consent to any amendment or modification to a Loan Document that would be, in the judgment of a prudent financial manager, material to any Loan.

In the event that Habitat seeks Participant's consent or approval for any of the matters enumerated above Participant shall make every effort to respond to Habitat's request within ten (10) business days after such request. Such response may be by telephone, to be confirmed in writing promptly thereafter.

(k) Habitat shall consult in good faith with Participant. Notwithstanding the foregoing, if such a default is caused by the nonpayment of principal or interest, by the bankruptcy of a Borrower or a guarantor, or by the occurrence of an event that would have a material adverse effect on the repayment of the Loan or the collateral securing the Loan (in Habitat's reasonable judgment), Habitat shall not waive such default without the written consent of Participant.

(l) In the event of actual or threatened litigation affecting a Loan or the security for such Loan, and if Habitat is of the opinion that the services of an attorney should be retained to protect those interests, Habitat may, following ten (10) business days' prior written notice to Participant (unless, in the judgment of Habitat, immediate action is required, whereupon any reasonable form of notice to Participant shall be acceptable), retain counsel to represent Habitat. Habitat shall seek to cause the Borrower to pay the reasonable fees and expenses of such counsel in accordance with the terms and conditions of the Loan Documents, but if the Borrower fails to pay such fees and expenses, then Habitat shall pay all reasonable costs thereof as Servicing Expenses. Participant shall not have any right in connection with such litigation to retain other counsel, except at the sole cost and expense of Participant.

(m) Habitat shall promptly furnish to Participant an executed copy of any Loan Documents and copies of all such documents pertaining to any Loan, including, without limitation, periodic financial information required to be delivered to Habitat which Habitat has in its possession from time to time.

Section 6. Loan Advances. Habitat shall make required advances of additional funds under a Loan to the extent of Habitat's outstanding commitment related to such Loan at the time of such advance. Participant shall pay to Habitat, at least on a monthly basis and more often if otherwise agreed by the parties, its share of the amount of the advance. In the event Participant fails to pay such amount as required hereby, the unpaid amount shall bear interest at a rate per annum equal to the effective federal funds rate as published in The Wall Street Journal (Eastern Edition) for the date such payment is due.

Section 7. Other Business; Books and Records.

(a) Habitat and its affiliates may enter into loans with, accept deposits from, make loans or otherwise extend credit to, accept collateral and engage in any kind of loan financing,

banking or trust or other business with any Borrower and its respective affiliates and receive payment on such loans or extensions of credit and otherwise act with respect thereto freely and without accountability in the same manner as if this Agreement and the Loans were not in effect.

(b) Habitat shall at all times keep proper books and records in accordance with generally accepted accounting principles ("GAAP") consistently applied, reflecting all transactions in connection with the Loans. All such records (other than credit information and personal financial information of any Borrower, which Habitat is prohibited from sharing pursuant to the Fair Credit Reporting Act or any other applicable consumer privacy laws) shall be accessible for inspection by Participant at all reasonable times during Habitat's business hours.

(c) Participant shall at all times keep proper books and records in accordance with generally accepted accounting principles ("GAAP") consistently applied, reflecting histories of all payment applications of Participant's Share received from Habitat in connection with the Loans. All such records shall be accessible for inspection by Habitat at all reasonable times during Participant's business hours.

Section 8. Defaulted Loans; Substituted Loans; Repurchase by Habitat.

