City of Arvada
Housing Authority Agenda
JANUARY 6, 2025
SPECIAL MEETING

Councilmembers:
Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Shawna Ambrose, District 2
Sharon Davis, At large
Bob Fifer, District 4
John Marriott, District 3
Brad Rupert, At large

Staff Members Usually Present:
Linda Haley, Acting City Manager
Don Wick, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Public Works
Jessica Morales, Interim Director of Utilities
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Director of Finance
Gabriella Bommer, Director of Human Resources
Ryan Stevenson, Director of Vibrant Community & Neighborhoods
Rachael Kuroiwa, Director of Communications & Engagement
Ed Brady, Chief of Police
Kristen Rush, City Clerk

Info: 720-898-7550

CITY COUNCIL CHAMBERS
6:00 PM

I. Call to Order

II. Roll Call

III. Approval of Minutes
   1. November 4, 2024 Housing Authority

IV. Public Comment

V. New Business
   1. R-HA-25-01, A Resolution Authorizing the Arvada Housing Authority to Loan Marshall Pointe Apartments, LP $850,000 to Assist in Financing an Affordable Housing Development to be Known as Marshall Pointe Apartments
   2. R-HA-25-02, A Resolution Authorizing the Arvada Housing Authority to Enter Into a Limited Partnership Agreement as a Special Limited Partner for the Marshall Pointe Affordable Housing Development

VI. Adjourn

SUMMARY OF THE MINUTES OF THE ANNUAL MEETING OF THE ARVADA HOUSING AUTHORITY HELD NOVEMBER 4, 2024

I. CALL TO ORDER - by Chairperson Simpson at 6:00 p.m.

II. ROLL CALL OF MEMBERS

Those present: Chairperson Lauren Simpson, Chair Pro Tem Randy Moorman, Commissioner Shawna Ambrose, Commissioner Sharon Davis, Commissioner Lisa Feret, Commissioner Bob Fifer Commissioner John Marriott

Also present: Linda Haley, Interim City Manager; Don Wick, Deputy City Manager; Rachel Morris, City Attorney; Carrie Espinoza, Housing and Homelessness Program Manager; Katie Patterson, Communications Manager, Infrastructure and Kristen Rush, City Clerk

III. APPROVAL OF MINUTES – July 1, 2024

The minutes stand approved.

IV. PUBLIC COMMENT – none

V. REPORTS OF THE SECRETARY - none

VI. REPORTS OF COMMITTEES – none

VII. UNFINISHED BUSINESS – none

VIII. NEW BUSINESS

1. R-HA-24-04 A Resolution Authorizing the Arvada Housing Authority to Enter Into a Housing Assistance Payments Contract for the Marshall Pointe Affordable Housing Development

Carrie Espinosa, Secretary for the Arvada Housing Authority, reviewed this resolution with the Authority.

Commissioner Feret moved that R-HA-24-04, A Resolution Authorizing the Arvada Housing Authority to Enter Into a Housing Assistance Payments Contract for the Marshall Pointe Affordable Housing Development, be approved.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer, Marriott
The motion was Approved.

2. R-HA-24-05 A Resolution Authorizing A Subordination Agreement Between the Arvada Housing Authority and the State of Colorado for Loans to Legacy-Arvada Partners, LP for the Legacy Senior Residences Development and Authorizing the First Amendment to the Deed of Trust, Promissory Note and Loan Agreement Recognizing the State of Colorado's Senior Encumbrance

Carrie Espinosa, Secretary for the Arvada Housing Authority, reviewed this resolution with the Authority.

Commissioner Feret moved that R-HA-24-05, A Resolution Authorizing A Subordination Agreement Between the Arvada Housing Authority and the State of Colorado for Loans to Legacy-Arvada Partners, LP for the Legacy Senior Residences Development and Authorizing the First Amendment to the Deed of Trust, Promissory Note and Loan Agreement Recognizing the State of Colorado's Senior Encumbrance, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer
Those voting No: Marriott
The motion was Approved.

IX. ADJOURN at 6:25 p.m.

____
Lauren Simpson, Chairperson

____
Carrie Espinosa, Secretary, Housing Authority

REPORT TO HOUSING AUTHORITY

AGENDA ITEM V.1.

TO: THE HONORABLE CITY COUNCIL DATE: January 6, 2025

SUBJECT: R-HA-25-01, A Resolution Authorizing the Arvada Housing Authority to Loan Marshall Pointe Apartments, LP $850,000 to Assist in Financing an Affordable Housing Development to be Known as Marshall Pointe Apartments

Report in Brief

Presenter: Carrie Espinosa

The Marshall Pointe Apartments development will provide 260 units of affordable housing located at 5170 Marshall Street. The Arvada Housing Authority committed to provide a loan of $850,000 to assist in the financing of this affordable housing project. The owner of the project, Marshall Pointe Apartments, LP, is scheduled to close on its loan in January 2025 and must submit an executed loan agreement between the Arvada Housing Authority and Marshall Pointe Apartments, LP as part of its closing documentation.

JP Morgan Chase Bank, N.A. will provide the construction loan to Marshall Pointe Apartments, LP in an amount not to exceed $66,492,500. As part of the construction loan agreement, JP Morgan Chase is requesting that the Arvada Housing Authority subordinate its loan of $850,000.

The Colorado Housing and Finance Authority (CHFA) will provide a permanent loan to Marshall Pointe Apartments, LP in an amount not exceeding $55,500,000. CHFA requests that the Arvada Housing Authority subordinate its loan of $850,000.

The Arvada team recommends that the City Council approve R-HA-25-01, A Resolution Authorizing the Arvada Housing Authority to Loan Marshall Pointe Apartments, LP $850,000 to Assist in Financing an Affordable Housing Development to be Known as Marshall Pointe Apartments.

Financial Impact

The source of payment for the $850,000 loan is the annual partnership payment received from the Arvada Housing Authority's .01% Special Limited Partnership interest in various other affordable housing communities.

Background

Marshall Pointe Apartments is a tax credit approved affordable housing development that will provide 260 units of affordable housing located at 5170 Marshall Street. As part of the low-income housing tax credit (LIHTC) application, the Arvada Housing Authority agreed to provide a loan of $850,000 to assist in financing the project.

Marshall Pointe Apartments will provide affordable housing for the community as follows:

- The Arvada Housing Authority will provide 8 Housing Choice Vouchers. Therefore, as long as the vouchers are awarded, no less than 8 of the units at the property shall be restricted to households not exceeding 30% of area median income (AMI) as established by the U.S. Department of Housing and Urban Development (HUD).
- The 260 units at Marshall Pointe Apartments will be restricted to households with income averaging 60% AMI.

Marshall Pointe Apartments, LP is expected to close on the loan for this project in January 2025. A loan agreement between the Arvada Housing Authority and Marshall Pointe Apartments, LP must be executed before closing.

Discussion

The Arvada City Council identified affordable housing as a priority area in the 2024-2030 City of Arvada Strategic Plan. Additionally, the 2024 City of Arvada Housing Needs Assessment and Housing Strategic Plan identified the following top three housing needs:

1. Need for additional affordable rentals
2. Starter homes and family homes priced near $450,000
3. Increased diversity in housing stock with a focus on missing middle ownership options and the need for housing stability options

Marshall Pointe Apartments will address the top need identified in the Arvada Housing Strategic Plan by offering 260 affordable housing units to households averaging 60% Area Median Income.

Public Contact

Posting to the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

This item supports the following City of Arvada 2024-2030 Strategic Plan by supporting the City Council Housing Strategic Result-

Improve access to diverse, safe and affordable housing options and programs, providing residents with opportunities to obtain housing that meets their needs in all phases of life.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R-HA-25-01, A Resolution Authorizing the Arvada Housing Authority to Loan Marshall Pointe Apartments, LP $850,000 to Assist in Financing an Affordable Housing Development to be Known as Marshall Pointe Apartments.

Suggested Motion:

I move that R-HA-25-01, A Resolution Authorizing the Arvada Housing Authority to Loan Marshall Pointe Apartments, LP $850,000 to Assist in Financing an Affordable Housing Development to be Known as Marshall Pointe Apartments, be (approved) (rejected).

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	12/18/2024
Jessica Garner, Director of Community and Economic Development	12/19/2024
Bryan Archer, Director of Finance	12/19/2024
Gail Walker, Legal Specialist-Contracts	12/20/2024
Janelle Miller, Assistant City Attorney	12/20/2024
Rachel Morris, City Attorney	12/23/2024
Linda Haley, Acting City Manager	12/23/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R-HA-25-01

A RESOLUTION AUTHORIZING THE ARVADA HOUSING AUTHORITY TO LOAN MARSHALL POINTE APARTMENTS, LP $850,000.00 TO ASSIST IN FINANCING AN AFFORDABLE HOUSING DEVELOPMENT TO BE KNOWN AS MARSHALL POINTE APARTMENTS

WHEREAS, the Arvada Housing Authority ("the Authority") seeks to increase affordable housing options in the Arvada community; and

WHEREAS, Marshall Pointe is an affordable housing development located at 5170 Marshall Street, Arvada, Colorado 80002 ("the Property"), which will provide 260 units of affordable housing to the Arvada community; and

WHEREAS, Marshall Pointe requires an $850,000.00 in gap financing to complete the project; and

WHEREAS, the investor partners for Marshall Pointe require that Arvada's loan be subordinate to the construction and permanent loans; and

WHEREAS, the Authority finds that it is beneficial to support the project in order to increase affordable housing within Arvada.

NOW, THEREFORE, BE IT RESOLVED BY THE ARVADA HOUSING AUTHORITY:

Section 1. The Arvada Housing Authority hereby authorizes the Chairperson and Mayor, or Vice Chairperson and Mayor Pro Tem, to execute the promissory note, deed of trust, loan agreement, subordination agreements, and other related closing documentation, which are in substantially the same form as and related to those attached hereto.

Section 2. This Resolution shall be effective upon its approval by the Arvada Housing Authority.

ADOPTED AND APPROVED this 6th day of January, 2025.

____
Lauren Simpson, Chairperson

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: ______________________________________

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Kutak Rock LLP
2001 16th Street, Suite 1800
Denver, CO 80202
Attention: S. Jex Lawrence, Esq.

"

(Space Above For Recorder's Use)

SUBORDINATION AND STANDSTILL AGREEMENT

THIS SUBORDINATION AND STANDSTILL AGREEMENT (this "Agreement") is entered into January [__], 2025 by and among (i) JPMORGAN CHASE BANK, N.A., a national banking association (together with its successors and/or assigns, the "Senior Lender"), (ii) the HOUSING AUTHORITY OF THE CITY OF ARVADA, COLORADO, a public body corporate and politic in the State of Colorado, doing business as Arvada Housing Authority (the "Subordinate Lender"), and (iii) MARSHALL POINTE APARTMENTS, LP, a Colorado limited partnership (the "Borrower").

Recitals

A. Borrower owns fee simple title in and to certain real property described in Exhibit A hereto ("Land") upon which Borrower proposes to construct certain improvements consisting of a 260-unit multifamily affordable housing apartment project and amenities located in Jefferson County, Colorado, known or to be known as Marshall Pointe Apartments, together with all appurtenances, fixtures, and tenant improvements now or hereafter located on the Property ("Improvements" and together with the Land, collectively, the "Property").

B. Pursuant to that certain Loan Agreement dated as of January [__], 2025 (the "Bond Loan Agreement"), between Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado, in its capacity as the issuer (the "Issuer"), and Borrower, the Issuer has determined to issue and sell its Colorado Housing and Finance Authority Multi-Family/Project Class I Bonds, 2025 Series A-1 in the principal amount not to exceed $57,920,000 (the "2025A-1 Bonds"), and Colorado Housing and Finance Authority Multi-Family/Project Class I Bonds, 2025 Series A-2 in the principal amount not to exceed $10,995,000 (the "2025A-2 Bonds" and, together with the 2025A-1 Bonds, collectively, the "Bonds"), and use the proceeds thereof to make a loan to the Borrower, upon the terms and conditions of the Bond Loan Agreement.

C. Pursuant to the terms of that certain Construction Loan Agreement dated as of the date hereof between Senior Lender and Borrower (the "First Mortgage Loan Agreement"), Senior Lender has agreed to make a loan to Borrower in the anticipated approximate aggregate amount of $63,000,000 (the "Construction Loan"), which Construction Loan shall be disbursed to

Computershare Trust Company, N.A., a national banking association, in its capacity as the trustee of the Bonds (together with its successors and assigns, the "Bond Trustee") on behalf of Borrower to be used as cash collateral for the Bonds to finance the acquisition of the Property and construction of the Improvements. Additionally, Senior Lender has agreed to make a loan to Borrower in the anticipated approximate aggregate amount of $34,351,752 (the "Tail Loan" and together with the Construction Loan, collectively, the (the "First Mortgage Loan") to pay for costs of constructing the Improvements, pursuant to the terms and conditions of the First Mortgage Loan Agreement.

D. The First Mortgage Loan and Borrower's repayment obligations under and pursuant to the First Mortgage Loan Agreement will be evidenced by, among other things, and Borrower will make payments in accordance with the terms of: (i) that certain Promissory Note dated as of the date hereof, in the principal amount of the Construction Loan (together with all riders, indorsements and modifications thereto, the "Construction Loan Note"), and (ii) that certain Promissory Note dated as of the date hereof, in the principal amount of the Tail Loan (together with all riders, indorsements and modifications thereto, the "Tail Loan Note" and together with the Construction Loan Note, collectively, the "First Mortgage Note") each executed and delivered by the Borrower to the Senior Lender, and each is due in full on January [__], 2028, as may be extended in accordance with the terms and conditions of the First Mortgage Loan Documents

E. To secure the First Mortgage Loan and Borrower's obligations under the First Mortgage Loan Documents (defined below), the Borrower will execute and deliver to Senior Lender: (i) a Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of the date hereof, in favor of the Public Trustee of Jefferson County, Colorado, as trustee, for the benefit and security of Senior Lender in conjunction with the Construction Loan, to be recorded against the Property immediately before this Agreement (the "Construction Loan Deed of Trust"), and (ii) a Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of the date hereof, in favor of Public Trustee of Jefferson County, Colorado, as trustee, for the benefit and security of Senior Lender in conjunction with the Tail Loan, to be recorded against the Property (the "Tail Loan Deed of Trust" and together with the Construction Loan Deed of Trust, collectively, the "First Mortgage").

F. The Borrower has requested the Senior Lender to permit the Subordinate Lender to make that certain loan in the amount of $850,000 ("Subordinate Loan"), and to secure the Subordinate Loan by, among other things, recording a subordinate mortgage or deed of trust against the Property (the "Subordinate Mortgage").

G. The Senior Lender has agreed to permit Subordinate Lender to make the Subordinate Loan and to record the Subordinate Mortgage against the Property subject to all of the conditions contained in this Agreement.

H. As a condition to Senior Lender making the First Mortgage Loan secured by the First Mortgage, Senior Lender requires that the First Mortgage be unconditionally and at all times remain a lien or charge upon the Property, prior and superior to all the rights of the Subordinate Lender secured by the Subordinate Mortgage, the repayment of the Subordinate Loan, and the covenants and restrictions under the other Subordinate Loan Documents, and that the Subordinate

Lender specifically and unconditionally subordinates the Subordinate Mortgage, the repayment of the Subordinate Loan, and the covenants and restrictions under the other Subordinate Loan Documents to the lien or charge of the First Mortgage, the repayment of the First Mortgage Loan and the other First Mortgage Loan Documents.

NOW, THEREFORE, in order to induce the Senior Lender to permit the Subordinate Lender to make the Subordinate Loan to the Borrower and to record the Subordinate Mortgage against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"Affiliate" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner or managing member of a partnership or limited liability company, respectively, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"Borrower" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property on or after the date of this Agreement.

"Business Day" means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City or Chicago.

"Default Notice" means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a First Mortgage Loan Default has occurred under the First Mortgage Loan; or (b) a copy of the written notice from Subordinate Lender to the Borrower stating that a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

"First Mortgage Loan Default" means the occurrence of a "Default" or "Event of Default" as such terms are defined in the First Mortgage Loan Documents.

"First Mortgage Loan Documents" means the First Mortgage Loan Agreement, the First Mortgage Note, the First Mortgage, and all other documents evidencing, securing or otherwise executed and delivered in connection with the First Mortgage Loan.

"Person" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, limited liability limited partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"Senior Lender" means the Person named as such in the first paragraph on page 1 of this Agreement. When any other Person becomes the legal holder of the First Mortgage Note or of the First Mortgage Loan Documents, such other Person shall automatically become the Senior Lender.

"Subordinate Lender" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of any Subordinate Note after the date of this Agreement.

"Subordinate Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"Subordinate Loan Documents" means, collectively, the Subordinate Note, the Subordinate Mortgage, and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

"Subordinate Mortgage" shall have the meaning ascribed to such terms in the Recitals of this Agreement and shall be deemed to include any other mortgage or deed of trust encumbering the Property as security for the Subordinate Loan, which Subordinate Lender will cause to be recorded among the applicable land records after the First Mortgage and immediately before this Agreement, together with any assignment of such Subordinate Mortgage, which Subordinate Lender will cause to be promptly recorded therewith among the applicable land records.

"Subordinate Note" means, the promissory note of even date herewith issued by the Borrower to Subordinate Lender, or order, to evidence the corresponding Subordinate Loan.

2. Permission to Place Mortgage Lien Against Property.

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the First Mortgage Loan Documents and subject to the provisions of this Agreement, to permit the Subordinate Lender to record the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Property (which are subordinate in all respects to the lien of the First Mortgage) to secure the Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of the Borrower to the Subordinate Lender under and in connection with the Subordinate Loan. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 hereof is true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower. If any of the representations and warranties made by the Borrower and the Subordinate Lender in Section

3 hereof is not true and correct on both of those dates, the provisions of the First Mortgage Loan Documents applicable to unpermitted liens on the Property shall apply.

