

R-2017-387



November 16, 2017

Pinnacle at Peacefield, Ltd.  
c/o PHG-Peacefield, LLC  
9400 S. Dadeland Blvd., Suite 100  
Miami, FL 33156

Re: Amended and Restated Commitment for \$578,000 Loan to Finance the Development of Pinnacle at Peacefield in Hollywood, Florida

Ladies and Gentlemen:

The City of Hollywood, Florida (the "Lender") offers to make a construction and permanent loan ("Loan") to Pinnacle at Peacefield, Ltd., a Florida limited partnership (the "Borrower"). This loan commitment is made upon the following terms and conditions:

1. Purpose: The purpose of the Loan is to finance the construction of Pinnacle at Peacefield, an affordable housing development (the "Project"), located on Adams Street, southwest of the intersection of Adams Street and South Dixie Highway, Hollywood Florida. The source(s) of the Loan shall be one or a combination of the City of Hollywood Community Redevelopment Agency and City Administered funds.

2. Loan Amount: \$578,000. The Loan shall be secured by a subordinate mortgage on the Project.

3. Interest: Zero percent (0%) interest rate, throughout the term of the Loan.

4. Loan Term: The Loan is non-recourse and non-amortizing with a term co-terminus with the first mortgage financing, but in no event to exceed thirty-two (32) years. The closing date may be extended by the Lender in its sole discretion.

5. Repayment and Forgiveness: Upon maturity, the Borrower shall repay the loan balance in full. The Loan Agreement shall have a provision for forgiveness exercisable by the Lender in its sole discretion at the end of the Loan Term.

6. General Conditions: The Borrower must demonstrate to the satisfaction of Lender prior to closing that it has secured other sources of financing for the Project, including but not limited to the tax credit equity being contributed to the Borrower by its investor partner. Failure to provide these commitments before June 30, 2019 shall result in cancellation of the Loan. The Loan will close simultaneously with the purchase of the property on which the development shall be constructed and all other sources of debt and equity to finance the development of the Project.

7. Special Conditions. The Borrower shall enter into a loan agreement, mortgage and related documents with the Lender at closing.

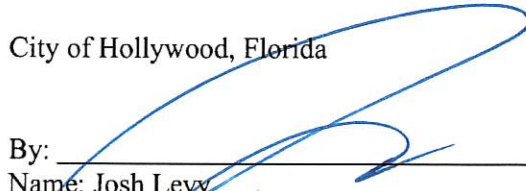
8. Subordination: Lender will consent to the subordination of its mortgage securing the Loan and any payments on the Loan to the first mortgage construction and permanent financing.

9. Environmental Review: City Administered funds will only be advanced, and costs incurred, after the City has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. Satisfactory completion of environmental review and receipt by the City of release of funds from HUD under 24 CFR Part 58 may be required. The environmental review may result in a decision to proceed with alternative funding from the Lender.


This commitment is valid and in full force and effect through June 30, 2019. If you accept these terms, please execute a copy hereof and deliver the same to the Lender's office.

Very truly yours,

City of Hollywood, Florida

By:   
Name: Josh Levy  
Title: Mayor  
Date: 8/1/18 CW


APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

By:   
CITY ATTORNEY d7

ACCEPTED:

Pinnacle at Peacefield, Ltd., a Florida limited partnership

By: PHG-Peacefield, LLC, general partner

By:   
Name: David O. Deutch  
Title: Vice-President/Manager  
Date: 8-8-18