- (a) Upon the occurrence of a default or an Event of Default (as defined in the Loan Documents) or upon default in the payment of any principal of, or interest on, a Note or in the observance of the performance of any of the terms, covenants and conditions of any of the Loan Documents, Habitat shall promptly notify Participant in writing, such notice to be provided no later than thirty (30) days from the occurrence of the event triggering such obligation of notice. If the default is not cured and the Loan is delinquent in payments for a period of ninety (90) days, or in other words, the delinquent amount is equal to or greater than the aggregate amount of three monthly payment amounts (a "Defaulted Loan"), then for so long as Participant owns the Participation Interest, Habitat shall use its best efforts to replace such Defaulted Loan with a substitute loan (the "Substitute Loan"). Any Substitute Loan must be secured by residential real estate located in Alachua County, Florida, have a mortgage interest rate equal to the interest rate of the Defaulted Loan, have a maturity date similar to the Defaulted Loan, otherwise meet all of the terms and conditions of this Agreement and all of the representations and warranties of Habitat hereunder.
- (b) Each loan will have a Substitution True Up Worksheet ("Worksheet") prepared at the time of each Purchase Date and made a part of the Participation Certificate, a sample of which is attached as Exhibit D. The Worksheet will exhibit a value in a column labeled "Habitat Repurchase Obligation" ("Habitat Repurchase Obligation"). The Habitat Repurchase Obligation shall reflect the remaining balance owed to the Participant based on the Participant's loan accounting (amortization schedule which is an agreed upon and acceptable method to Habitat) for the Participation. The Substitute Loan for the Defaulted Loan will need to be in an amount that is equal to the corresponding value derived from the Worksheet divided by .76725. If 76.725% of the Substitute Loan exceeds the Habitat Repurchase Obligation then the Participant shall advance additional monies to Habitat based on the incremental difference leaving a balance owing to the Participant equal to 76.725% of the Substitute Loan. If 76.725% of the Substitute Loan is less than the Habitat Repurchase Obligation then Habitat shall

repay the incremental difference to the Participant leaving a balance owing to the Participant equal to 76.725% of the Substitute Loan.

Upon Habitat's substitution of a Substitute Loan, Habitat will issue a Participation Certificate for the Substitute Loan to Participant, and Participant shall transfer and convey its Participation Interest in the Defaulted Loan to Habitat, without recourse or any warranty express or implied except for Participant's representation of ownership of its Participation Interest in the Defaulted Loan. Participant shall execute all assignments, endorsements and other instruments of conveyance as may be reasonably necessary.

- (c) In the event Habitat does not have a comparable Substitute Loan, Habitat shall, within thirty (30) days of receipt of notice from Participant of any Defaulted Loans, repurchase the Defaulted Loan (s), at a price, payable in immediately available funds, equal to the Habitat Repurchase Obligation. Upon Habitat's repurchase of a Defaulted Loan, Participant shall transfer and convey to Habitat its Participant Interest in the Defaulted Loan without recourse or any warranty express or implied other than the warranty of ownership of the interest transferred, Participant shall execute all assignments, endorsements and other instruments of conveyance as may reasonably be necessary.
- (d) Upon discovery by either Habitat or Participant of any breach of the representations or warranties contained herein that materially and adversely affect the value of the Loans or the interest of the Participant therein or in a related Loan (or the interest of the Participant in a related Loan in the case of a representation and warranty relating to a particular Loan) the party discovering such breach shall give prompt written notice to the other party. In the event of the discovery of such breach, Habitat shall, within thirty (30) days of receipt of demand from Participant, repurchase any such Loan(s) for which a breach was discovered (Defaulted Loan (s)), at the Habitat Repurchase Obligation value, payable in immediately available funds. Upon Habitat's repurchase of a Defaulted Loan, Participant shall transfer and convey to Habitat its Participant Interest in the Defaulted Loan without recourse or any warranty express or implied other than the warranty of ownership of the interest transferred, Participant shall execute all assignments, endorsements and other instruments of conveyance as may reasonably be necessary.

Section 9. Indemnification.

(a) Habitat agrees to indemnify Participant and hold Participant harmless, on demand, for and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, actions, forfeitures, judgments, suits, costs, expenses or disbursements (including fees and disbursements of counsel and arbitration and arbitrator's fees) of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against Participant in any way relating to or arising out of (i) the material breach by Habitat of any of the representations and warranties contained in this Agreement or (ii) the intentional misconduct, bad faith, or negligence of Habitat or its agent, AmeriNat or substitute servicer acceptable to Habitat and Participant. Habitat's liability should not exceed 76.725% of the foregoing .