3. Borrower's and Subordinate Lender's Representations and Warranties.

The Borrower and Subordinate Lender each make the following representations and warranties to the Senior Lender:

(a) Subordinate Note. The Subordinate Note contains the following provision or substantially the equivalent:

> The indebtedness evidenced by this Subordinate Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by the Construction Loan Note of even date herewith in the anticipated approximate aggregate amount of $63,000,000 and the Tail Loan Note of even date herewith in the anticipated approximate aggregate amount of $34,351,752, each issued by Borrower and payable to Senior Lender, or order, to the extent and in the manner provided in that certain Subordination and Standstill Agreement of even date herewith between the Subordinate Lender, the Senior Lender ,and the Borrower (the "Subordination Agreement"). The Subordinate Mortgage securing this Subordinate Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Construction Loan Deed of Trust securing the Construction Loan Note and the Tail Loan Deed of Trust securing the Tail Loan Note, as more fully set forth in the Subordination Agreement. The rights and remedies of the Subordinate Lender and each subsequent holder of this Subordinate Note under the Subordinate Mortgage securing this Subordinate Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Subordinate Note shall be deemed, by virtue of such holder's acquisition of the Subordinate Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.

(b) Relationship of Borrower to Subordinate Lender and Senior Lender. The Subordinate Lender is not an Affiliate of the Borrower, and Subordinate Lender is not in possession of any facts which would lead it to believe that the Senior Lender is an Affiliate of the Borrower or the Subordinate Lender.

(c) Term. The term of the Subordinate Note does not end before the term of the First Mortgage Note.

(d) Subordinate Loan Documents. The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.

(e) First Mortgage Loan Documents. The executed First Mortgage Loan Documents are substantially in the same forms as, when applicable, those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the First Mortgage Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the First Mortgage Loan Documents, certified to be true, correct and complete.

4. Terms of Subordination.

(a) Agreement to Subordinate. The Senior Lender and the Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the First Mortgage Loan Documents, and (ii) the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and the other First Mortgage Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage and the other First Mortgage Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage Loan Documents or for any other purpose expressly permitted by the First Mortgage, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Property).

(b) Subordination of Subrogation Rights. The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the First Mortgage, then, in that event, such lien shall be subject and subordinate to the lien of the First Mortgage.

(c) Payments Before First Mortgage Loan Default. Until Subordinate Lender receives a Default Notice of a First Mortgage Loan Default from the Senior Lender, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After First Mortgage Loan Default. The Borrower agrees that, after it receives a Default Notice (or otherwise acquires knowledge) of a First Mortgage Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. The Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. If Subordinate Lender receives written notice from the Senior Lender that the First Mortgage Loan Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 4 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 4(d).

(e) Remitting Subordinate Loan Payments to Senior Lender. If, after Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, Subordinate Lender receives any payments under the Subordinate Loan Documents, Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the First Mortgage Loan Documents in accordance with the provisions of the First Mortgage Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to the Senior Lender under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Obligations of Subordinate Lender relating to Bankruptcy Proceedings. Upon any distribution of the assets or properties of Borrower or upon any dissolution, winding up, liquidation, bankruptcy or reorganization involving Borrower or Property or, in the event of any proceeding relating to any other person or entity into which the assets or property of Borrower are consolidated (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or otherwise, herein referred to as a "Bankruptcy Proceeding"), Subordinate Lender agrees to each of the following:

(i) Senior Lender shall first be entitled to receive payment in full of the principal of and interest on the First Mortgage Loan and all fees and any other payments (including post-petition interest and all costs and expenses) due pursuant to the terms of the First Mortgage Loan Documents, before the Subordinate Lender is entitled to receive any payment on account of the Subordinate Loan; and

(ii) any payment or distribution of the assets or properties of Borrower of any kind or character, whether in cash, property, or securities, to which Subordinate Lender would be entitled except for the provisions of this Agreement, shall be paid by the debtor in possession, liquidating trustee or agent or other person making such payment or distribution directly to Senior Lender; and

(iii) in the event that, notwithstanding the foregoing, any payment or distribution of the assets or properties of Borrower of any kind or character, whether in cash, property, or securities, shall be received by a Subordinate Lender on account of principal, interest, fees, or other amounts on or with respect to any Subordinate Loan before all of the First Mortgage Loan is paid in full, such payment or distribution shall be received and held in trust for and shall be paid over to Senior Lender forthwith, for application to the payment of the First Mortgage Loan until the First Mortgage Loan shall has been paid in full in accordance with the terms of the First Mortgage Loan Documents;

(iv) Subordinate Lender, by execution of this Agreement, authorizes and expressly directs Senior Lender to take such action as may be necessary or appropriate, in Senior Lender's sole discretion, from time to time to effectuate the subordination provided herein. Subordinate Lender further agrees that it will not file any motions or take any other actions that might hinder, delay or otherwise frustrate Senior Lender's exercise of its rights set forth in this Section 4(f) and that it will not oppose any motions filed by the Senior Lender in any Bankruptcy Proceeding in furtherance of any of the foregoing, including without limitation any motion by Senior Lender for relief from the automatic stay; and

(v) The subordination of the Subordinate Loan and the Subordinate Loan Documents shall not be affected in any way by Senior Lender electing, under Section 1111(b) of the Federal Bankruptcy Code, to have its claim treated as being a fully secured claim. In addition, Subordinate Lender hereby covenants and agrees that, in connection with a Bankruptcy Proceeding involving Borrower, neither Subordinate Lender nor any of its affiliates shall (A) make or participate in a loan facility to or for the benefit of Borrower on a basis that is senior to or *pari passu* with the liens and interests held by Senior Lender pursuant to the First Mortgage Loan Documents, (B) not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan, and (C) not contest the continued accrual of interest on the First Mortgage Loan, in accordance with and at the rates specified in the First Mortgage Loan Documents, both for periods before and for periods after the commencement of such Bankruptcy Proceedings. Subordinate Lender shall execute and deliver to Senior Lender powers of attorney, assignments or other instruments as may be requested by Senior Lender in order to enable it to exercise the above-described authority or powers with respect to any or all of the Subordinate Loan Documents, and to collect and receive any and all payments or distributions which may be payable or deliverable at any time upon or with respect to any of the Subordinate Loan Documents to Subordinate Lender.

(g) Agreement Not to Commence Bankruptcy Proceeding. For so long as the First Mortgage Loan shall remain outstanding, Subordinate Lender covenants and agrees for the benefit of the Senior Lender, that without the Senior Lender's prior written consent, which may be given or withheld in the exercise of its sole and absolute discretion, Subordinate Lender shall not commence or join with any other creditor in commencing any Bankruptcy Proceeding involving Borrower, Subordinate Lender shall not initiate and shall not be a party to any action, motion or request in a Bankruptcy Proceeding involving any other person or entity, which seeks the consolidation of some or all of the assets of Borrower into such Bankruptcy Proceeding, and Subordinate Lender shall not, and shall not solicit any person or entity to, and shall not direct or cause Borrower to: (i) commence any Bankruptcy Proceeding or other action against Borrower under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors; (ii) institute proceedings to have Borrower adjudicated as bankrupt or insolvent; (iii) consent to, or acquiesce in, the institution of a Proceeding against Borrower; (iv) file a petition or consent to the filing of a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief by or on behalf of Borrower; (v) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, custodian or any similar official for Borrower, the Property (or any portion thereof) or any other collateral securing the First Mortgage Loan (or any portion thereof); (vi) make an assignment for the benefit of any credit of Borrower; or (vii) take any action in furtherance of any of the foregoing.

5. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. The Subordinate Lender shall deliver to the Senior Lender a Default Notice within five (5) Business Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Senior Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within ninety (90) days following the date Senior Lender receives such notice; provided, however that the Subordinate Lender shall be entitled, during such 90-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents to the extent permitted under Section 5(b). All amounts paid by the Senior Lender in accordance with the First Mortgage Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the First Mortgage.

(b) Subordinate Lender's Agreement to Standstill. If a Subordinate Loan Default occurs and is continuing, Subordinate Lender agrees that, without the Senior Lender's prior written approval, it will not accelerate the Subordinate Loan, commence foreclosure proceedings with respect to the Property, collect rents, appoint (or seek the appointment of) a receiver, institute any other collection or enforcement action, or exercise any other rights or remedies it may have under the Subordinate Loan Documents.

(c) Cross Default. The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a First Mortgage Loan Default under the First Mortgage Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the First Mortgage Loan Documents in the same manner as in the case of any other First Mortgage Loan Default. If Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice has been cured or waived, as determined by Subordinate Lender in its commercially reasonable discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the First Mortgage Loan Documents, any First Mortgage Loan Default under the First Mortgage Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the First Mortgage Loan shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Borrower any default rate interest or other default related charges or payments received by the Senior Lender during such First Mortgage Loan Default.

6. Default Under First Mortgage Loan Documents.

(a) Notice of Default and Cure Rights. The Senior Lender shall deliver to the Subordinate Lender a Default Notice within twenty (20) Business Days in each case where the Senior Lender has given a Default Notice to the Borrower. Failure of the Senior Lender to send a Default Notice to the Subordinate Lender shall not prevent the exercise of the Senior Lender's rights and remedies under the First Mortgage Loan Documents, subject to the provisions of this Agreement. The Subordinate Lender shall have the right, but not the obligation, to cure any such First Mortgage Loan Default as provided below. Subordinate Lender may have up to ten (10) days from the date of the Default Notice to cure any monetary default under the First Mortgage Loan Documents; provided, however, that the Senior Lender shall be entitled during such 10-day period, to continue to pursue its remedies with respect to the Property. Subordinate Lender may have up to thirty (30) days from the date of the Default Notice to cure a non-monetary First Mortgage Loan Default if during such 30-day period Subordinate Lender keeps current all payments required by the First Mortgage Loan Documents. In the event that such non-monetary default creates an unacceptable level of risk relative to the Property, or Senior Lender's secured position relative to the Property, in each case as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 30-day period all available rights and remedies to protect and preserve the Property and the rents, revenues and other proceeds from the Property. All amounts paid by the Subordinate Lender to the Senior Lender to cure a First Mortgage Loan Default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the liens of, the Subordinate Mortgage.

(b) Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a First Mortgage Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (i) the Senior Lender has accelerated the maturity of the First Mortgage Loan, or (ii) the Senior Lender has taken affirmative action to exercise its rights under the First Mortgage to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the First Mortgage. At any time after a First Mortgage Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any First Mortgage Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior Lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such First Mortgage Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such First Mortgage Loan Default had never occurred.

7. Conflict.

The Borrower, the Senior Lender and the Subordinate Lender each agree that, in the event of any conflict or inconsistency between the terms of the First Mortgage Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Property; (b) the timing of the exercise of remedies by the Subordinate Lender under the Subordinate Mortgage; and (c) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: (x) extend Borrower's time to cure any First Mortgage Loan Default or Subordinate Loan Default, as the case may be; (y) give the Borrower the right to notice of any First Mortgage Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the First Mortgage Loan Documents or the Subordinate Loan Documents; or (z) create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the First Mortgage Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right to advance funds to cure First Mortgage Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: (i) a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking"); or (ii) the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when the First Mortgage remains a lien on the Property the following provisions shall apply:

(1) The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the First Mortgage Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the First Mortgage Loan) in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the First Mortgage Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the First Mortgage Loan shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agree that, until the principal of, interest on and all other amounts payable under the First Mortgage Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon the Senior Lender under the First Mortgage Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's prior written consent shall be void ab initio and of no effect whatsoever and Subordinate Lender agrees that it shall not transfer or assign the Subordinate Loan or the Subordinate Loan Documents without the prior written consent of the Senior Lender.

9. Modification or Refinancing of First Mortgage Loan.

The Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the First Mortgage Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the First Mortgage Loan (including reasonable and necessary costs associated with the closing and/or the refinancing) and, in the event of new mortgage debt, Subordinate Lender shall execute and deliver to Senior Lender a new subordination agreement on the same terms and conditions as this Subordination Agreement.

10. Default by the Subordinate Lender or Senior Lender.

If the Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

11. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received five (5) Business Days after mailing in the United States), addressed to the respective parties as follows:

Senior Lender:
JPMorgan Chase Bank, N.A.
Community Development Banking
1301 Canyon Blvd.
Boulder, CO 80302
Attention: Isaac Silver

With a copy to:
Kutak Rock LLP
2001 16th Street, Suite 1800
Denver, CO 80202
Attention: S. Jex Lawrence, Esq.

Subordinate Lender:
Arvada Housing Authority
8101 Ralston Rd.
Arvada, CO 80002
Attention: Executive Director

Borrower:	Marshall Pointe Apartments, LP 401 Wilshire Blvd., 11th Floor Santa Monica, CA 90401 Attention: Russell Condas
With a copy to:	Lincoln Avenue Capital LLC 680 5th Avenue, 17th Floor New York, NY 10019 Attention: Hanna Jamar
With a copy to:	Winthrop & Weinstine, P.A. 225 South 6th St, Minneapolis, MN 55402 Attention: Joseph Phelps, Esq.

Any party to this Agreement may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

12. General.

(a) Assignment/Successors. This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

(b) Senior Lender Right to Purchase Subordinate Loan. Subordinate Lender hereby agrees that Senior Lender may, at its option (but without any obligation to do so), at any time (including during the pendency of a Bankruptcy Proceeding), purchase the Subordinate Loan at par (and without liability for any prepayment premiums or liquidated damages set forth in the Subordinate Loan Documents). Such transfer and assignment of the Subordinate Loan shall be without representation or recourse, except Subordinate Lender shall represent that it is the sole holder of such Subordinate Loan, that it has authority to assign and convey the Subordinate Loan Documents, that, to the best of its knowledge, there are no defaults or breaches under the Subordinate Loan Documents, and as to the total amount then outstanding under such Subordinate Loan.

(c) No Partnership or Joint Venture. The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venture, member, or partner of the Subordinate Lender. No party hereto shall hold itself out as a partner, member, agent or Affiliate of any other party hereto.

(d) Senior Lender's and Subordinate Lender's Consent. Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(e) **Further Assurances**. The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the First Mortgage, or to further evidence the intent of this Agreement.

(f) **Amendment**. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(g) **Governing Law**. This Agreement shall be governed by the laws of the State of Colorado.

(h) **Severable Provisions**. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(i) **Term**. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the First Mortgage Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the First Mortgage; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement.

(j) **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

[Signature Pages Follow]

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

SENIOR LENDER:

JPMORGAN CHASE BANK, N.A., a national banking association

By:_______________________________________
Isaac Silver, Vice President

STATE OF COLORADO	)	
	)	ss.
COUNTY OF _________________	)	

The foregoing instrument was acknowledged before me this ___ day of ______________, 2025, by Isaac Silver in his capacity as Vice President of JPMorgan Chase Bank, N.A., a national banking association.

WITNESS my hand and official seal.

____
Notary Public

My commission expires:_.

[Signature page 1 of 3 to Subordination and Standstill Agreement]

SUBORDINATE LENDER:

HOUSING AUTHORITY OF THE CITY OF ARVADA, COLORADO, a public body corporate and politic in the State of Colorado, doing business as **Arvada Housing Authority**

By:____
Name:____
Title:____

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _______________________________________

[Signature page 2 of 3 to Subordination and Standstill Agreement]

BORROWER:

MARSHALL POINTE APARTMENTS, LP, a Colorado limited partnership

By: Marshall Pointe GP LLC, a Delaware limited liability company, its general partner

By:____
Russell Condas, Vice President

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

State of California)
County of ________________________) SS:

On _________________________, 2025 before me, ______________________________, notary public personally appeared Russell Condas who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

____
Notary Public

My commission expires: ____________________ (Seal)

[Signature page 3 of 3 to Subordination and Standstill Agreement]

EXHIBIT A

LEGAL DESCRIPTION

All of that certain real property located in the County of Jefferson, State of Colorado described as follows:

Lot 1, Marshall Pointe Minor Subdivision, according to the plat thereof record August 26, 2024, at Reception No. 2024049932,
County of Jefferson,
State of Colorado.

For informational purposes only - Assessor Parcel Number(s): [300086824 and 300004609]

FHA Loan No. 101-_______
CHFA Loan No. _________

After Recording Return To:
Colorado Housing and Finance Authority
1981 Blake Street
Denver, Colorado 80202-1272
Attn: Legal Operations

SUBORDINATION OF DEED OF TRUST

THIS SUBORDINATION OF DEED OF TRUST (the "**Agreement**") is dated as of ___________________, 2025, by MARSHALL POINTE APARTMENTS, LP, a Colorado limited partnership ("**Borrower**") and ARVADA HOUSING AUTHORITY, a housing authority created pursuant to Colorado Housing Authority Laws C.R.S. § 29-4-201 *et. seq* (the "**Subordinate Lender**"), and COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado (the "**Senior Lender**").