(b) Participant agrees to indemnify Habitat and hold Habitat harmless, on demand, for and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including fees and disbursements of counsel and arbitration and arbitrator's fees) of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against Habitat in any way relating to or arising out of a Loan and Loan Documents that are not reimbursed or otherwise paid to or recovered by Habitat pursuant to the Loan Documents; provided, however, that Participant shall not be liable for any of the foregoing to the extent they arise from Habitat's or its servicing agent's intentional misconduct, bad faith, or negligence and Participant's liability should not exceed 76.725% of the foregoing. Should Habitat be sued or threatened by suit by any receiver or trustee in bankruptcy or by any Borrower as a debtor-in-possession on account of any alleged preference, voidable transfer or fraudulent conveyance alleged to have been received as the result of any transaction in respect of which Participant has participated with Habitat hereunder, or if any clam, suit or action shall be asserted against Habitat relating to such transactions, then in such event, any money paid by Habitat in satisfaction or compromise of such suit, action or demand, any money paid required to be returned by Habitat to such Borrower or its estate and any costs or fees associated therewith shall be reimbursed to Habitat by Participant upon demand by Habitat.

Section 10. Consideration for Sale. In consideration for the sale of Participation Interest of the Loans by Habitat, Participant agrees to pay to Habitat an amount equal to 77.5% of 99%, or stated another way 76.725% of the sum of the aggregate outstanding principal and other fees and charges due and owing on the Loans sold ("Purchase Price"); at the time of purchase. The Purchase Price for the Loans shall be paid by Participant to Habitat on the date of purchase by wire transfer of immediately available funds to the account designated by Habitat or a bank check.

Section 11. Setoff by Habitat. Habitat agrees that if it should receive through the exercise of any right of counterclaim, setoff, banker's lien or otherwise, any Collections in respect to the Loans, that Habitat will remit the Participant's Share of such funds to Participant in accordance with the terms of this Agreement.

Section 12. Participant's Ownership.

(a) It is the intention of Participant and Habitat that Participant shall become vested with an undivided equitable ownership interest (proportional to such Participation from time to time) in the Loans and Collateral as evidenced by the Loan Documents and that this Agreement shall have the same force and effect as if separate assignments of each Loan, Loan Document, and respective Collateral were executed, delivered by Habitat and as if a separate endorsement were made to the promissory note for each Loan to reflect that Participant owns an undivided interest in such Loan. If Habitat acquires any security interests or liens granted by any of the Loan Documents, Participant shall have an undivided interest in such security interest or lien equal to its Participation in the Loan, notwithstanding the fact that the security interest or lien is in the name of, and/or possession is maintained by Habitat. If there is an amendment to any applicable bankruptcy law, or if there is a ruling of a court of competent jurisdiction, to the effect that the holding of the Participation Interest is an extension of credit, Habitat shall take such additional steps as Participant may reasonably require, at Participant's expense, to assure Participant's legal rights as an owner of interest in the Loans.

(b) All Loan Documents and the rights conveyed by them executed and delivered in connection with any Loan shall be held by Habitat in trust for the pro rata benefit of Habitat and Participant, and as servicing agent for Participant. Habitat is authorized to retain the Notes and the

Loan Documents in Habitat's name and to deal with parties other than Participant as though Habitat were an absolute owner of the Loan and the Loan Documents. Any person, firm or corporation may deal with Habitat concerning the Loan in the same manner as if the Participation was not outstanding and Habitat was the sole owner of the Loan, except as Habitat's rights may be limited by this Agreement. Habitat may perform any of its obligations hereunder by or through its agents, employees or attorney.

(c) Participant and Habitat acknowledge and agree with respect to each Loan that:

(i) Habitat is expected to exercise due diligence in determining (i) the accuracy of any statement, warranty, representation or certification made by a Borrower and/or any guarantors in, or in connection with, any document relevant to the Loan, and (ii) the financial condition of a Borrower and any guarantor with respect to the Loan or the performance or observance of any obligations by a Borrower or any guarantor with respect to the Loan.

(ii) The sale of a Participation does not constitute the sale of a "security" under or as defined in the Securities Act of 1933 and the Securities Exchange Act of 1934.

(iii) The relationship between Habitat and Participant is and shall be that of a seller and purchaser of a property interest and not a debtor-creditor relationship. This Agreement is not intended to constitute, nor shall it be construed to establish, a partnership or joint venture between Habitat and Participant.

(d) Although Habitat holds for Participant's proportional benefit all Collateral securing performance and payment of a Borrower's obligations and liabilities under and in connection with any Loan, Participant shall have no interest in any other property taken as security for any other credit, loan or financial accommodation made or furnished to any Borrower by Habitat in which Participant has no Participation. This shall include any property now or hereafter in Habitat's possession or under Habitat's control or in any deposit held that may be or may become security for performance or payment of a Borrower's or guarantor's obligations and liabilities under and in connection with other indebtedness owing to Habitat by reason of the general description contained in any other instrument held by Habitat or by reason of any right of setoff, counterclaim, banker's lien or otherwise; provided, however, if such property, deposit, indebtedness or the proceeds thereof shall be applied to the payment or reduction of principal, interest, fees or any other amounts owing by a Borrower or guarantor in connection with a Loan, then Participant shall be entitled to its pro rata share of such payment. All collateral securing performance and payment of a Borrower's obligations and liabilities under and in connection with any Loan may be used by Habitat in connection with other indebtedness owing to Habitat, but only if lien position is specifically subordinate to the Loan.

Section 13. Miscellaneous Provisions.

(a) This document contains the entire agreement among the parties in regard to the subject matter hereof and supersedes any and all prior agreements or understandings.

(b) This Agreement shall remain in full force and effect until all of Participant's undivided participation interests in the Loans represented by the Participation Interest, including, without limitation, the underlying Collateral, are liquidated or discharged completely. The indemnities provided for in this Agreement shall survive any such termination of this Agreement.

(c) All notices and other communications hereunder shall be in writing, addressed as follows:

If to Habitat:

Scott Winzeler
Executive Director
Alachua Habitat for Humanity
2630 NW 41st Street
Suite C-3
Gainesville, FL 32606
Telephone: 352-371-5871
Facsimile: 352-378-2306
Email: swinzeler@alachuahabitat.org

If to Participant:

David Wilson
Renasant Bank
4373 Newberry Road
Gainesville, FL 32607
Telephone: 352-224-1900
Facsimile: 352-224-1902
Email: david.wilson@renasant.com

Any notice to be delivered to a party hereto will be effective upon delivery by registered or certified mail, return receipt requested, or overnight delivery service, or by electronic mail, telecopy or facsimile machine. Change of address may be made by giving written notice of the change of address to the other party hereto.

(d) This Agreement shall be governed by and construed in accordance with the laws of Florida applicable to contracts made and to be fully performed in such state, without otherwise giving effect to the choice of law principles thereof.

(e) This Agreement may be executed, acknowledged, and delivered in any number of counterparts. Each such counterpart shall constitute an original but all of such counterparts taken together shall constitute one agreement.

(f) This Agreement may be amended, modified or supplemented only by a written instrument executed by the parties hereto. The invalidity, illegality or unenforceability of one or more of the provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

(g) The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

(h) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, except as such assignments are prohibited herein. Neither party hereto shall assign all or any part of the rights or obligations

arising hereunder without the prior written consent of the other party; provided, however, that each of the parties hereto may, without such consent, assign all or any of the rights and obligations arising under this Agreement to (i) a subsidiary, parent or subsidiary of a parent of such party, or (ii) any successor (by merger or otherwise) to all or substantially all of the assets and liabilities of such party; and provided, further, that such assignee or successor shall enter into a written agreement in form and content acceptable to all parties hereto agreeing to be bound by the terms hereof.

(i) None of the provisions of this Agreement shall inure to the benefit of any Borrower or any person other than Participant and Habitat and their respective successors and permitted assigns. Participant may assign its Participation interest to an Affiliate. Habitat may assign or encumber its interest in the Loans with the prior written consent of Participant. Borrowers and any person other than Participant and Habitat and their respective successors and permitted assigns shall not be entitled to rely upon or raise as a defense, in any manner whatsoever, the failure of Participant or Habitat to comply with the provisions of this Agreement or to enforce their rights hereunder. Neither Participant nor Habitat shall incur any liability to any Borrower or any other person for any act or omission of the other. "Affiliate" shall mean any entity that controls Participant, that Participant controls, or that is under common control with Participant.

(j) The parties hereto agree to execute any additional documents, obtain permissions, meet any requirements or perform any other acts necessary to assure the intent of this Agreement is fully performed.

(k) Nothing herein contained confers on either party any interest in or subjects either party to any liability on account of the assets or liabilities of the other, except for Participant's Participation Interest.

(l) This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one and the same Agreement.