RECITALS:

A. Subordinate Lender made a loan to Borrower in the original principal amount of Eight Hundred Fifty Thousand and no/100 Dollars and No/100 Dollars ($850,000.00) (the "**Subordinate Loan**"), in connection with the project commonly known as Marshall Pointe Apartments, with an address of 5170 Marshall Street, Arvada, Colorado 80002, which is more particularly described on Exhibit A, attached hereto and made a part hereof by this reference (the "**Property**"). The Subordinate Loan is evidenced by that certain Loan Agreement dated __________, 2025, between Borrower and Subordinate Lender ("**Subordinate Loan Agreement**"), and that certain Promissory Note dated ____________, 2025, made by Borrower for the benefit of Subordinate Lender (the "**Subordinate Note**"). The Subordinate Note is secured by that certain Deed of Trust for the benefit of the Subordinate Lender dated ___________________, 2025, recorded on ___________________, 2025, under Reception No. [__________] (as modified, the "**Subordinate Deed of Trust**"), in the real estate records of the Clerk and Recorder of the County of Jefferson County, Colorado (the "**Records**"). The Subordinate Loan Agreement, Subordinate Note, Subordinate Deed of Trust and all other documents and agreements related to the Subordinate Loan are collectively referred to herein as the "**Subordinate Loan Documents**").

B. Borrower has executed, or is about to execute, an Amended and Restated Risk Share Promissory Note payable to the Senior Lender (the "**Senior Note**") in the stated principal amount not to exceed Fifty-Six Million Five Hundred Thousand and No/100 Dollars ($56,500,000.00) (the "**Senior Loan**") upon the terms and conditions of a Loan Agreement dated as of __________, 2024, between Senior Lender and Borrower ("**Senior Loan Agreement**"). The Senior Note is secured by an Amended and Restated Risk Share Deed of Trust, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, executed by Borrower and recorded in the Records on _____________, 20__ at Reception No. __________ (the "**Senior Deed of Trust**"), which encumbers Borrower's interest in the Property. The Senior Note, Senior Loan Agreement, Senior Deed of Trust and that certain Regulatory Agreement dated _____________, 20__ between Senior Lender and Borrower (the "**Senior Regulatory Agreement**"), and all other documents and agreements evidencing, securing and/or executed in connection with the Senior Loan are collectively referred to herein as the "**Senior Loan Documents**").

C. Upon endorsement of the Senior Note by the U.S. Department of Housing and Urban Development ("**HUD**"), the Senior Note will be insured under Section 542(c) of the Housing and Community Development Act of 1992 and subject to those regulations set forth in 24 C.F.R. Part 266 and additional applicable provisions and the requirements set out in HUD Handbook 4590.01, all as such may be modified from time to time (collectively, the "**Risk Share Requirements**").

D. It is a Risk Share Requirement and a condition precedent to obtaining the Senior Loan, that the Senior Deed of Trust and Senior Regulatory Agreement shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the lien or charge of any other lien or encumbrance.

E. The Senior Lender is willing to make the Senior Loan to Borrower provided the Subordinate Lender will specifically and unconditionally subordinate the lien or charge of the Subordinate Deed of Trust to the lien or charge of the Senior Deed of Trust and Senior Regulatory Agreement.

F. It is to the mutual benefit of all parties to this Agreement that the Senior Lender make such loan to Borrower; and Subordinate Lender agrees that the Senior Deed of Trust and Senior Regulatory Agreement, when recorded, will constitute a lien or charge upon the Property, which is unconditionally prior and superior to the lien or charge of the Subordinate Deed of Trust.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Senior Lender to make the Senior Loan to Borrower, it is hereby declared, understood and agreed as follows:

1. **Subordination**. The Subordinate Lender hereby represents to Senior Lender that it is the current beneficiary of the Subordinate Deed of Trust and payee of the Subordinate Note, and the Subordinate Lender does hereby agree that the Subordinate Loan, Subordinate Deed of Trust and other Subordinate Loan Documents, and all of the Subordinate Lender's rights thereunder, shall be in all respects subordinate, secondary, inferior and junior to the liens, terms, covenants, conditions, operations, and effects of the Senior Deed of Trust, the Senior Regulatory Agreement, and the other Senior Loan Documents, and all extensions, renewals or modifications thereof, all as executed and delivered by Borrower to the Senior Lender as security for the Senior Note. Further, any and all indebtedness under the Subordinate Loan Documents is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Loan.

2. **Subordinate Lender Acknowledgement**. For the purposes of this Agreement, the Subordinate Lender acknowledges and agrees that all disbursement of loan proceeds and other advances made by the Senior Lender pursuant to the Senior Loan Documents shall be conclusively presumed to have been disbursed in accordance therewith and for the purposes therein provided.

3. **Senior Loan Documents Superior**. No amendment of the documents evidencing or relating to the Subordinate Loan shall directly or indirectly modify the provisions of this Agreement in any manner which might terminate or impair the subordination of the Subordinate Loan to the liens, terms, covenants, conditions, operations, and effects of the Senior Loan Documents. At any time and from time to time, without notice to Subordinate Lender, Senior Lender may take such actions with respect to the Senior Loan as Senior Lender, in its sole discretion, may deem appropriate, including, without limitation, terminating advances to Borrower, increasing the principal amount, extending the time of payment, increasing applicable interest rates, renewing, compromising or otherwise amending the terms of any documents affecting the Senior Loan and any Property securing the Senior Loan, and enforcing or failing to enforce any rights against Borrower or any other person. No such action or inaction shall impair or otherwise affect Senior Lender's rights hereunder.

4. **Subordinate Loan Default; Standstill**. The Subordinate Lender hereby agrees that upon the occurrence of a default by the Borrower under the terms of any of the Subordinate Loan Documents, the Subordinate Lender shall provide written notice to the Senior Lender thereof within ten (10) days of such default. Subordinate Lender may not exercise any of its remedies, including any foreclosure action under the Subordinate Loan Documents, until the delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such remedial action by Subordinate Lender. Subordinate Lender's exercise of any of its remedies will be subject to the provisions of this Agreement. Subordinate Lender acknowledges that the provisions of this Section 4 are fair and reasonable under the circumstances, that Subordinate Lender has received a substantial benefit from Senior Lender having granted its consent to the Subordinate Deed of Trust, and that Senior Lender would not have granted such consent without the inclusion of these provisions in this Agreement.

5. **Subordinate Lender Rights**. Subordinate Lender agrees that it will not (a) collect, enforce or receive payment upon, by setoff or in any other manner, all or any portion of the Subordinate Loan now or hereafter existing; (b) enforce or foreclose upon the Subordinate Deed of Trust or enforce or apply any other security now or hereafter existing for the Subordinate Loan; (c) commence, prosecute, or participate in any administrative, legal or equitable action against Borrower with respect to the Subordinate Loan; (d) join in any petition for bankruptcy, assignment for the benefit of creditors or creditor's agreement involving the assets of Borrower, or incur any obligation to or receive any loans, advances or gifts from Borrower with respect to the Subordinate Loan. Notwithstanding the foregoing, Borrower may make payments under the Subordinate Loan to Subordinate Lender as long as all payments under the Senior Loan Documents are current and not delinquent or in arrears, and only so long as at the time of such payment: (x) no default under the Senior Loan Documents exists and no event exists which, with the lapse of time or the giving of notice or both, would be an event of default under the Senior Loan Documents of which

Subordinate Lender has received notice; and (y) such payment would not result in a violation of any of Borrower's financial covenants set forth in any of the Senior Loan Documents.

6. **Senior Lender Rights**. The Senior Lender shall have no obligation to the Subordinate Lender with respect to the Property or the Senior Loan. The Senior Lender may in accordance with the Senior Deed of Trust (a) exercise collection rights, (b) take possession of, sell or dispose of, and otherwise deal with, the Property, (c) in the Senior Lender's name, the Subordinate Lender's name or in the Borrower's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, the Property; (d) prosecute, settle and receive proceeds on any insurance claims relating to the Property, and (e) exercise and enforce any right or remedy available to the Senior Lender with respect to the Property, whether available before or after the occurrence of any default; all without notice to or consent by anyone except as specifically required by law. The Senior Lender may apply the proceeds of the Property in any order the Senior Lender deems appropriate in its sole discretion, except as required by law.

7. **Subordination After Reinstatement of Senior Loan**. The subordination of the Subordinate Loan will continue if any payment under the Senior Loan Documents (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Borrower or its insolvent estate, or avoided, set aside or required to be paid to Borrower, a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law. In such event, any or all of the Senior Loan originally intended to be satisfied will be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Loan had not been made.

8. **Subordinate Lender Representations**. All necessary action on the part of the Subordinate Lender, its officers, directors, partners, members and shareholders, as applicable, necessary for the authorization of this Agreement and the performance of all obligations of the Subordinate Lender hereunder has been taken. This Agreement constitutes the legal, valid and binding obligation of Subordinate Lender, enforceable against Subordinate Lender in accordance with its terms. The execution, delivery and performance of and compliance with this Agreement by Subordinate Lender will not (i) result in any material violation or default of any term of any of the Subordinate Lender's charter, formation or other organizational documents (such as Articles or Certificate of Incorporation, bylaws, partnership agreement, operating agreement, etc.) or (ii) violate any material applicable law, rule or regulation. Subordinate Lender further represents and warrants that each of the following is true as of the date of this Agreement: (i) the Subordinate Loan Documents are now in full force and effect; (ii) the Subordinate Loan Documents have not been modified or amended; (iii) no Subordinate Deed of Trust Default has occurred; (iv) Subordinate Lender is the beneficiary of the Subordinate Loan Documents; and (v) none of the rights of Subordinate Lender under any of the Subordinate Loan Documents are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise.

9. **Confirmation of Subordinate Loan Terms**. Within 10 days after request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly

acknowledged and certified setting forth the then-current amount and terms of the Subordinate Loan, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Loan as Senior Lender may request.

10. **Notice**. Any notice which any party hereto may desire or may be required to give to any other party under this Agreement shall be in writing, and shall be deemed to have been given (i) one (1) business day after being delivered to a nationally recognized overnight delivery service, (ii) on the day sent by telecopier or other facsimile transmission, answerback requested, or (iii) on the day delivered personally, in each case, to the parties at the addresses set forth as follows: if to Senior Lender, at the address identified in the Senior Deed of Trust; if to Subordinate Lender, at the address identified in the Subordinate Deed of Trust, if to Borrower, at the address identified in the Senior Deed of Trust.

11. **Further Assurances**. Subordinate Lender hereby agrees to execute such documents and/or take such further action as Senior Lender may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement, including, without limitation, ratifications and confirmations of this Agreement from time to time hereafter, as and when requested by Senior Lender.

12. **Consent to Insert Information**. The Subordinate Lender hereby agrees that Senior Lender, or any person or entity acting upon the directions of the Senior Lender, is permitted to change this Agreement only for the sole and limited purpose of inserting information in this Agreement regarding the date and recording of the Senior Deed of Trust.

13. **Payment of Costs**. Borrower shall pay all costs and expenses, including without limitation, court costs and reasonable attorneys' fees, incurred by Senior Lender in enforcing performance of the obligations of Borrower or in exercising the rights and remedies of Senior Lender hereunder. All such costs and expenses shall be secured by this Agreement and by the Senior Loan Documents. In the event of any court proceedings, Borrower agrees that all court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Senior Lender.

14. **Termination**. Upon payment in full of the principal, interest and all other indebtedness evidenced by the Senior Loan Documents, this Agreement shall cease, terminate and be of no further effect; provided, however, that the affidavit, certificate, letter or statement of Senior Lender or any officer, agent or attorney of Senior Lender showing any part of the principal, interest or other indebtedness on the Senior Note being unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this Agreement and any person may, and is hereby authorized to, rely thereon.

15. **Severability**. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. **Entire Agreement; Amendment**. This Agreement contains the entire agreement between and among the parties hereto with respect to the subordination of the Subordinate Deed of Trust and the other Subordinate Loan Documents as to the Senior Deed of Trust, the Senior Regulatory Agreement and the Senior Loan Documents. Subordinate Lender is not relying on any representations by Senior Lender or Borrower in entering into this Agreement, and Subordinate Lender has kept and will continue to keep itself fully apprised of the financial and other condition of Borrower. This Agreement may be amended only by written instrument signed by Senior Lender and Subordinate Lender.

17. **Inurement; No Third-Party Beneficiaries**. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall remain effective until terminated in writing by Senior Lender. This Agreement is solely for the benefit of Subordinate Lender and Senior Lender and not for the benefit of Borrower or any other party.

18. **Governing Law**. This Agreement is made and executed under and in all respects will be governed and construed by the laws of the State of Colorado.

19. **Remedies**. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

20. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW]

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

SUBORDINATE LENDER:

ARVADA HOUSING AUTHORITY,
a housing authority created pursuant to Colorado Housing Authority Laws C.R.S. § 29-4-201 *et. seq*

By:________________________________
Name:______________________________
Title:_______________________________

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____________________________________

BORROWER:

MARSHALL POINTE APARTMENTS, LP,
a Colorado limited partnership

By: Marshall Pointe GP LLC,
a Delaware limited liability company,
its General Partner

By: ____________________________
Russell Condas, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF _____________________)

The foregoing instrument was acknowledged before me on _________________, 2024, by Russell Condas, as Vice President of Marshall Pointe GP LLC, a Delaware limited liability company, as General Partner of Marshall Pointe Apartments, LP, a Colorado limited partnership.

Witness my hand and official seal.

My Commission expires: ____________________________

[SEAL]

____
Notary Public

FHA Loan No. 101-_______
CHFA Loan No. _________

SENIOR LENDER:

COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado

By: ______________________________________
Steve Johnson, Chief Operating Officer

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on ___________________, 2024 by Steve Johnson, as Chief Operating Officer of Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado.

Witness my hand and official seal.

My Commission expires: ___________________________

[SEAL]

____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Situated in the County of Jefferson and State of Colorado described as follows:

PARCEL A:

A tract of land in the NW ¼ of the SW ¼ of Section 13, Township 3 South, Range 69 West of the 6th P.M., described as follows:

Beginning at a point 25 feet South of the Northeast corner of said NW ¼ of the SW ¼ of Section 13, thence South along the East line of said NW ¼ of the SW ¼, 548.3 feet; Thence West and parallel to the North line of said NW ¼ of the SW ¼, 356.25 feet to a point on the East line of Marshall Street; Thence Northerly along the East line of Marshall Street, 548.33 feet; Thence East and parallel to the North line of said NW ¼ of the SW ¼, 350.00 feet to the True Point of Beginning,

Excepting therefrom a tract of land in the NW ¼ of the SW ¼ of Section 13, Township 3 South, Range 69 West of the 6th P.M., County of Jefferson, State of Colorado, described as follows:

Beginning at the Northeast corner of said NW ¼ of the SW ¼ of Section 13, thence South along the East line of said NW ¼ of the SW ¼, 25 feet; Thence West and parallel to the North line of said NW ¼ of the SW ¼, 180.0 feet to the True Point of Beginning; Thence South and parallel to the East line of said NW ¼ of the SW ¼, 126.0 feet; Thence West and parallel to the North line of said NW ¼ of the SW ¼, 171.45 feet to a point on the East line of Marshall Street; Thence Northerly along the East line of Marshall Street, 126.0 feet; Thence East and parallel to the North line of said NW ¼ of the SW ¼, 170.0 feet to the True Point of Beginning,
and

Except that portion conveyed to the City of Arvada in Deed recorded April 18, 1985 under Reception No. 85036218, County of Jefferson, State of Colorado

PARCEL B:

A tract of land in the Northwest ¼ of the Southwest ¼ of Section 13, Township 3 South, Range 69 West of the 6th P.M., County of Jefferson, State of Colorado, described as follows:

Beginning at the Northeast corner of said Northwest ¼ of the Southwest ¼ of Section 13, thence South along the East line of the said Northwest ¼ of the Southwest ¼, 25 feet; Thence West and parallel to the North line of said Northwest ¼ of the Southwest ¼, 180.0 feet to the True Point of Beginning; Thence South and parallel to the East line of said Northwest ¼ of the Southwest ¼, 126.0 feet; Thence West and parallel to the North line of said Northwest ¼ of the Southwest ¼, 171.45 feet to a point on the East line of Marshall Street; Thence Northerly along the East line of Marshall Street, 126.0 feet; Thence East and parallel to the North line of said Northwest ¼ of the Southwest ¼, 170.0 feet to the True Point of Beginning;

Except that portion described in Deed recorded April 18, 1985 under Reception No. 85036220, County of Jefferson, State of Colorado.

For Information Only: Said premises are known as 5190 Marshall Street, Arvada, CO and designated as Parcel ID 300004609 (AIN/Parcel ID 39-133-00-001) and 300086824 (AIN/Parcel ID 39-133-00-003) shown on the Tax and Land Records of the County of Jefferson.

PROMISSORY NOTE

Borrower: Marshall Pointe Apartments, LP
401 Wilshire Blvd.
Suite 1100
Santa Monica, CA 90401

Note Date: _______ day of __________________, 2025.

Location: Arvada, Colorado

Principal Amount: $850,000.00

1.0 PRINCIPAL AND INTEREST.

1.1 FOR VALUE RECEIVED, Borrower promises to pay to the order of the Arvada Housing Authority, 8101 Ralston Road, Arvada, CO 80002 (“Authority” and “Lendor”), the principal sum of Eight-Hundred and Fifty Thousand Dollars ($850,000.00) (“Loan”), advanced by the Authority for the completion of the affordable housing development, Marshall Pointe Apartments, located at 5170 Marshall Street, Arvada, Colorado 80002 (the “Project”), pursuant to the terms and conditions provided herein.

1.2 The principal amount of the Loan evidenced by this promissory note (this “Promissory Note”), together with interest at a rate of 3.5% per annum, compounding annually, shall be due and payable in accordance with the terms of this Promissory Note through the Maturity Date, on which date the entire outstanding principal balance, together with any accrued and unpaid interest, shall be due and payable in full.

1.2.1 Loan Year 1. Lender agrees that at the end of Loan Year 1, the minimum payment due on the Loan will be an interest-only payment in the amount of interest accrued on the principal amount of the Loan actually funded during Loan Year 1. Borrower will pay an interest-only payment equal to the amount of interest accrued during Loan Year 1 on or before March 1, 2026.

1.2.2 Loan Years 2-20. Lender agrees that at the end of each subsequent Loan Year after Loan Year 1, minimum payments due on the Loan shall be interest only payments of $29,750.00 (“Annual Interest Payments”), which shall be due and payable on or before March 1 of the calendar year following the Loan Year during which such interest accrued. Interest payments are considered to be “must-pay”.

1.2.2.1 Principal payments on the Loan shall be paid by Borrower out of fifty percent (50%) of Cash Flow, to the extent available, on the same schedule. If principal payments are made from fifty percent (50%) of Cash Flow, the Annual Interest Payments will be reduced accordingly. Interest may not accrue on repaid portions of the Loan. Principal payments shall be made on or before March 1st of any given year, but the new interest-only payment amount shall be calculated and retroactively back-dated to January 1 of that Loan Year. For example purposes only, if the Borrower pays the Lender $129,750.00 on March 1st of 2030, $100,000.00 will be deducted from the outstanding principal amount of the Loan, and the interest-only payment due on March 1, 2031 and for the remaining Term of the loan shall be reduced to $26,250.00. The Borrower need not inform the Lender of an upcoming overpayment but should limit principal repayments and interest-only payments to March 1.

1.3 On the Maturity Date, the entire outstanding principal balance of the Loan, together with any accrued and unpaid interest, shall be due and payable in full.

2.0 DEFINITIONS. For purposes of this Promissory Note, the listed terms have the following meanings:

2.1 *Cash Flow* means the gross cash receipts (gross receipts, determined on a cash basis, derived from the operations of the Project, including all rent revenues, vending, laundry and other incidental service revenue, but excluding tenant security deposits, debt proceeds, equity contributions, and earnings on any replacement or operating deficit reserve accounts) reduced by:

2.1.1 All principal and interest payments and other sums paid on or with respect to any Construction or Permanent Loan incurred in connection with the acquisition or development of the Project, including any loans to the Borrower by the Lender;

2.1.2 Payments due on the senior encumbrances listed in Exhibit C to the Deed of Trust;

2.1.3 The rights of Borrower’s Limited Partner, State Limited Partner (each as defined in the Partnership Agreement) or their successors (herein referred to as the “Investors”) to any distribution in the event of a tax credit shortfall, as determined under the Borrower's Partnership Agreement, to repayment of any loans made to Borrower by the Investors, and to payment of asset management fees payable to the Investors pursuant to Borrower’s Partnership Agreement;

2.1.4 All cash expenditures incurred incident to the operation of the Borrower's business (including capital expenditures);

2.1.5 The payment of current and accrued Management Fees, including the Authority's asset management fee, and the payment of any deferred developer fee; and

2.1.6 All items defined as Expenses in the Partnership Agreement, including, without limitation, any such cash as is necessary to:

2.1.6.1 Fund any Replacement Reserve Accounts,

2.1.6.2 Pay all outstanding trade payables,

2.1.6.3 Fund and/or replenish any Operating Reserve Accounts,

2.1.6.4 Repay any operating deficit loans or guarantor loans; and

2.1.6.5 Fund any additional reserves required by any Construction or Permanent Loan, or any state or federal housing agency with respect to the Project.

2.2 *Construction* or *Permanent Loan* means the Construction Loan any other loan incurred in connection with the purchase or development of the land underlying the Project (as well as any off site development required by any governmental entity in connection with the development of the Project) and the construction and development of the Project, or any loan incurred to refinance, in whole or in part, any construction loan.

2.3 *Deed of Trust* means the mortgage or deed of trust for the benefit of the Authority securing the repayment of the Loan.

2.4 *Default Rate* means 12% per annum.

2.5 *Developer Fees* means fees payable to Marshall Pointe Developer LLC, a Delaware limited liability company, by the Borrower in connection with the development of the Project.

2.6 *Loan Year* means a period of 12 months (January 1 – December 31) following the expiring of the prior "Loan Year", with the exception of the first Loan Year (i.e. Loan Year 1), which shall begin on the date Lender first advances proceeds of the Loan to the Borrower and end on December 31, 2025. Payments under this Promissory Note shall be due on or before March 1 of the calendar year following the applicable Loan Year.

2.7 *Maturity Date* means March 1, 2046 (date payment due for the prior and final Loan Year – January 1-December 31, 2045).

2.8 *Management Fees* means fees payable to any asset or project manager, including leasing agent fees, management and administrative fees, and fees for overseeing compliance with rules, regulations, covenants, and agreements relating to the Project.

2.9 *Partnership Agreement* means the Amended and Restated Limited Partnership Agreement of Borrower, as amended from time to time.

2.10 *Operating Reserve Account* means any account funded by the Borrower out of operating profits or other funds to pay for operating deficits generated by the Project, but only to the extent such Operating Reserve Account is required to be funded by any Construction or Permanent Loan, pursuant to Borrower's Partnership Agreement, or by any state or federal housing agency with respect to the Project.

2.11 *Replacement Reserve Account* means any account funded by the by the Borrower out of operating profits or other funds to pay for the replacement and repair of the Project, but only to the extent such Replacement Reserve Account is required to be funded by any Construction or Permanent Loan, pursuant to Borrower's Partnership Agreement, or any state or federal housing agency with respect to the Project.

3.0 PAYMENT AMOUNTS AND DUE DATE.

3.1 Payments of principal and interest on the Loan shall be made in accordance with Section 1.0 above.

3.2 In the event that Borrower shall fail to make any payment due to the Authority within 15 days after the due date thereof, the Authority may, at its option, impose a late charge upon Borrower in an amount not to exceed 5% of said payment. Any such late charge shall be separately charged to and collected from Borrower and shall not be applied to, or be deducted from, any payment.

3.3 Subject to the terms in the Subordination Agreement described in Sec. 6.0, this Promissory Note may be prepaid in whole or in part, at any time, without notice or penalty. Partial prepayments will not, unless agreed to by the Authority in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule set forth herein.

3.4 The Authority has secured this Promissory Note by the Deed of Trust. Reference the Deed of Trust for a description of the property covered and the rights, remedies, and obligations of the Authority.

4.0 DEFAULT.

4.1 In the event of (i) any default in any payment of the principal of or interest on this Promissory Note when due and payable, or (ii) any default or event of default under provisions of the Loan Agreement dated as of the date hereof between Borrower and Lender (the "Loan Agreement") or the Deed of Trust, in either event subject to applicable notice and cure periods set forth in the Loan Agreement, then:

4.1.1 The unpaid principal balance of this Promissory Note shall bear interest from the date of any such event of default until such balance has been paid in full at the rate of 8% per annum; and

4.1.2 The unpaid principal balance of this Promissory Note, plus accrued interest and all other obligations of Borrower to the Authority set forth in this Promissory Note, the Loan Agreement or the Deed of Trust, direct or indirect, absolute or contingent, now existing or hereafter arising, shall, at the option of the Authority, become immediately due and payable without notice or demand, and the Authority shall have and may exercise any and all of the rights and remedies provided herein or in the Loan Agreement and Deed of Trust; and

4.1.3 In the event of any such default, Borrower agrees to pay on demand all of the Authority's reasonable costs and expenses incurred for the recovery of all or any part of or for the protection of the indebtedness evidenced hereby, or to enforce the Authority's rights under this Promissory Note, the Loan Agreement or Deed of Trust, including, without limitation, reasonable attorneys' fees.

4.2 Borrower waives presentment, notice of dishonor, notice of acceleration and protest, and assents to any extensions of time with respect to any payment due under this Promissory Note, to any substitution or release of collateral, and to the addition or release of any party.

4.3 No failure on the part of the Authority to exercise, and no delay in exercising any right hereunder shall operate as a waiver of such right; nor shall any single or partial exercise by the Authority of any right hereunder preclude the exercise of any other right. No waiver of any payment or other right under this Promissory Note shall operate as a waiver of any other payment or right. The remedies herein provided for are cumulative and not exclusive of any remedies provided by law.

5.0 **HOW PAYMENTS ARE MADE.** All payments of principal and interest shall be made to the Authority at the address shown above by check or wire. If Borrower wishes to wire funds to the Authority, Borrower shall contact the City of Arvada's finance department for instructions.

6.0 **SUBORDINATION.** The Loan and all other indebtedness and obligations evidenced by this Promissory Note are and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by those certain promissory notes dated January [__], 2025 (collectively “Senior Note”), in the approximate original principal amounts of [$60,000,000] and [$31,562,561] (collectively the “Construction Loan”), respectively, each issued by Borrower and payable to JPMorgan Chase Bank, N.A., a national banking association (“Construction Lender”), or order, to the extent and in the manner provided in that certain Subordination and Standstill Agreement dated January [__], 2025 (the “Construction Loan Subordination Agreement” and together with any subsequent subordination agreements entered into by the Authority related to the Loan, the “Subordination Agreement”), by and among Authority, Borrower, and Construction Lender. The Deed of Trust securing this Promissory Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of both of the construction deeds of trust executed by Borrower for the benefit of Construction Lender securing the Senior Note as more fully set forth in the Construction Loan Subordination Agreement. The rights and remedies of the Authority and each subsequent holder of this Promissory Note under the Deed of Trust securing this Promissory Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Promissory Note shall be deemed, by virtue of such holder’s acquisition of the Promissory Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Authority under the Subordination Agreement.

7.0 GOVERNING LAW AND VENUE. This Promissory Note is made and dated as of the date above and is to be governed by and construed according to the laws of the State of Colorado.

8.0 RECOURSE. This Promissory Note and the sums payable by Borrower hereunder shall be non-recourse obligations, and in the event of a default hereunder or under the Loan Agreement or Deed of Trust, Lender shall look solely to the collateral secured by the Deed of Trust and shall have no other recourse against Borrower or its partners.

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IN WITNESS WHEREOF, the Borrower, intending to be legally bound hereby, has caused this Promissory Note to be duly executed the day and year first above written.

MARSHALL POINTE APARTMENTS, LP,
a Colorado limited partnership

By: Marshall Pointe GP LLC,
a Delaware limited liability company,
its general partner

By: ________________________
Russell Condas, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF ____________________________________)

The foregoing instrument was acknowledged before me this ___ day of _________________, 20___, by ________________________, __________________ of _________________________.

Witness my hand and official seal.

(SEAL)

____
Notary Public

My commission expires_____________________________

LOAN AGREEMENT
BY AND BETWEEN THE ARVADA HOUSING AUTHORITY AND MARSHALL POINTE APARTMENTS, LP

This Loan Agreement (this "Loan Agreement") is made this _____ day of _________________, 2025, by and between Marshall Pointe Apartments, LP ("Borrower"), whose address is 401 Wilshire Blvd., Suite 1100, Santa Monica, CA, and the Arvada Housing Authority, 8101 Ralston Road, Arvada, CO 80002 ("Authority" or "Lender").

1.0 RECITALS.

1.1 The Authority desires to financially assist with the development of an affordable housing development, Marshall Pointe Apartments, to be located at 5170 Marshall Street, Arvada, CO, Arvada, CO 80002 (the "Project").

1.2 The Authority wants to increase affordable housing opportunities in Arvada and in exchange for the loan to Borrower, Borrower has agreed that the Property will remain affordable under the provisions described herein.

NOW, THEREFORE, for under the terms and conditions described herein, the parties agree as follows:

2.0 LOAN TO BORROWER. Subject to the terms of this Loan Agreement, the Deed of Trust executed by Borrower to the Trustee for the benefit of Lender on or about the date hereof (the "Deed of Trust"), and the Promissory Note executed by Borrower in favor of Lender on or about the date hereof (the "Note"), the Authority agrees to lend Borrower $850,000.00 (the "Loan"), which will be repaid to the Authority, together with compounded interest at the rate of 3.5% per annum, in accordance with the Note and as estimated in the Loan Amortization Schedule, **Exhibit B**, as set forth herein, subject to the availability of Cash Flow as described herein.

3.0 DEFINITIONS. For the purposes of this Loan Agreement, the listed terms have the following meanings:

3.1 "Cash Flow" is defined as the gross cash receipts (gross receipts, determined on a cash basis, derived from the operations of the Project, including all rent revenues, vending, laundry and other incidental service revenue, but excluding tenant security deposits, debt proceeds, equity contributions, and earnings on any replacement or operating deficit reserve accounts) reduced by:

3.1.1 All principal and interest payments and other sums paid on or with respect to any Construction or Permanent Loan incurred in connection with the acquisition or development of the Project, including any loans to the Borrower by the Lender;

3.1.2 Payments due on the senior encumbrances listed in **Exhibit C** to the Deed of Trust;

3.1.3 The rights of Borrower's Investor Limited Partner, State Limited Partner (each as defined in the Partnership Agreement) or their successors (herein referred to as the "Investors") to any distribution in the event of a tax credit shortfall, as determined under the Borrower's Partnership Agreement, to repayment of any loans made to Borrower by the Investors, and to payment of asset management fees payable to the Investors pursuant to Borrower's Partnership Agreement;

3.1.4 All cash expenditures incurred incident to the operation of the Borrower's business (including capital expenditures);

3.1.5 The payment of current and accrued Management Fees, including the Authority's asset management fee, and the payment of any deferred developer fee; and

3.1.6 All items defined as Expenses in the Partnership Agreement, including without limitation, any such cash as is necessary to:

(i) Fund any Replacement Reserve Accounts,

(ii) Pay all outstanding trade payables,

(iii) Fund and/or replenish any Operating Reserve Accounts,

(iv) Repay any operating deficit loans or guarantor loans; and

(v) Fund any additional reserves required by any Construction or Permanent Loan, or any state or federal housing agency with respect to the Project.

3.2 "Construction or Permanent Loan" shall mean any loan incurred in connection with the purchase or development of the land underlying the Project (as well as any off site development required by any governmental entity in connection with the development of the Project) and the construction and development of the Project, or any loan incurred to refinance, in whole or in part, any construction loan.

3.3 "Deed of Trust" shall have the meaning given to it in Section 2.0 above.

3.4 "Default Rate" shall mean 12% percent per annum.

3.5 "Developer Fees" shall mean any fees payable to Marshall Pointe Developer LLC, a Delaware limited liability company by the Borrower in connection with the development of the Project.

3.6 "Eligible Costs" shall mean those costs payable by Borrower in connection with the acquisition, construction, development and operation of the Project.

3.7 "Loan Year" means a period of 12 months (January 1 – December 31) following the expiring of the prior "Loan Year", with the exception of the first Loan Year (i.e. Loan Year 1), which shall begin on the date Lender first advances proceeds of the Loan to the Borrower and end on December 31, 2025. Payments under this Promissory Note shall be due on or before March 1 of the calendar year following the applicable Loan Year.

3.8 "Maturity Date" shall mean March 1, 2046 (date payment due for the prior and final loan year – January 1 – December 31, 2045).

3.9 "Management Fees" shall mean fees payable to any asset or project manager, including leasing agent fees, management and administrative fees, and fees for overseeing compliance with rules, regulations, covenants, and agreements relating to the Project.

3.10 "Partnership Agreement" shall mean the Amended and Restated Limited Partnership Agreement of Borrower, as amended from time to time.

3.11 "Operating Reserve Account" shall mean any account funded by the Borrower out of operating profits or other funds to pay for operating deficits generated by the Project, but only to the extent such Operating Reserve Account is required to be funded by any Construction or Permanent Loan, pursuant to Borrower's Partnership Agreement, or by any state or federal housing agency with respect to the Project.

3.12 "Replacement Reserve Account" shall mean any account funded by the Borrower out of operating profits or other funds to pay for the replacement and repair of the Project, but only to the extent such Replacement Reserve Account is required to be funded by any Construction or Permanent Loan, pursuant to Borrower's Partnership Agreement, or any state or federal housing agency with respect to the Project.

3.13 "Trustee" shall mean the Public Trustee for the County of Jefferson, State of Colorado.

4.0 PAYMENT AMOUNTS AND DUE DATE.

4.1 Borrower shall make payments of principal and interest on the Loan in accordance with the Note.

1.1 In the event that Borrower shall fail to make any payment due to the Authority within 15 days after the due date thereof, the Authority may, at its option, impose a late charge upon Borrower in an amount not to exceed 5% of said payment. Any such late charge shall be separately charged to and collected from Borrower and shall not be applied to, or be deducted from, any payment.

4.2 The Note may be prepaid in whole or in part, at any time, without notice or penalty. Partial prepayments will not, unless agreed to by the Authority in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule for the portion of the Loan that remains unpaid.

4.3 The Authority has secured the Note by the Deed of Trust. Reference the Deed of Trust for a description of the property covered and the rights, remedies, and obligations of the Authority.

5.0 LIMITATION TO CASH FLOW.

5.1 If there is inadequate Cash Flow in any year to make the payments of principal specified in the Note, such amount shall be due and payable in the next succeeding year to the extent Cash Flow is available to repay such accrued payments.

5.2 Regardless of Cash Flow availability under Sec. 5.1, the entire outstanding principal balance and all accrued interest shall be due and payable on the Maturity Date.

6.0 DEFAULT.

6.1 In the event of (i) any default in any payment of the principal of or interest on the Note when due and payable, or (ii) any default or Event of Default under the provisions of this Loan Agreement or Deed of Trust, in either event subject to the applicable notice and cure periods described in Section 19 below, then:

6.1.1 The unpaid principal balance of the Note shall bear interest from the date of any such event of default until such balance has been paid in full at the rate of 12% per annum; and

6.1.2 The unpaid principal balance of the Note, plus accrued interest and all other obligations of Borrower to the Authority, direct or indirect, absolute or contingent, now existing or hereafter arising, shall, at the option of the Authority, become immediately due and payable without notice or demand, and the Authority shall have and may exercise any and all of the rights and remedies provided herein or in the Note and Deed of Trust.