(m) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(n) Habitat agrees to maintain, for a minimum of five (5) years after the repayment, repurchase or other termination of Participant's Participation, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with any Loan and Loan Documents. Habitat agrees that all books, records, and supporting documents related to any Loan and the Loan Documents shall be available for review and audit by the regulators of Participant and agrees to cooperate fully with any audit and to provide full access to all relevant materials. Habitat further agrees that it will make available to the Treasury Inspector General all books and records related to the use of the Collections and Purchase Price, subject to the Right to Financial Privacy Act (12 U.S.C. § 3401 et seq.), including detailed Loan records, as applicable.

[signature page to the Master Participation Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RENASANT BANK

(PARTICIPANT)



By: DAVID C. WILSON
Printed Name

Title: Gainesville Market President

Date: 3-1-18

Alachua Habitat for Humanity

(LENDER)

By: Scott Winzler
Printed Name Scott Winzler

Title: Executive Director

Date: 3-1-2018

EXHIBIT A
SAMPLE COMMITMENT LETTER

Date _____

Name: Alachua Habitat for Humanity
Address: 2630 NW 41st Street
Suite C-3 Gainesville, FL 32606-7495

Re: Master Participation Agreement dated: _____

Dear _____:

Renasant Bank ("Renasant") hereby agrees to purchase a ninety-nine percent (99%) Participation interest in your loan to _____ (Borrower) for 77.5% of the 99% of the principal owed, or stated another way, 76.725% of such principal, which is \$ _____ (the "Purchase Price") less the Booking Fee references below, such purchase being on the terms and conditions described in the Application for Participation related to such Loan submitted by you to Renasant. Notwithstanding the foregoing, Participant may deduct and retain \$100.00 from the Purchase Price as a fee for booking the Participation interest. Among the terms applicable to this loan are the following:

1. Loan Number _____
2. Amount of Loan \$ _____
3. Habitat Portion \$ _____ Habitat Percentage 1%
4. Renasant Portion \$ _____ Renasant Percentage 99%
5. Habitat Rate _____ (Fixed/Variable/Adjustable)
6. Loan Terms: _____

Habitat Terms: _____

Renasant Terms: _____

7. Address of Borrower: _____

This commitment, and any subsequent funding of the Participation, is subject to the following contingencies:

1. Habitat shall provide one Note evidencing the full amount of Habitat's Loan to include Renasant's Portion.
2. In no case will Renasant's term of obligation exceed the maturity date as shown on the Note.
3. At all times during which Renasant owns a Participation interest in a Loan or until the Loan is paid in full, Habitat shall continue to own at least one percent (1%) of the total amount of the Loan. Additionally, Renasant's principal balance may never exceed the agreed upon Participation percentage of the Borrower's principal balance.
4. This purchase of a Participation in such Loan is made pursuant to and shall be governed by the Master Participation Agreement, by and between you and Renasant (the "Master Participation Agreement"). All capitalized terms used in this Commitment Letter not otherwise defined herein shall have the meanings ascribed to them in the Master Participation Agreement.
5. This Commitment Letter does not obligate Renasant for an extension of credit beyond the terms as described above. It is mutually understood and agreed that this Commitment Letter and/or the Master Participation Agreement represents the entire understanding between Habitat and Renasant regarding the terms applicable to this Participation and that no oral representations or inducements regarding the terms applicable to this Participation that are not included or embodied in this letter and agreement shall be of any force and effect.
6. Habitat is notified that, in any instance where the length of the principal amortization schedule exceeds the number of years of the Loan term to which Renasant is committing, thus obligating the Borrower to make a balloon payment at the end of the initial term, Renasant is under no obligation, whatsoever, to participate in any financing of said balloon for any future term.
7. After receipt of the Purchase Price Habitat must provide an original Participation Certificate (Exhibit B of the Master Participation Agreement) and copies of Habitat's executed Loan Documents as described in the Master Loan Participation Agreement within fifteen (15) business days of closing.
8. Habitat, upon receipt of Renasant funds, shall provide a receipt of funds and return it to Renasant at the same address as set forth in paragraph ten (10) below.
9. Payments will be made to Renasant attention: _____
Please include with each payment the Report/Payment Distribution Summary and Transmittal showing the receipt of the payment and the details of how the total payment was distributed.