6.1.3 In the event of any such default, Borrower agrees to pay on demand all of the Authority's reasonable costs and expenses incurred for the recovery of all or any part of or for the protection of the indebtedness, or to enforce the Authority's rights under this Loan Agreement, the Note, or the Deed of Trust, including, without limitation, reasonable attorneys' fees.

6.2 Borrower waives presentment, notice of dishonor, notice of acceleration and protest, and assents to any extensions of time with respect to any payment due under the Note, to any substitution or release of collateral, and to the addition or release of any party.

6.3 No failure on the part of the Authority to exercise, and no delay in exercising any right hereunder, shall operate as a waiver of such right; nor shall any single or partial exercise by the Authority of any right hereunder preclude the exercise of any other right. No waiver of any payment or other right under the Note shall operate as a waiver of any other payment or right. The remedies herein provided for are cumulative and not exclusive of any remedies provided by law.

6.4 Lender agrees that Investors shall have the right, but not the obligation, to cure any default or Event of Default of Borrower hereunder, and/or under the Note and Deed of Trust, and any such cure shall be accepted by Lender as if tendered by Borrower.

7.0 **SECURITY.** Repayment of the Note shall be secured by the Deed of Trust, in form satisfactory to the Authority, on real property known and numbered 5170 Marshall Street, Arvada, CO, Arvada, CO 80002 and as described in **Exhibit A** attached (the "Property"), subject to prior encumbrances listed in **Exhibit C**.

8.0 **SUBORDINATION.** The Loan and all other indebtedness and obligations evidenced by this Loan Agreement are and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by those certain promissory notes dated January [___], 2025 (collectively "Senior Note"), in the approximate original principal amounts of [$60,000,000] and [$31,562,561] (collectively the "Construction Loan"), respectively, each issued by Borrower and payable to JPMorgan Chase Bank, N.A., a national banking association ("Construction Lender"), or order, to the extent and in the manner provided in that certain Subordination and Standstill Agreement dated January [__], 2025 (the "Construction Loan Subordination Agreement" and together with any subsequent subordination agreements entered into by the Authority related to the Loan, the "Subordination Agreement"), by and among Authority, Borrower, and Construction Lender. The Deed of Trust securing the Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of both of the construction deeds of trust executed by Borrower for the benefit of Construction Lender securing the Senior Note as more fully set forth in the Construction Loan Subordination Agreement. The rights and remedies of the Authority and each subsequent holder of the Note under the Deed of Trust securing the Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of the Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Authority under the Subordination Agreement.

9.0 **USE OF FUNDS.** Loan proceeds will be used to finance Eligible Costs. Eligible Costs may be revised with the written approval of the Executive Director of the Authority, so long as the total Loan amount is not thereby exceeded.

10.0 DEADLINE FOR DISBURSEMENT OF FUNDS. All funds shall be immediately disbursable for the payment of Eligible Costs and may be drawn by Borrower prior to, or simultaneously withdrawing on any other source of funds.

11.0 RESTRICTIONS ON USE OF PROPERTY. In exchange for the loan to Borrower, Borrower agrees to the following low-income unit rent restrictions and occupancy limitations for the Project which shall run with the land and constitute a restrictive covenant:

11.1 The Authority has granted the Project eight housing choice vouchers; therefore, as long as the vouchers are awarded, no less than eight of the units at the Property shall be restricted to households not exceeding the 30% of area median income ("AMI") as established by the U.S. Department of Housing and Urban Development ("HUD"), subject to the following:

11.1.1 Four one-bedroom units shall be restricted to tenants at 30% or less AMI;

11.1.2 Three two-bedroom units shall be restricted to tenants at 30% or less AMI; and

11.1.3 One three-bedroom unit shall be restricted to tenants at 30% or less AMI.

11.2 An additional five units, with bedroom size at the discretion of the Borrower, will be restricted to tenants at 30% AMI or less.

11.3 All 260 units in the Project shall be restricted to tenants at an average of 60% or less AMI.

12.0 PERIOD OF AFFORDABILITY. The restrictions listed in **Sec. 11** shall apply and restrict the Property until the later of the following: (i) the expiration of the extended use period for any state or federally granted low income tax credit, (ii) the loss of the housing vouchers described in Sec. 11.1; or (iii) the Maturity Date of the loan; provided, however, that if the housing vouchers described in Section 11.1 are lost or terminated, the 8 units restricted to occupancy by households at or less than 30% of AMI as established by HUD shall be permitted to be occupied by households at or less than 60% of AMI as established by HUD after such loss or termination.

13.0 PROHIBITED LEASE TERMS. Leases or other instruments pursuant to which the units described in **Sec. 11.0** are occupied may not contain any of the following provisions:

13.1 AGREEMENT TO BE SUED. Agreement by the tenant to be sued, admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

13.2 TREATMENT OF PROPERTY. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. However, the owner may dispose of personal property remaining in the unit after the tenant has moved out, in accordance with Colorado law.

13.3 **EXCUSING OWNER FROM RESPONSIBILITY.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for actions or failure to act, whether intentional or negligent.

13.4 **WAIVER OF NOTICE.** Agreement by the tenant that the Owner may institute a lawsuit without notice to the tenant.

13.5 **WAIVER OF LEGAL PROCEEDINGS.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

13.6 **WAIVER OF JURY TRIAL.** Agreement by the tenant to waive any right to a trial by jury.

13.7 **WAIVER OF RIGHT TO APPEAL.** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge a court decision in connection with the lease.

13.8 **TENANT CHARGEABLE WITH COST OF LEGAL ACTIONS REGARDLESS OF OUTCOME.** Agreement by tenant to pay attorney fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant.

14.0 **MAINTENANCE AND REPLACEMENT.** Borrower shall maintain the Property in compliance with all applicable housing quality standards and local code requirements.

15.0 **TENANT SELECTION.** Borrower must adopt written tenant selection policies and criteria that:

15.1 Are consistent with the purpose of providing affordable housing;

15.2 Give reasonable consideration to the housing needs of families that would have a preference under federal selection preferences for admission to public housing;

15.3 Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable, with prompt written notification to any rejected applicant of the grounds for any rejection; and

15.4 Afford the Authority a preference regarding clients receiving assistance through the Section 8 Housing Assistance Payments Program disbursed through the Authority.

16.0 **LEAD BASED PAINT.** Borrower will not use lead-based paint in the Project.

17.0 AFFIRMATIVE MARKETING. Borrower shall market to provide information and otherwise attract eligible tenants from all racial, ethnic, and gender groups in the Property's housing market area.

18.0 NOTICE OF DEFAULT. Borrower will prepare, or cause to be prepared, at its expense, and will deliver to Lender (with a copy to the Investors), promptly upon becoming aware of the existence of any condition or event that constitutes an Event of Default (as defined **Sec. 19** below), written notice specifying the nature and period of existence the Event of Default and what action the Borrower has taken or proposes to take with respect to the Event of Default.

19.0 EVENTS OF DEFAULT. Each of the following occurrences is an event of default ("Event of Default"):

19.1 Borrower fails to pay any portion of the Indebtedness (as defined in the Deed of Trust) when due and payable after notice from Lender and the expiration of a 15-day cure period;

19.2 Borrower fails duly to perform or observe any of the covenants or agreements contained in this Loan Agreement, the Note, or Deed of Trust after notice from Lender and the expiration of a 30 day cure period, provided, however, that if such default cannot reasonably be cured within 30 days, the cure period shall be extended for so long as is reasonably necessary for Borrower to effectuate the cure, so long as Borrower commences the cure within said 30 day period and diligently prosecutes such cure to completion;

19.3 A judgment, writ, or warrant of attachment or execution, or similar process is entered and becomes a lien on, issued against, or levied against, the Mortgaged Property (as defined in the Deed of Trust) or any part thereof and is not released, vacated, or fully bonded 30 days after its entry, issue, or levy, and Lender's written notice and demand therefor;

19.4 Borrower sells or conveys the Mortgaged Property to a third party without giving the Authority's affiliate, Arvada Housing Participation LLC, the Right of First Refusal described in the Addendum to the Partnership Agreement, except that sale in whole or in part to another partner (or its wholly owned affiliate) within Marshall Pointe Apartments, LP shall not be considered a default;

19.5 Borrower is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors; or Borrower applies for or consents to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property; or such a receiver, trustee, or similar officer is appointed without the application or consent of the Borrower, and such appointment continues undischarged for a period of 90 days; or Borrower institutes (by petition, application, answer, or otherwise) any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, liquidation, or similar proceedings under the laws of any jurisdiction; or any such proceeding is instituted against the Borrower and not dismissed or stayed within 90 days; or the Borrower terminates or dissolves;

19.6 Any representation of the Borrower made herein or made by the Borrower or any employee of the Borrower in any submission or document delivered to the Authority by or on behalf of the Borrower in connection with the Indebtedness that is materially untrue when made; and/or

19.7 A default or an Event of Default, however defined, occurs under any other document or instrument now or hereafter securing repayment of the Note or issued in connection therewith, or evidencing or securing a loan made by any other lender with regard to the Mortgaged Property, after the expiration of applicable notice and cure periods.

19.8 As stated in Section 6.4 above, the Investors shall have the right, but not the obligation to cure any default or Event of Default of Borrower, which cure shall be accepted by Lender as if tendered by Borrower. A copy of any notice sent to Borrower under this Loan Agreement, the Note, or the Deed of Trust shall be sent to the Investors.

20.0 POWER OF SALE; REMEDIES.

20.1 If an Event of Default occurs and is continuing, Borrower hereby authorizes and empowers Trustee and/or Lender to do the following:

20.1.1 Lender may, by written notice to Borrower, declare all amounts payable under the Note and all other Indebtedness to be immediately due and payable, and the same shall be immediately due and payable without further notice or demand of any kind.

20.1.2 Lender is authorized and empowered, without further notice, to file a written Notice of Election and Demand for Sale with Trustee, as provided by law, it being then lawful for the Trustee to foreclose, and the Trustee shall foreclose the Deed of Trust. The Trustee shall apply the proceeds of the sale in the following order: (i) to all reasonable costs and expenses of the sale, including, without limitation, reasonable Trustee's and attorneys' fees and costs of evidence of title; (ii) to the Indebtedness; and (iii) the excess, if any, to the person or persons legally entitled to such proceeds.

20.1.3 If any of the Indebtedness hereby secured becomes due and payable, the Trustee or Lender have the right and power to proceed by a suit or suits in equity or at law for: (i) the specific performance of any covenant or agreement; (ii) the aid of the execution of any power herein granted; (iii) any foreclosure hereunder; (iv) the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction; (v) executory or other legal process; or (vi) the enforcement of any other appropriate legal or equitable remedy.

20.1.4 Lender has the right to the appointment of a receiver, whether before or after maturity of the Indebtedness hereby secured, as a matter of strict right and regardless of the value of the security for the amount of the Indebtedness or of the solvency of Borrower or any party obligated for the payment of the Indebtedness. Such receiver may be appointed on Lender's ex parte application, by any court of competent jurisdiction, to manage, preserve, protect, and operate the Mortgaged Property and any business or businesses located thereon, to collect the rents, issues, profits, and income thereof, to make all necessary repairs, and to pay all taxes and assessments against the Mortgaged Property and insurance premiums for insurance thereon, and after the payment of the expenses of the receivership, including reasonable attorneys' fees, to apply the net proceeds in reduction of the Indebtedness or in such manner as the court or receiver shall direct.

20.1.5 The Lender may exercise, with respect to all fixtures and personal property that are part of the Mortgaged Property, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Colorado. If notice to the Borrower of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to the Borrower at least 10 calendar days prior to the date of intended disposition. Borrower shall pay on demand, all reasonable costs and expenses incurred by the Lender in exercising such rights and remedies, including, without limitation, reasonable attorneys' fees and legal expenses.

20.2 In the exercise of any of the foregoing rights and powers, the Lender shall not be liable to the Borrower for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of the Lender.

21.0 **EXPENSE.** The Borrower agrees to pay all direct costs, expenses and attorney fees reasonably incurred by the Authority in connection with the Borrower's breach or default of this Loan Agreement, or the Note, or Deed of Trust, and agrees to pay reasonable loan closing costs, including the costs of title insurance or guarantee as determined by the Authority.

22.0 **EXAMINATION OF RECORDS/ANNUAL MONITORING.** The Borrower agrees that the Comptroller General of the United States, the U.S. Department of Housing and Urban Development, the Authority, or any of their duly authorized representatives shall, until the expiration of five years after the final payment received under this Loan Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Borrower involving transactions related to this Loan Agreement. Borrower must also require its contractors and subcontractors to allow access to such records when requested. Borrower shall fully cooperate with the Authority in an annual monitoring of Borrower's performance and site inspection to verify compliance with the requirements of this Loan Agreement.

23.0 NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Loan Agreement, the Borrower agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

24.0 INSURANCE. Borrower or its contractor shall procure and maintain insurance in the following types and amounts:

24.1 Builders Risk Insurance in the amount of the value of the Property as improved and renovated, with the Arvada Housing Authority named as mortgagee.

24.2 Commercial General Liability Insurance with limits not less than One Million and No/100 Dollars ($1,000,000.00) per occurrence/Two Million and No/100 Dollars ($2,000,000.00) general aggregate, with the City of Arvada and the Authority, its officers, officials and employees listed as additional insured by endorsement. Borrower's contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements naming the City of Arvada and the Authority as Additional Insured by endorsement for each subcontractor.

24.3 Worker's Compensation Insurance at statutory limits and otherwise sufficient to ensure the responsibilities of Borrower and its contractor under Colorado law.

24.4 Special cause of loss form property insurance satisfactory to the Authority in the amount of the value of the Property as improved and renovated, with the Authority named as mortgagee.

24.5 Certificates of Insurance evidencing the above shall be submitted to Arvada's Risk Management Division, 8101 Ralston Rd., Arvada, CO 80002, prior to the disbursement of funds hereunder. Insurance companies providing the above referenced coverage must be rated B+ or better according to *Best's Key Rating Guide.*

24.5.1 INSURANCE IS NOT A LIMITATION. The insurance coverage specified constitutes the minimum requirements, and these requirements do not lessen or limit the liability of the Borrower under this Loan Agreement. The Borrower shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary.

25.0 INDEMNITY. The Borrower shall defend, indemnify, and save harmless the Authority and the City Arvada from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, in any way resulting from or arising out of this Loan Agreement, however, that the Borrower need not indemnify or save harmless the Authority and the City of Arvada, its officers, agents, and employees from damages resulting from the negligence or willful misconduct of the Authority or the City of Arvada or its officers, agents, and employees.

26.0 **ASSIGNMENT AND SUBCONTRACTING.** The Authority is not obligated or liable under this Loan Agreement to any party other than the Borrower (except that the Investors shall be deemed a third party beneficiary with respect only to express rights granted to it hereunder). Borrower shall not assign, sublet, or subcontract with respect to any of the rights, benefits, obligations or duties under this Loan Agreement except upon prior written consent of the Authority.

27.0 **WAIVER.** No waiver of any breach or default under this Loan Agreement shall be held to be a waiver of any other or later breach or default. All remedies afforded in this Loan Agreement shall be construed as cumulative, in addition to every other remedy provided herein or by law.

28.0 **CITY NOT PARTY TO CONSTRUCTION CONTRACT.** The Authority and the City of Arvada are not, and nothing in this Loan Agreement shall be construed to constitute the Authority or the City of Arvada as parties to any construction contract pursuant to which the Loan proceeds hereof are expended.

29.0 **DURATION/BINDING EFFECT.** This Loan Agreement shall remain in effect for the period of affordability specified in **Sec. 12**, and shall be binding upon the parties and shall inure to the benefit of their respective successors, assignees, representatives, and heirs.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed through their respective lawfully empowered and authorized representatives, this Loan Agreement as of the day and year first above written.

Arvada Housing Authority

____
Lauren Simpson, Chairperson of the
Authority/Mayor of Arvada
8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

____
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By:______________________________

Marshall Pointe Apartments, LP, a
Colorado limited partnership

By: Marshall Pointe GP LLC, a Delaware
limited liability company, its general partner

By:_____________________________
Russell Condas, Vice President

EXHIBIT A

LOAN AGREEMENT

Legal Description

Borrower: Marshall Pointe Apartments, LP

Lender: Arvada Housing Authority

Situated in the County of Jefferson and State of Colorado described as follows:

Lot 1 as shown on the plat entitled, "Marshall Pointe Minor Subdivision" filed on August 26, 2024 as Reception No. 2024049932.

For information only: Said premises are described as 5170 Marshall Street, Arvada, CO and are designated as Tax Identification Nos. 300086824 and 3000004609 in the Land Records of Jefferson County, CO.

Exhibit B

ARVADA HOUSING AUTHORITY GAP FINACING LOAN

Loan Agreement

Principal	**$850,000**
Interest Rate	**3.50%**
Amortization	**40**
Term (years)	**20**
Annual Interest-Only Payment	**$29,750.00**
Annual Payment (w/ Principal)	**$39,803.19**

Year	Beg. Period	Principal	Interest Accrued	Interest Payment	Principle Payment	Total Payment	Payment Deadline	End Balance	
RoF	12/1/2026	$850,000.00						$850,000.00	
1	1/1/2027	$850,000.00	$2,526.71	$2,526.71	$0.00	**$2,526.71**	3/1/2027	$850,000.00	
2	1/1/2028	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2028	$850,000.00	
3	1/1/2029	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2029	$850,000.00	
4	1/1/2030	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2030	$850,000.00	
5	1/1/2031	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2031	$850,000.00	
6	1/1/2032	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2032	$850,000.00	
7	1/1/2033	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2033	$850,000.00	
8	1/1/2034	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2034	$850,000.00	
9	1/1/2035	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2035	$850,000.00	
10	1/1/2036	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2036	$850,000.00	
11	1/1/2037	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2037	$850,000.00	
12	1/1/2038	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2038	$850,000.00	
13	1/1/2039	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2039	$850,000.00	
14	1/1/2040	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2040	$850,000.00	
15	1/1/2041	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2041	$850,000.00	
16	1/1/2042	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2042	$850,000.00	
17	1/1/2043	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2043	$850,000.00	
18	1/1/2044	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2044	$850,000.00	
19	1/1/2045	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2045	$850,000.00	
20	**1/1/2046**	**$850,000.00**	**$29,750.00**	**$29,750.00**	**$0.00**	**$29,750.00**	**3/1/2046**	**$850,000.00**	>>Balloon Payment

Dates in the Amortization table represent the current construction and draw schedule presented to the Arvada Housing Authority at the time this document was drafted. Borrower may Request a Release of Funds (RoF) at any point after Construction Closing. The payment due on March 1 of Year 1 shall be the interest accrued during the RoF Year. Year 1 of the Loan Term shall begin on Jan 1 of the next calendar year after RoF. The date on which the RoF occurs shall determine the amount of interest accured for the RoF Year.

For example: If Funds are released on July 1, of 2025, the accrued interest for the RoF Year shall be $14,875.00, and shall be paid on March 1, 2026. Year 1 shall be January 1, 2026 to December 31, 2026, and the $29,750.00 payment shall be due on March 1, 2027. The final Payment of $29,750.00 plus the return of Principal - $850,000.00 - shall be made with the final payment in Year 20.

EXHIBIT C

LOAN AGREEMENT

Permitted senior encumbrances:

1. Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing executed by Borrower, as grantor, to the Public Trustee of Jefferson County, Colorado, as trustee, for the benefit and security of JPMorgan Chase Bank, N.A., a national banking association, as beneficiary, securing a loan in the approximate original principal amount not to exceed $67,000,000, to be recorded on our about the date hereof in the record property records of the office of the clerk and recorder of Jefferson County, Colorado.

2. Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing executed by Borrower, as grantor, to the Public Trustee of Jefferson County, Colorado, as trustee, for the benefit and security of JPMorgan Chase Bank, N.A., a national banking association, as beneficiary, securing a loan in the approximate original principal amount not to exceed $45,000,000, to be recorded on our about the date hereof in the record property records of the office of the clerk and recorder of Jefferson County, Colorado.

3. The deed of trust securing Colorado Housing Finance Authority risk share permanent loan in the approximate amount of $56,500,000 to be recorded against the Mortgage Property.

4. Terms, conditions, provisions, agreements and obligations contained in the "Dry Up Covenant" as set forth below:

   Recording Date: April 20, 2006
   Reception No.: 2006046696

5. Any taxes or assessments by reason of the inclusion of the Land in the Clear Creek Valley Water and Sanitation District as evidenced by instrument recorded January 15, 2015 as Reception No. 2015004168.

6. Terms, conditions, provisions, agreements and obligations contained in the “Spano Corner Annexation” as set forth below:

   Recording Date: January 07, 2016
   Reception No.: 2016002097

   Annexation Map recorded January 07, 2016 as Reception No. 2016002096.

7. Terms, conditions, provisions, agreements and obligations contained in the Colorado Department of Local Affairs Use Covenant and Regulatory Agreement as set forth below:

   Recording Date: July 27, 2023
   Reception No. 2023045185

8. Terms, conditions, provisions, agreements and obligations contained in the Public Service Company of Colorado Easement as set forth below:

   Recording Date: October 31, 2023
   Reception No. 2023066622

9. The matters disclosed as shown on the ALTA/NSPS Survey prepared by Aaron Murphy, PLS of Harris Kocher Smith, dated 10/22/2024 entitled, "ALTA/NSPS Land Title Survey situated in the Southwest 1/4 of Section 13, Township 3 South, Range 69 West of the 6th P.M.", as Project No. 220319, dated October 22, 2024, last revised in 2024, shows no encroachments or variations with record lines except:
   a. Conex containers, fences and gates encroach onto Marshall Street.
   b. Fences encroach onto W 52nd Avenue.
   c. One (1) story brick garage on subject premises encroaches 0.4 feet onto W 52nd Avenue.
   d. One (1) story frame garage on subject premises encroaches 0.3 feet onto W 52nd Avenue.
   e. Pump house on subject premises encroaches 1.4 feet onto W 52nd Avenue.
   f. One (1) story greenhouse structure on subject premises lies within easement areas.
   g. Overhead electric wires on utility poles across subject premises. Policy excepts easement rights of others by reason thereof.
   h. Fences vary with record lines of title.

10. All matters shown on plat entitled "Marshall Pointe Minor Subdivision" filed August 26, 2024 as Reception No. 2024049932.

DEED OF TRUST

This Deed of Trust ("Deed of Trust") is made this ______ day of _______________, 2025, by and between Marshall Pointe Apartments, LP, a Colorado limited partnership whose address is 401 Wilshire Blvd., Suite 1100, Santa Monica, CA 90401 ("Borrower") and the Public Trustee for the County of Jefferson, State of Colorado ("Trustee"), for the benefit of the Arvada Housing Authority, whose address is 8101 Ralston Road, Arvada, CO 80002 ("Lender").

The Borrower and Lender covenant and agree as follows:

1. **PROPERTY IN TRUST.** The Borrower, in consideration of the indebtedness herein recited and described, hereby grants, bargains, sells, transfers, assigns, and conveys to the Trustee in trust with power of sale, all of that certain property located in the City of Arvada, Jefferson County, Colorado, and described in attached **Exhibit A** (the "Property"), together with all of the Borrower's right, title, and interest in and to: (i) all privileges, easements, rights-of-way, licenses, franchises, tenements, and appurtenances belonging or in any way appertaining to the Property; (ii) all rents, issues, profits, condemnation awards, and option payments in regard to the Property; (iii) all furniture, furnishings, fixtures, maintenance equipment, and all other personal property owned by Borrower now or hereafter located in, or on, used, or intended to be used in connection with the Property (excluding, however, personal property owned by tenants occupying space in the Property); (iv) all of the estates, rights, and interests of the Borrower, whether now owned or hereafter acquired in the Property; and (v) the proceeds of any of the above. All of the foregoing are hereinafter referred to as the "Mortgaged Property."

2. **THIS DEED OF TRUST IS GIVEN TO SECURE THE LENDER:**

   2.1. The repayment of:

   2.1.1. All sums advanced by Lender to Borrower under that certain Promissory Note dated as of [____________], payable to the order of Lender in the original principal amount of *$850,000.00* (the "Note"). Estimated interest payments on the Note are further detailed in **Exhibit B, Loan Amortization Schedule**. Payments of principal on the Note are to be made by Borrower from fifty percent (50%) of available Cash Flow (as defined in the Loan Agreement), if available, as set forth in the Note; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon shall be due and payable on *March 1, 2046*; and Borrower is to pay to Lender a late charge of *5%* of any payment not received by Lender within *15 days* after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty. If principal payments on the Note are paid during the term of the Note, the Lender shall re-evaluate and reduce the interest-only payment for the following year and all subsequent years in accordance with the Note.

2.1.2. Prompt and complete performance and observing of all covenants and conditions to be performed by Borrower under the loan agreement dated of even date herewith, made between Borrower and Lender (the "Loan Agreement");

2.1.3. The payment of all other sums with interest at the Default Rate thereon (if not timely paid), as may be advanced or expended by Lender in accordance with this Deed of Trust or any other instrument or agreement securing the Note (the indebtedness of the Borrower evidenced by the Note and all such other sums are hereinafter collectively referred to as the "Indebtedness"); and

2.1.4. The performance of all the covenants and agreements of the Borrower contained herein.

2.2. This Deed of Trust is upon the express condition that, if Borrower shall pay to the Lender, as and when due and payable, all of its Indebtedness evidenced by the Note, and all other Indebtedness, and Borrower shall also keep and perform each and every covenant and agreement herein-contained, then this Deed of Trust and the estate hereby granted shall cease to be and become void, and shall be released of record at the expense of the Borrower; otherwise this Deed of Trust shall be and remain in full force and effect.

3. **TITLE**. Borrower represents, warrants, and covenants to the Lender and the Trustee that it is the lawful owner of the Mortgaged Property in fee simple, has the right to grant and convey the Mortgaged Property, and has good right and full power and authority under all applicable provisions of law to execute this Deed of Trust; that the Mortgaged Property is free from all liens, security interests, and encumbrances except as listed in **Exhibit C** attached hereto; and that the Borrower will warrant and defend the title to the Mortgaged Property and the lien and priority of this Deed of Trust against all claims and demands of all persons whomsoever, whether now existing or hereafter arising, not listed in **Exhibit C**; and that no claims or liens are outstanding or threatened against the Mortgaged Property. The covenants and warranties of this paragraph shall survive foreclosure of this Deed of Trust.

4. **PAYMENT OR PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the principal of and interest on the Indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. **PAYMENT OF TAXES, ASSESSMENTS, OTHER CHARGES, AND LIENS.** Borrower shall pay, before the date when due, all taxes and assessments, utility charges, and all other charges whatsoever levied upon or assessed or placed against the Mortgaged Property, and shall give to Lender, upon demand, a receipt or receipts evidencing such payment. Borrower shall not create, incur, or suffer to exist any lien, security interest, encumbrance, or charge on the Mortgaged Property or any part thereof, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable, utility easements entered into in the ordinary course of business, and any permitted encumbrance listed in Exhibit C (and any encumbrances entered into in connection with any refinancing thereof). The Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.

6. **COMPLIANCE WITH LAWS.** Borrower shall comply promptly and fully with all applicable present and future statutes, laws, rules, orders, regulations, and ordinances, and any easements, protective covenants, or other private restrictions affecting the Mortgaged Property, any part thereof or the use thereof, including, without limitation, laws, ordinances, rules, or regulations relating to hazardous wastes, hazardous materials, or oil.

7. **ENVIRONMENTAL MATTERS.** Borrower covenants and represents that, to the best of its knowledge, there are no Hazardous Materials generated, released, incorporated, stored, buried, or deposited over, beneath, in, or upon the Mortgaged Property, nor will there be, for so long as any of the Indebtedness secured hereby remains outstanding. For purposes of this Deed of Trust, "Hazardous Materials," shall mean and include any flammable explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, toxic substances, or related materials, including, without limitation, any substances defined as or included in the definition of toxic or hazardous substances, wastes, or materials under any federal applicable state or local laws, ordinances, or regulations dealing with or otherwise pertaining to toxic or hazardous substances, wastes, or materials, but shall specifically exclude any usual and customary construction, household cleaning and maintenance supplies stored in reasonable quantities. Such laws, ordinances, and regulations are hereinafter collectively referred to as the "Hazardous Materials Laws."

   7.1. <u>Indemnification for Hazardous Materials.</u> Borrower shall be solely responsible for, and shall indemnify and hold harmless Lender, its directors, officers, employees, agents, successors, and assigns (the "Lender Indemnified Parties") from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence (whether prior to or during the term of the Loan and otherwise and regardless of by whom caused, whether by Borrower or any predecessor in title or any owner of land adjacent to the Mortgaged Property or any other third party, or any employee, agent, contractor, or subcontractor of Borrower or any predecessor in title or any such adjacent land owner or any third person) of Hazardous Materials in, on, under, or about the Mortgaged Property; except that Borrower shall not be required to indemnify Lender or any Lender Indemnified Parties to the extent that such loss, damage, cost, expense, or liability arises due to the negligence or willful misconduct of Lender or any Lender Indemnified Parties.

8. **INSURANCE.**

   8.1. <u>General Requirements.</u> Borrower, at its sole cost and expense, will maintain insurance as set forth in this Section:

      8.1.1. Insurance on any buildings and other improvements now existing or hereafter erected on the Mortgaged Property and on the fixtures and personal property contents included in the Mortgaged Property against loss by fire, other hazards covered by the so-called "all-risk" form of policy, and such other perils as Lender shall, from time to time, require, including water damage coverage, in an amount not less than the replacement cost of the Mortgaged Property.

8.1.2. If the Property, or any part thereof, is at any time located in a designated official flood-hazardous area, flood insurance insuring any buildings and improvements now existing or hereafter erected on the Land, and the personal property used in the operation thereof in an amount equal to the lesser of the amount required in Sec. 8.1.1 or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and regulations issued thereunder.

8.1.3. Comprehensive general liability insurance protecting against claims arising from any accident or occurrence in or upon the Mortgaged Property, in such amounts as Lender may, from time to time, require, but in no event having less than a combined single limit of $1,000,000.00 per occurrence/$2,000,000.00 general aggregate, naming the City of Arvada and Arvada Housing Authority, its officials, officers, and employees as additional insureds.

8.2. <u>Policy Provisions.</u> All insurance policies and renewals thereof maintained by Borrower pursuant to Sec. 8.1.1 – 8.1.3 above shall be written by an insurance carrier qualified to write insurance in Colorado, and satisfactory to Lender (with the exception of flood insurance provided by the National Flood Insurance Program), contain a standard mortgagee clause and a loss payee clause and other endorsements in favor of and in form and content acceptable to Lender, and contain an agreement that the policy will not be amended, modified, or canceled by either party except after 30 days prior written notice to Lender.

8.3. <u>Delivery of Policy.</u> Borrower will deliver to the Lender a certificate evidencing the insurance that is required under Sec. 8.1.1 – 8.1.3, and the Borrower shall promptly furnish to the Lender copies of all renewal notices. Prior to the expiration date of a required policy, Borrower shall deliver to the Lender a copy of a certificate evidencing a renewal policy in form satisfactory to the Lender.

8.4. <u>Application of Insurance Proceeds.</u> Subject to the rights of any lender with a superior interest under a recorded Deed of Trust or similar document or instrument, all sums paid under any insurance policy required in Sec. 8.1.1 and 8.1.2 shall be paid to the Lender (after application of such proceeds to prior lienholders, to the extent of the Indebtedness secured by their liens). Lender shall apply such amounts (after first deducting therefrom its expenses incurred in collecting the same, including, but not limited to, reasonable attorneys' fees) to the restoration of the Mortgaged Property pursuant to such conditions as the Lender shall, in its reasonable discretion require, unless the senior lienholder has applied such proceeds solely to the payment of its lien, in which case Lender may do likewise. No application of insurance proceeds shall extend or postpone the due dates of the installments payable under the Note or change the amount of such installments.

9. PRESERVATION AND MAINTENANCE OF MORTGAGED PROPERTY. Borrower shall: (i) keep the Mortgaged Property in safe and good repair and condition, ordinary wear and tear excepted; (ii) upon damage to or destruction of the Mortgaged Property, or any part thereof, by fire or other casualty, restore, repair, replace, or rebuild the Mortgaged Property that is damaged or destroyed to the condition it was in immediately prior to such damage or destruction, whether or not any insurance proceeds are available or sufficient for such purpose; (iii) not commit waste or permit impairment or deterioration of the Mortgaged Property; and (iv) not remove any of the of the fixtures or personal property included in the Mortgaged Property unless the same is immediately replaced with property of at least equal value and utility, and this Deed of Trust becomes a valid lien on such property.

10. **INSPECTION.** Borrower shall permit the Lender or its agents to enter upon the Mortgaged Property at all reasonable times and upon reasonable prior notice for the purposes of inspecting the Mortgaged Property or any part thereof. However, Lender shall have no duty to make such inspection.

11. **BOOKS AND RECORDS**. Borrower shall keep and maintain at all times at the Borrower's address stated below or at the Mortgaged Property or at such other place as the Lender may approve in writing, complete and accurate books of accounts and records in sufficient detail to reflect correctly the results of the operation of the Mortgaged Property, and copies of any and all written contracts, leases, and other instruments that affect the Mortgaged Property. Borrower shall permit Lender or its representative to examine and inspect such books, records, contracts, leases, and other instruments during ordinary business hours and upon reasonable prior notice.

12. **PROTECTION OF THE LENDER'S SECURITY.** Subject to the rights of any lender with a superior interest under any prior recorded Deed of Trust or similar documents or instruments, if the Borrower fails, within 30 days after receiving a written demand from the Lender, to perform or comply with any of the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced that affects the Mortgaged Property or the interest of the Trustee or the Lender, or the title thereto, then the Lender, at the Lender's option, may perform such covenants and agreements, defend against and/or investigate such action or proceedings, and/or take such other action as the Lender reasonably deems necessary to protect its interests. Lender shall be the sole judge of the legality, validity, and priority of any claim, lien, encumbrance, tax, assessment, charge, and premium paid by it and of the amount necessary to be paid in satisfaction thereof. Lender is hereby given the irrevocable power of attorney (which power is coupled with an interest) to enter upon the Mortgaged Property as the Borrower's agent in the Borrower's name to perform any and all covenants and agreements to be performed by the Borrower as herein provided during the existence of an Event of Default hereunder. Any amounts or expenses disbursed or incurred by the Lender pursuant to this paragraph, or to otherwise enforce any provision of this Deed of Trust or to preserve any of the rights, powers, or privileges of the Lender granted or created hereby, including, without limitation, costs incurred in any appeal, with interest thereon as hereinafter stated, shall become additional Indebtedness of the Borrower secured by this Deed of Trust. Unless the Borrower and the Lender agree in writing to other terms of repayment, such amounts shall be immediately due and payable, and shall bear interest from the date of disbursement at the Default Rate of interest stated in the Note. Lender shall, at its option, be subrogated to the lien of any mortgage or other lien, discharged in whole or in part by the Indebtedness or by the Lender under the provisions hereof, and any such subrogation rights shall be additional and

cumulative security for this Deed of Trust. Nothing contained in this paragraph shall require the Lender to incur any expense or do any act hereunder, and the Lender shall not be liable to Borrower for any damages or claims arising out of action taken by the Lender pursuant to this paragraph, except as a result of the Lender's willful misconduct or gross negligence.