This will confirm your acceptance of these conditions. Pursuant to the Master Loan Participation Agreement, this commitment letter will expire thirty (30) days from the date of this letter, unless a written extension is granted. Please sign, date and return this original commitment letter to:

David Wilson
Market President
Renasant Bank
4373 Newberry Road
Gainesville, FL 32607

Renasant Bank (Participant)

By: _____

Printed Name: _____

Title: _____

Date: _____

Alachua Habitat for Humanity (Lender)

Printed Name: _____

By: _____

Its: _____

Date: _____

EXHIBIT B
PARTICIPATION CERTIFICATE

The undersigned lender (the "Lender") and Renasant Bank ("Renasant") have entered in a Master Participation Agreement dated _____, 2018 (the "Master Agreement") pursuant to which such parties have agreed that Renasant from time to time may purchase from the Lender, Participations in loans made by the Lender. This Participation Certificate shall acknowledge the purchase of such a 99% participation (the "Participation") in a loan (the "Loan") of the Lender to _____ (the "Borrower"), Loan Number _____, pursuant to the terms and conditions of that certain Commitment Letter dated _____, 201__ (the "Commitment Letter"). The Loan was made on _____, 201__ on the terms and conditions described in the Commitment Letter and those contained in the Application for Participation related to the Loan submitted by the Lender to Renasant.

The Lender represents to Renasant (a) that the Loan has been made on the terms and conditions described in the related Application for Participation submitted to Renasant, (b) that it has provided to Renasant copies of the promissory note and all other documentation required by Section 2 of the Master Agreement, and such copies are true and correct as of the date hereof. This Participation shall be governed by all of the terms and conditions contained in the Master Agreement and the Commitment Letter.

Alachua Habitat for Humanity
(LENDER)

By: _____

Printed Name

Title: _____

Date: _____

Acknowledged:

Renasant Bank

By: _____ (Gainesville Market President)

Date: _____

EXHIBIT C
 Renasant Bank (Renasant)
Alachua Habitat for Humanity Participation Program
APPLICATION FOR PARTICIPATION

Lender Alachua Habitat for Humanity
 Contact _____ Title _____
 Address 2630 NW 41st Street, C-3 FEIN _____
 City Gainesville State FL Zip 32606-7495
 Telephone _____ FAX _____
 Borrower _____

We request approval for participation in the following loan:

Total Amount of Loan: \$ _____ Loan Number _____
 Lender Share: \$ _____ Lender Percent _____ 1 %
 Renasant Share: \$ _____ Renasant Percent _____ 99%
 Interest Rate _____ % Loan Term _____ Amortization _____
 Combined Loan Payment: \$ _____ Beginning: _____

The following must be completed and submitted:

1. Habitat's Application for Participation.
2. Borrower's Loan Application.
3. Habitat's Internal Loan Report to include:
4. Borrower's tax returns for two years.
5. Borrower's Credit Report(s).

LENDER'S CERTIFICATION

I certify to Renasant that the loan represented by this Application for Participation is approved and subject to terms specified. I have reviewed and verified the information in the Borrower's Application and the documentation supporting this Application for Participation. I certify, to the extent of my knowledge, that the Representations and Warranties as to the Loan set forth in Section 3 of the Master Participation Agreement are or will be true and correct therein stated. I certify that loan is not refinancing of a loan previously made to that borrower by the lender or an affiliate of the lender.

Certifying Lender Signature _____ Title _____ Date _____

FOR RENASANT USE ONLY

Borrower is eligible ineligible
 Borrower has has not demonstrated the ability to carry out the project
 Participation recommended not recommended recommended for \$ _____
 Review Committee Approval _____



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

Supplement 1

In reply refer to: 0248206044
Dec. 12, 2016 LTR 4168C 0
59-2750078 000000 00

00018080
BODC: TE

ALACHUA HABITAT FOR HUMANITY INC
% ROBIN BASTANZI
2630 NW 41ST ST STE C3
GAINESVILLE FL 32606



138355

Employer ID Number: 59-2750078
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Dec. 01, 2016, regarding your tax-exempt status.

We issued you a determination letter in January 1987, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Supplement 21

0248206044
Dec. 12, 2016 LTR 4168C 0
59-2750078 000000 00
00018081

ALACHUA HABITAT FOR HUMANITY INC
% ROBIN BASTANZI
2630 NW 41ST ST STE C3
GAINESVILLE FL 32606

Sincerely yours,



Kim A. Billups, Operations Manager
Accounts Management Operations 1

Supplement 2



Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012633598C-6	11/30/2017	11/30/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ALACHUA HABITAT FOR HUMANITY INC
2317 SW 13TH ST
GAINESVILLE FL 32608-2010

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



Important Information for Exempt Organizations

DR-14
R. 10/15

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

**NOTICE TO EMPLOYEES
DRUG FREE WORKPLACE**

This notice is written pursuant to the Drug Free Workplace Act, 41, U.S.C. §§ 701 and the implementing regulations at 24 CFR 24.

Alachua Habitat for Humanity is a Drug Free Workplace.

The unlawful manufacture, distribution, dispensation, or use of a controlled substance is prohibited in Alachua Habitat's workplace and program. Drug abuse violations in the workplace will result in immediate suspension, termination, or mandatory participation in a drug abuse assistance or rehabilitation program as determined upon review by the employee's supervisor.

It is the policy of Alachua Habitat for Humanity to maintain a Drug Free Workplace. To this end, Alachua Habitat will offer Drug Awareness programs and will assist, by referral, any employee seeking drug counseling or programs of rehabilitation.

As a condition of employment at Alachua Habitat the employee will abide by the conditions of this statement and also will notify Alachua Habitat for Humanity in writing of his/her conviction for a violation of a criminal drug statute, occurring in the workplace, no later than five calendar days after such conviction.

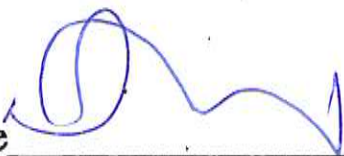
Name  Date 1/14/21

Exhibit 2 - BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one)

Local Preference requested:

YES NO

A copy of the following documents must be included in your submission if you are requesting Local Preference:

- Business Tax Receipt
- Zoning Compliance Permit

Qualified Small Business and/or Service Disabled veteran Business Status

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business? YES NO

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service-Disabled Veteran Business? YES NO

Living Wage Compliance

See Living Wage Decision Tree (Exhibit 3):

Living Wage Ordinance does not apply (check all that apply)

Not a covered service

Contract does not exceed \$100,000

Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.

Located within the City of Gainesville enterprise zone.

Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?

YES NO (refer to Part 1, 1.6, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (# N15150)

If the answer is "NO", please state reason why: _____

DIVERSITY AND INCLUSION (Applies to solicitations above \$50,000)

Does your company have a policy on diversity and inclusion? YES NO

If yes, please attach a copy of the policy to your submittal.

Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply being requested for information gathering purposes.

ALIGNED HABITAT FOR HUMANITY

Bidder's Name

DAVID WEISS COO

Printed Name/Title of Authorized Representative

[Signature]

Signature of Authorized Representative

1/14/21

Date

Exhibit 5 – REFERENCE FORM

Name of Bidder: ALACHUA HOSPITAL FOR HUMANITY

Provide information for at least three (3) references of similar scope performed within the past three years. You may include photos or other pertinent information.

#1 Year(s) services provided (For Example: 1/2018 to 12/2019): 2017-CURRENT

Company Name: CONTRACTORS SUPPLY

Address: 3010 NE WINDO

City, State Zip: GAINESVILLE, FL 32609

Contact Name: _____

Phone Number: 352-372-6315 Fax Number: _____

Email Address (if available): _____

#2 Year(s) services provided (For Example: 1/2018 to 12/2019): 2017-CURRENT

Company Name: ABC SUPPLY

Address: 3330 NE WINDO

City, State Zip: GAINESVILLE, FL 32609

Contact Name: _____

Phone Number: 352-336-5372 Fax Number: _____

Email Address (if available): _____

#3 Year(s) services provided (For Example: 1/2018 to 12/2019): _____

Company Name: DEREN LAND SURVEYING

Address: 40605 NW 6TH ST

City, State Zip: GAINESVILLE, FL 32609

Contact Name: 352-331-0010

Phone Number: _____ Fax Number: _____

Email Address (if available): _____