13. **TAKING.** Subject to the rights of any lender with a superior interest under a recorded Deed of Trust or similar document or instrument, and the obligations of Borrower thereunder, the Borrower hereby irrevocably assigns to the Lender any award or payment up to the amount of the Borrower's Indebtedness under the Note that becomes payable by reason of any taking of the Mortgaged Property, or any part thereof, whether directly or indirectly or temporarily or permanently, in or by condemnation or the eminent domain proceedings or the settlement thereof ("Taking"). All awards or payments payable as a result of a Taking shall be paid to the Lender (in order of the priority of liens encumbering the Mortgaged Property), which after first deducting the Lender's expenses incurred in the collection thereof shall be applied to the repair or restoration of the Mortgaged Property, pursuant to such conditions as the Lender in its reasonable discretion may require, unless the senior lienholder has applied the same solely to payment of its lien, in which case, Lender may do likewise. No application of any Taking award or payment to repayment of Indebtedness shall postpone the due dates of Borrower's payments due under the Note or change the amount of such payments.

14. **SECURITY INTEREST.** This Deed of Trust shall constitute a security agreement with respect to (and the Borrower hereby grants the Trustee and the Lender a security interest in) all fixtures and personal property included in the Mortgaged Property as more specifically described in the granting clause above. Borrower will, from time to time, at the request of the Lender, execute any and all financing statements or other documents covering such fixtures or personal property (in a form satisfactory to the Lender) that the Lender may consider necessary or appropriate to confirm, evidence, or perfect the Trustee's and/or the Lender's security interest.

15. **DEFAULT.**

15.1. Notice. Borrower will prepare, or cause to be prepared, at its expense, and will deliver to Lender, promptly upon becoming aware of the existence of any condition or event that constitutes an Event of Default (as defined in Sec. 15.2 below), written notice specifying the nature and period of existence of an Event of Default and what action the Borrower has taken or proposes to take with respect to the Event of Default.

15.2. Events of Default. Each of the following occurrences is an event of default ("Event of Default"). The Investor (as defined in the Loan Agreement) shall have the right, but not the obligation, to cure any default of Borrower hereunder, which cure shall be accepted by Lender as if tendered by Borrower.

15.2.1. Borrower fails to pay any portion of the Indebtedness when due and payable (after the expiration of applicable notice and cure periods described in the Loan Agreement);

15.2.2. Borrower fails to duly to perform or observe any of the other covenants or agreements contained in the Loan Agreement or in this Deed of Trust (after the expiration of applicable notice and cure periods described in the Loan Agreement);

15.2.3. A judgment, writ, or warrant of attachment or execution, or similar process is entered and becomes a lien on, issued against, or levied against, the Mortgaged Property or any part thereof and is not released, vacated, or fully bonded 30 days after its entry, issue, or levy, and Lender's written notice and demand therefor;

15.2.4. Borrower sells or conveys the Mortgaged Property, provided that a conveyance to one of Borrower's partners or a wholly owned affiliate, or a transfer of a partnership interest in Borrower shall not constitute an Event of Default;

15.2.5. Borrower is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors; or Borrower applies for or consents to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property; or such a receiver, trustee, or similar officer is appointed without the application or consent of the Borrower, and such appointment continues undischarged for a period of 90 days; or Borrower institutes (by petition, application, answer, or otherwise) any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, liquidation, or similar proceedings under the laws of any jurisdiction; or any such proceeding is instituted against the Borrower; or the Borrower terminates or dissolves;

15.2.6. Any representation of the Borrower made herein or made by the Borrower or any employee of the Borrower in any submission or document delivered by or on behalf of the Borrower in connection with the Indebtedness is materially untrue when made; and/or

15.2.7. A default or an Event of Default, however defined, after the expiration of all applicable notice and cure periods, occurs under any other document or instrument now or hereafter securing repayment of the Note or issued in connection therewith, or evidencing or securing a loan made by any other lender with regard to the Mortgaged Property.

16. POWER OF SALE, REMEDIES.

16.1. If an Event of Default occurs and is continuing, and subject to the terms of the Subordination Agreement (defined in the Note), Borrower hereby authorizes and empowers Trustee and/or Lender to do the following:

16.1.1. Lender may, by written notice to Borrower, declare all amounts payable under the Note and all other Indebtedness to be immediately due and payable, and the same shall be immediately due and payable without further notice or demand of any kind.

16.1.2. Lender is authorized and empowered, without further notice, to file a written Notice of Election and Demand for Sale with Trustee, as provided by law, it being then lawful for the Trustee to foreclose, and the Trustee shall foreclose this Deed of Trust. The Trustee shall apply the proceeds of the sale in the following order: (i) to all reasonable costs and expenses of the sale, including, without limitation, reasonable Trustee's and attorneys' fees and costs of evidence of title; (ii) to the Indebtedness; and (iii) the excess, if any, to the person or persons legally entitled to such proceeds.

16.1.3. If any of the Indebtedness hereby secured becomes due and payable, the Trustee or Lender have the right and power to proceed by a suit or suits in equity or at law for: (i) the specific performance of any covenant or agreement; (ii) the aid of the execution of any power herein granted; (iii) any foreclosure hereunder; (iv) the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction; (v) executory or other legal process; or (vi) the enforcement of any other appropriate legal or equitable remedy.

16.1.4. Lender has the right to the appointment of a receiver, whether before or after maturity of the Indebtedness hereby secured, as a matter of strict right and regardless of the value of the security for the amount of the Indebtedness or of the solvency of Borrower or any party obligated for the payment of the Indebtedness. Such receiver may be appointed on Lender's ex parte application, by any court of competent jurisdiction, to manage, preserve, protect, and operate the Mortgaged Property and any business or businesses located thereon, to collect the rents, issues, profits, and income thereof, to make all necessary repairs, and to pay all taxes and assessments against the Mortgaged Property and insurance premiums for insurance thereon, and after the payment of the expenses of the receivership, including reasonable attorneys' fees, to apply the net proceeds in reduction of the Indebtedness or in such manner as the court or receiver shall direct.

16.1.5. The Lender may exercise, with respect to all fixtures and personal property that are part of the Mortgaged Property, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Colorado. If notice to the Borrower of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to the Borrower at least 10 calendar days prior to the date of intended disposition. Borrower shall pay on demand, all reasonable costs and expenses incurred by the Lender in exercising such rights and remedies, including, without limitation, reasonable attorneys' fees and legal expenses.

16.2. In the exercise of any of the foregoing rights and powers, the Lender shall not be liable to the Borrower for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of the Lender.

16.3. Notwithstanding anything to the contrary herein, Lender shall not exercise any rights following an Event of Default until the expiration of the Compliance Period (as that term is defined in Section 42 of the Internal Revenue Code) applicable to the Mortgaged Property.

17. **FORBEARANCE NOT A WAIVER; RIGHTS AND REMEDIES CUMULATIVE.** No delay by the Trustee or Lender in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy. No waiver by the Trustee or Lender of any particular provision of this Deed of Trust shall be deemed effective unless in writing signed by the party making such rights and remedies provided for herein. Any right or remedy that the Trustee or Lender may have at provided in this Deed of Trust or otherwise shall not preclude the pursuit of any other right or remedy available in law or in equity. Such rights or remedies shall be distinct, separate, and cumulative.

18. **SUCCESSORS AND ASSIGNS BOUND; NUMBER; GENDER; AGENTS; CAPTIONS.** The covenants and agreements herein shall bind, and the rights hereunder shall inure to the benefit of, the respective successors and assigns of the Lender and the Borrower. References to the Borrower or Lender are deemed to include such successors and assigns. Wherever used, the singular number shall include the plural, and the plural the singular, and use of any gender shall apply to all genders. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to limit, interpret or define the provisions hereof.

19. **NOTICE.** Any notice from the Lender or the Trustee to the Borrower under this Deed of Trust shall be deemed to have been given by the party giving the notice and received by the Borrower three days after being sent by certified mail, return receipt requested, to the Borrower at the following address:

Marshall Pointe Apartments, LP
401 Wilshire Blvd.
Suite 1100
Santa Monica, CA 90401
Attention: Russell Condas and Ben Taylor

with a copy to:

Lincoln Avenue Capital LLC
680 5th Avenue, 17th Floor
New York, New York 10019
Attn: Hanna Jamar

And to:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: Joseph Phelps

And to:

NEF Assignment Corporation
10 South Riverside Plaza, Suite 1700
Chicago, IL 60606
Attn: General Counsel
Email: projectnotices@nefinc.org with subject line SMT# 82641

And to:

Barnes & Thornburg LLP
41 South High Street, Suite 3300
Columbus, OH 43215
Attn: Jordan Carr

or at such other address as the Borrower may designate in writing to the Lender. Any notices required to be given to Lender shall be delivered to the following address:

Arvada Housing Authority
ATTN: Executive Director
8101 Ralston Rd.
Arvada, CO 80002

with a copy to:

Arvada Housing Authority
ATTN: City Attorney
8101 Ralston Rd.
Arvada, CO 80002

or at such other address as the Lender may designate in writing to the Borrower.

20. **GOVERNING LAW; SEVERABILITY.** This Deed of Trust shall be governed by the laws of the State of Colorado. In the event that any provision or clause of this Deed of Trust conflicts with applicable law or the application thereof under any particular circumstance to any particular person or entity conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust that can be given effect without the conflicting provisions or the applicability of such provision to other persons or entities or to such persons or entities under other circumstances and to this end, the provisions of the Deed of Trust are declared to be severable.

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IN WITNESS WHEREOF, Borrower has caused this Deed of Trust to be duly executed as of the day and year first above written.

MARSHALL POINTE APARTMENTS, LP,
a Colorado limited partnership

By: Marshall Pointe GP LLC,
a Delaware limited liability company,
its general partner

By: __________________________
Russell Condas, Vice President

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On before me,
(insert name and title of the officer)

personally appeared Russell Condas, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature **(Seal)**

EXHIBIT A

DEED OF TRUST

Legal Description

Borrower: Marshall Pointe Apartments, LP

Lender: Arvada Housing Authority

Situated in the County of Jefferson and State of Colorado described as follows:

Lot 1 as shown on the plat entitled, "Marshall Pointe Minor Subdivision" filed on August 26, 2024 as Reception No. 2024049932.

For information only: Said premises are described as 5170 Marshall Street, Arvada, CO and are designated as Tax Identification Nos. 300086824 and 3000004609 in the Land Records of Jefferson County, CO.

Exhibit B

Deed of Trust

ARVADA HOUSING AUTHORITY GAP FINACING LOAN

Principal	**$850,000**
Interest Rate	**3.50%**
Amortization	**40**
Term (years)	**20**
Annual Interest-Only Payment	**$29,750.00**
Annual Payment (w/ Principal)	**$39,803.19**

Year	Beg. Period	Principal	Interest Accrued	Interest Payment	Principle Payment	Total Payment	Payment Deadline	End Balance	
RoF	12/1/2026	$850,000.00						$850,000.00	
1	1/1/2027	$850,000.00	$2,526.71	$2,526.71	$0.00	**$2,526.71**	3/1/2027	$850,000.00	
2	1/1/2028	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2028	$850,000.00	
3	1/1/2029	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2029	$850,000.00	
4	1/1/2030	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2030	$850,000.00	
5	1/1/2031	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2031	$850,000.00	
6	1/1/2032	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2032	$850,000.00	
7	1/1/2033	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2033	$850,000.00	
8	1/1/2034	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2034	$850,000.00	
9	1/1/2035	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2035	$850,000.00	
10	1/1/2036	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2036	$850,000.00	
11	1/1/2037	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2037	$850,000.00	
12	1/1/2038	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2038	$850,000.00	
13	1/1/2039	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2039	$850,000.00	
14	1/1/2040	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2040	$850,000.00	
15	1/1/2041	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2041	$850,000.00	
16	1/1/2042	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2042	$850,000.00	
17	1/1/2043	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2043	$850,000.00	
18	1/1/2044	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2044	$850,000.00	
19	1/1/2045	$850,000.00	$29,750.00	$29,750.00	$0.00	**$29,750.00**	3/1/2045	$850,000.00	
20	**1/1/2046**	**$850,000.00**	**$29,750.00**	**$29,750.00**	**$0.00**	**$29,750.00**	**3/1/2046**	**$850,000.00**	>>Balloon Payment

Dates in the Amortization table represent the current construction and draw schedule presented to the Arvada Housing Authority at the time this document was drafted. Borrower may Request a Release of Funds (RoF) at any point after Construction Closing. The payment due on March 1 of Year 1 shall be the interest accrued during the RoF Year. Year 1 of the Loan Term shall begin on Jan 1 of the next calendar year after RoF. The date on which the RoF occurs shall determine the amount of interest accured for the RoF Year.

For example: If Funds are released on July 1, of 2025, the accrued interest for the RoF Year shall be $14,875.00, and shall be paid on March 1, 2026. Year 1 shall be January 1, 2026 to December 31, 2026, and the $29,750.00 payment shall be due on March 1, 2027. The final Payment of $29,750.00 plus the return of Principal - $850,000.00 - shall be made with the final payment in Year 20.

EXHIBIT C

DEED OF TRUST

Permitted senior encumbrances:

1. Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing executed by Borrower, as grantor, to the Public Trustee of Jefferson County, Colorado, as trustee, for the benefit and security of JPMorgan Chase Bank, N.A., a national banking association, as beneficiary, securing a loan in the approximate original principal amount not to exceed $67,000,000, to be recorded on our about the date hereof in the record property records of the office of the clerk and recorder of Jefferson County, Colorado.

2. Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing executed by Borrower, as grantor, to the Public Trustee of Jefferson County, Colorado, as trustee, for the benefit and security of JPMorgan Chase Bank, N.A., a national banking association, as beneficiary, securing a loan in the approximate original principal amount not to exceed $45,000,000, to be recorded on our about the date hereof in the record property records of the office of the clerk and recorder of Jefferson County, Colorado.

3. The Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Rents and Leases executed by Borrower, as grantor, to the Public Trustee of Jefferson County, Colorado, as trustee, for the benefit and security of Colorado Housing Finance Authority, a body corporate and political subdivision of the State of Colorado, as beneficiary, securing a loan in the approximate original principal amount of $56,500,000, to be recorded on our about the date hereof in the record property records of the office of the clerk and recorder of Jefferson County, Colorado, as such Deed of Trust may be amended and restated in connection with the closing of the permanent Risk Share Program loan to Borrower.

4. Terms, conditions, provisions, agreements and obligations contained in the "Dry Up Covenant" as set forth below:

   Recording Date: April 20, 2006
   Reception No.: 2006046696

5. Any taxes or assessments by reason of the inclusion of the Land in the Clear Creek Valley Water and Sanitation District as evidenced by instrument recorded January 15, 2015 as Reception No. 2015004168.

6. Terms, conditions, provisions, agreements and obligations contained in the “Spano Corner Annexation” as set forth below:

   Recording Date: January 07, 2016
   Reception No.: 2016002097

Annexation Map recorded January 07, 2016 as Reception No. 2016002096.

7. Terms, conditions, provisions, agreements and obligations contained in the Colorado Department of Local Affairs Use Covenant and Regulatory Agreement as set forth below:

   Recording Date: July 27, 2023
   Reception No. 2023045185

8. Terms, conditions, provisions, agreements and obligations contained in the Public Service Company of Colorado Easement as set forth below:

   Recording Date: October 31, 2023
   Reception No. 2023066622

9. All matters shown on plat entitled "Marshall Pointe Minor Subdivision" filed August 26, 2024 as Reception No. 2024049932.

15 Year Proforma

Year		
Land Lease Year		
Conversion	**Year**	**2028**
Year		
Revenue		
2 Gross Potential Rent	2.0%	
Loss to Lease	0.0%	
Total Gross Income		
Vacancy	**Long Term %**	
Vacancy %	*7.0%*	
Bad Debt		
Vacancy %	–	
Model/Employee		
Vacancy %	–	
Concessions		
Vacancy %	–	
Total Vacancy %	*7.0 %*	
Total Rental Income		
W/D Rental		
Gross W/D Rental		
Vacancy		
Total W/D Rental		
Vacancy %	*7.0%*	
Parking		
Gross Parking		
Vacancy		
Total Parking		
Vacancy %	*0.0%*	
Internet		
Gross Internet		
Vacancy		
Total Internet		
Vacancy %	*7.0%*	
Storage Lockers		
Gross Storage Lockers		
Vacancy		
Total Storage Lockers		
Vacancy %	*7.0%*	
Tenant Charges		
Gross Tenant Charges		
Vacancy		
Total Tenant Charges		
Vacancy %	*7.0%*	
Total Revenue		

Expenses		
G&A		
Payroll		
PSH Services		
Electricity		
Gas		
Water & Sewer		
Trash		
Contract Services		
Repairs & Maintenance		
Turnover		
Marketing		
Total Controllable Expenses		
Management Fee	***2.75%***	
Insurance		
Real Estate Tax	*Annual Inc.*	*Yr 10 Inc.*
Land Lease	***2.0%***	***3.5%***
Land Lease Increase		
Arvada Housing Authoirty Interest Payment		
Total Expenses (Pre-RR)		
Replacement Reserves		
Total Expenses (Including RR)		
Net Operating Income		
Debt Service		
Construction Mortgage		
Equity Bridge Loan		
First Mortgage		
Supplemental Mortgage		
CHFA Loan (Interest Payment)		
Total Debt Service Payments		
Cash Flow After Debt Service		
Draw From Lease-Up Reserve		$ -
Cash Available at Conversion (Banked - Not Used as Source)		50.0 %
Net Cash Flow		

Distribution Waterfall		
Reserve Accounts		
Minimum Operating Reserve Balance		
Operating Reserve Outstanding		
Payment		
Ending Balance		
Remaining Cash Flow		
LP Asset Management Fee		
Accrued LP AM Fee	*First PMT Year*	3.0 %
Current LP AM Fee	3	$ 13,000
Payment		
Ending Balance		

Remaining Cash Flow		
Housing Authority Annual Fee		
Accrued LP AM Fee	*Per Unit*	3.0 %
Current LP AM Fee	$ 50	$ 13,000
Payment		
Ending Balance		
Remaining Cash Flow		
Deferred Developer Fee		
Accrued DDF Interest		
Current Interest	5.00%	
Payment		
Ending Balance		
Remaining Cash Flow		
Deferred Developer Fee Outstanding		
DDF Payment		
Ending DDF Balance		
Year Paid	***2037***	
Remaining Cash Flow		
GP Asset Management Fee		
Accrued GP AM Fee	*First PMT Year*	3.0 %
Current GP AM Fee	3	$ 13,000
Payment		
Ending Balance		
Remaining Cash Flow		
Available for CHFA Loan Repayment	0.00%	
CHFA Loan		
CHFA Loan Principal Outstanding		
Payment		
Ending Balance		
Remaining Cash Flow		
Available for AHA Loan Repayment	50.00%	
AHA Gap Loan		
AHA Gap Loan Principal Outstanding		
Payment		
Ending Balance		
Remaining Cash Flow		
Available for DOH Loan Repayment	50.00%	

CF % Check
TRUE

DOH Gap Loan		
Accrued BOP Interest		
Current Interest	0.00%	
Payment		
EOP Interest Balance		
Remaining Cash Flow (DOH)		
DOH Gap Loan Principal Outstanding		
Payment		
Ending Balance		
Remaining Cash Flow		
Incentive Management Fee		
	90.00%	
Ending Balance		
Distributions		
0.0100% General Partner	**0.010 %**	
0.0100% Special Limited Partner	**0.010 %**	
99.98% Investor Limited Partner	**99.980 %**	
100.0000% Additional Limited Partner	–	
Amortization Rollup		

First Mortgage
Principal Payment
Interest Payment
Issuer Fee
Annual Payment
Beginning Balance
Principal Paid
Ending Balance

Supplemental Mortgage
Principal Payment
Interest Payment
Issuer Fee
Annual Payment
Beginning Balance
Principal Paid
Ending Balance

CHFA Loan
Principal Payment
Interest Payment
Annual Payment
Beginning Balance

Principal Paid
Ending Balance

AHA Loan
Principal Payment
Interest Payment
Annual Payment

Beginning Balance
Principal Paid
Ending Balance

DOH Loan
Principal Payment
Interest Payment
Annual Payment

Beginning Balance
Principal Paid
Ending Balance

Soft Loans Outstanding
O/S Soft Loans BOP
Soft Loan Payments
O/S Soft Loan EOP

Soft Debt:	**Check**
Cash Flow	**Check**

Lease-Up / Construction				
1	2	3	1	2
0	0	0	4	5
			1	0
2025	2026	2027	2028	2029
		2.0%	2.0%	
$ 4,725,117	$ 5,300,888	$ 5,406,906	$ 5,515,044	$ 5,625,345
–	–	–	–	–
$ 4,725,117	**$ 5,300,888**	**$ 5,406,906**	**$ 5,515,044**	**$ 5,625,345**
$(4,725,117)	$(4,688,919)	$(421,822)	$(386,053)	$(393,774)
100.0%	*88.5%*	*7.8%*	*7.0%*	*7.0%*
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
100.0 %	***88.5 %***	***7.8 %***	***7.0 %***	***7.0 %***
–	**$ 611,968**	**$ 4,985,083**	**$ 5,128,991**	**$ 5,231,570**
$ 185,900	$ 206,856	$ 210,993	$ 215,213	$ 219,517
(185,900)	(183,170)	(16,480)	(15,065)	(15,366)
–	**$ 23,686**	**$ 194,513**	**$ 200,148**	**$ 204,151**
100 %	*89 %*	*8 %*	*7 %*	*7 %*
–	–	–	–	–
-	-	-	-	-
–	**–**	**–**	**–**	**–**
				–
$ 214,500	$ 238,680	$ 243,454	$ 248,323	$ 253,289
(214,500)	(211,350)	(19,016)	(17,383)	(17,730)
–	**$ 27,330**	**$ 224,438**	**$ 230,940**	**$ 235,559**
100 %	*89 %*	*8 %*	*7 %*	*7 %*
$ 52,910	$ 58,874	$ 60,052	$ 61,253	$ 62,478
(52,910)	(52,133)	(4,691)	(4,288)	(4,373)
–	**$ 6,741**	**$ 55,361**	**$ 56,965**	**$ 58,105**
100 %	*89 %*	*8 %*	*7 %*	*7 %*
$ 28,600	$ 31,824	$ 32,460	$ 33,110	$ 33,772
(28,600)	(28,180)	(2,535)	(2,318)	(2,364)
–	**$ 3,644**	**$ 29,925**	**$ 30,792**	**$ 31,408**
100 %	*89 %*	*8 %*	*7 %*	*7 %*
–	**$ 669,725**	**$ 5,489,320**	**$ 5,647,836**	**$ 5,760,793**

–	$ 16,738	$ 68,959	$ 71,027	$ 73,158
–	77,327	318,588	328,146	337,990
–	20,600	84,872	87,418	90,041
–	2,009	8,275	8,523	8,779
–	–	–	–	–
–	20,085	82,750	85,233	87,790
–	8,704	35,858	36,934	38,042
–	16,068	66,200	68,186	70,232
–	15,064	62,063	63,925	65,842
–	10,043	41,375	42,616	43,895
–	2,544	10,482	10,796	11,120
–	**$ 189,180**	**$ 779,422**	**$ 802,805**	**$ 826,889**
–	18,518	150,956	155,315	158,422
–	42,458	174,926	180,174	185,580
–	–	–	–	–
–	–	–	–	–
				2.0 %
–	–	–	29,750	29,750
–	**$ 250,156**	**$ 1,105,305**	**$ 1,168,044**	**$ 1,200,640**
-	-	-	78,000	80,340
–	**$ 250,156**	**$ 1,105,305**	**$ 1,246,044**	**$ 1,280,980**
–	**$ 419,569**	**$ 4,384,015**	**$ 4,401,792**	**$ 4,479,813**
–	–	–	$ 0	–
–	–	–	0	–
–	–	–	3,184,068	3,473,071
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**$ 3,184,068**	**$ 3,473,071**
–	**$ 419,569**	**$ 4,384,015**	**$ 1,217,723**	**$ 1,006,742**
–	–	–	–	
–	–	–	$ 2,403,614	$ -
–	**–**	**–**	**$ 3,621,337**	**$ 1,006,742**

–				
$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626
–	–	–	–	–
$ 1,155,626	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**
–	**–**	**–**	**$ 3,621,337**	**$ 1,006,742**

–	–	–	–	–
–	–	–	13,000	13,390
–	–	–	13,000	13,390
–	**–**	**–**	**–**	**–**

–	**–**	**–**	**$ 3,608,337**	**$ 993,352**
–	$ 13,000	$ 26,390	$ 40,182	–
13,000	13,390	13,792	14,205	14,632
–	–	–	54,387	14,632
$ 13,000	**$ 26,390**	**$ 40,182**	**–**	**–**
–	**–**	**–**	**$ 3,553,950**	**$ 978,720**
–	$ 510,689	$ 1,021,378	$ 1,532,068	–
510,689	510,689	510,689	510,689	435,130
–	–	–	2,042,757	435,130
$ 510,689	**$ 1,021,378**	**$ 1,532,068**	**–**	**–**
–	**–**	**–**	**$ 1,511,193**	**$ 543,590**
$ 10,213,785	$ 10,213,785	$ 10,213,785	$ 10,213,785	$ 8,702,591
–	–	–	1,511,193	543,590
$ 10,213,785	**$ 10,213,785**	**$ 10,213,785**	**$ 8,702,591**	**$ 8,159,001**
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	–	–	–	$ 13,000
–	–	–	13,000	13,390
–	–	–	–	–
–	**–**	**–**	**$ 13,000**	**$ 26,390**
–	**–**	**–**	**–**	**–**
–	**–**	**–**	**–**	**–**
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–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	**–**	**–**	**–**	**–**
–	**–**	**–**	**–**	**–**
$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
–	–	–	–	–
$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
–	**–**	**–**	**–**	**–**
–	**–**	**–**	**–**	**–**

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–	**–**	**–**	**–**	**–**
–	**–**	**–**	**–**	**–**

–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–

2025	**2026**	**2027**	**2028**	**2029**
–	–	–	$ 342,007	$ 393,628
–	–	–	2,780,007	3,012,206
–	–	–	62,054	67,237
–	**–**	**–**	**$ 3,184,068**	**$ 3,473,071**
–	–	–	$ 54,310,000	$ 53,967,993
–	–	–	342,007	393,628
–	**–**	**–**	**$ 53,967,993**	**$ 53,574,365**

2025	**2026**	**2027**	**2028**	**2029**
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**

2025	**2026**	**2027**	**2028**	**2029**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	–	–	–	–

–	–	–	–	–
–	**–**	**–**	**–**	**–**

2025	2026	2027	2028	2029
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
–	–	–	–	–
$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**

2025	2026	2027	2028	2029
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
–	–	–	–	–
$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
–	–	–	–	–
–	–	–	–	–

l Management LLC ("LAC") and may not be used without the explicit written permission of LAC. Without the exp
ntained herein.

3 6 0 2030	4 7 0 2031	5 8 0 2032	6 9 0 2033	7 10 0 2034
$ 5,737,851	$ 5,852,608	$ 5,969,661	$ 6,089,054	$ 6,210,835
–	–	–	–	–
$ 5,737,851	**$ 5,852,608**	**$ 5,969,661**	**$ 6,089,054**	**$ 6,210,835**
$(401,650)	$(409,683)	$(417,876)	$(426,234)	$(434,758)
7.0%	*7.0%*	*7.0%*	*7.0%*	*7.0%*
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
7.0 %	***7.0 %***	***7.0 %***	***7.0 %***	***7.0 %***
$ 5,336,202	**$ 5,442,926**	**$ 5,551,784**	**$ 5,662,820**	**$ 5,776,076**
$ 223,908	$ 228,386	$ 232,953	$ 237,613	$ 242,365
(15,674)	(15,987)	(16,307)	(16,633)	(16,966)
$ 208,234	**$ 212,399**	**$ 216,647**	**$ 220,980**	**$ 225,399**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
–	–	–	–	–
-	-	-	-	-
–	**–**	**–**	**–**	**–**
–	–	–	–	–
$ 258,355	$ 263,522	$ 268,792	$ 274,168	$ 279,652
(18,085)	(18,447)	(18,815)	(19,192)	(19,576)
$ 240,270	**$ 245,075**	**$ 249,977**	**$ 254,977**	**$ 260,076**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 63,728	$ 65,002	$ 66,302	$ 67,628	$ 68,981
(4,461)	(4,550)	(4,641)	(4,734)	(4,829)
$ 59,267	**$ 60,452**	**$ 61,661**	**$ 62,894**	**$ 64,152**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 34,447	$ 35,136	$ 35,839	$ 36,556	$ 37,287
(2,411)	(2,460)	(2,509)	(2,559)	(2,610)
$ 32,036	**$ 32,677**	**$ 33,330**	**$ 33,997**	**$ 34,677**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 5,876,009	**$ 5,993,529**	**$ 6,113,399**	**$ 6,235,667**	**$ 6,360,381**

$ 75,353	$ 77,613	$ 79,942	$ 82,340	$ 84,810
348,130	358,574	369,331	380,411	391,823
92,742	95,524	98,390	101,342	104,382
9,042	9,314	9,593	9,881	10,177
–	–	–	–	–
90,423	93,136	95,930	98,808	101,772
39,183	40,359	41,570	42,817	44,101
72,339	74,509	76,744	79,046	81,418
67,818	69,852	71,948	74,106	76,329
45,212	46,568	47,965	49,404	50,886
11,454	11,797	12,151	12,516	12,891
$ 851,695	**$ 877,246**	**$ 903,564**	**$ 930,671**	**$ 958,591**
161,590	164,822	168,118	171,481	174,910
191,147	196,881	202,788	208,871	215,138
–	–	–	–	–
–	–	–	–	–
2.0 %	*2.0 %*	*2.0 %*	*2.0 %*	*3.5 %*
29,750	29,750	29,750	29,750	29,750
$ 1,234,183	**$ 1,268,700**	**$ 1,304,220**	**$ 1,340,773**	**$ 1,378,389**
82,750	85,233	87,790	90,423	93,136
$ 1,316,933	**$ 1,353,932**	**$ 1,392,010**	**$ 1,431,196**	**$ 1,471,525**
$ 4,559,076	**$ 4,639,596**	**$ 4,721,390**	**$ 4,804,471**	**$ 4,888,856**
–	–	–	–	–
–	–	–	–	–
3,472,566	3,472,032	3,471,468	3,470,871	3,470,239
–	–	–	–	–
–	–	–	–	–
$ 3,472,566	**$ 3,472,032**	**$ 3,471,468**	**$ 3,470,871**	**$ 3,470,239**
$ 1,086,510	**$ 1,167,564**	**$ 1,249,922**	**$ 1,333,600**	**$ 1,418,616**
$ -	***$ -***	***$ -***	***$ -***	***$ -***
$ 1,086,510	**$ 1,167,564**	**$ 1,249,922**	**$ 1,333,600**	**$ 1,418,616**
$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626
–	–	–	–	–
$ 1,155,626	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**
$ 1,086,510	**$ 1,167,564**	**$ 1,249,922**	**$ 1,333,600**	**$ 1,418,616**
–	–	–	–	–
13,390	13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390	13,390
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$ 1,073,120	**$ 1,154,174**	**$ 1,236,532**	**$ 1,320,210**	**$ 1,405,226**
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15,071	15,523	15,988	16,468	16,962
15,071	15,523	15,988	16,468	16,962
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$ 1,058,049	**$ 1,138,651**	**$ 1,220,544**	**$ 1,303,742**	**$ 1,388,264**
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407,950	375,445	337,285	293,122	242,591
407,950	375,445	337,285	293,122	242,591
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$ 650,099	**$ 763,206**	**$ 883,259**	**$ 1,010,621**	**$ 1,145,674**
$ 8,159,001	$ 7,508,902	$ 6,745,695	$ 5,862,436	$ 4,851,816
650,099	763,206	883,259	1,010,621	1,145,674
$ 7,508,902	**$ 6,745,695**	**$ 5,862,436**	**$ 4,851,816**	**$ 3,706,142**
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$ 26,390	$ 39,780	$ 53,170	$ 66,560	$ 79,950
13,390	13,390	13,390	13,390	13,390
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$ 39,780	**$ 53,170**	**$ 66,560**	**$ 79,950**	**$ 93,340**
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$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
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$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
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2030	2031	2032	2033	2034
$ 416,246	$ 440,163	$ 465,455	$ 492,200	$ 520,482
2,989,589	2,965,671	2,940,379	2,913,634	2,885,353
66,732	66,198	65,633	65,036	64,405
$ 3,472,566	**$ 3,472,032**	**$ 3,471,468**	**$ 3,470,871**	**$ 3,470,239**
$ 53,574,365	$ 53,158,120	$ 52,717,956	$ 52,252,502	$ 51,760,302
416,246	440,163	465,455	492,200	520,482
$ 53,158,120	**$ 52,717,956**	**$ 52,252,502**	**$ 51,760,302**	**$ 51,239,820**

2030	2031	2032	2033	2034
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2030	2031	2032	2033	2034
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2030	2031	2032	2033	2034
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$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
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$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**

2030	2031	2032	2033	2034
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$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
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$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
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ɔress written consent of

8	**9**	**10**	**11**	**12**
11	**12**	**13**	**14**	**15**
0	**0**	**0**	**0**	**0**
2035	**2036**	**2037**	**2038**	**2039**
$ 6,335,052	$ 6,461,753	$ 6,590,988	$ 6,722,807	$ 6,857,264
–	–	–	–	–
$ 6,335,052	**$ 6,461,753**	**$ 6,590,988**	**$ 6,722,807**	**$ 6,857,264**
$(443,454)	$(452,323)	$(461,369)	$(470,597)	$(480,008)
7.0%	*7.0%*	*7.0%*	*7.0%*	*7.0%*
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7.0 %	***7.0 %***	***7.0 %***	***7.0 %***	***7.0 %***
$ 5,891,598	**$ 6,009,430**	**$ 6,129,619**	**$ 6,252,211**	**$ 6,377,255**
$ 247,212	$ 252,156	$ 257,199	$ 262,343	$ 267,590
(17,305)	(17,651)	(18,004)	(18,364)	(18,731)
$ 229,907	**$ 234,505**	**$ 239,195**	**$ 243,979**	**$ 248,859**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
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$ 285,245	$ 290,950	$ 296,769	$ 302,704	$ 308,758
(19,967)	(20,366)	(20,774)	(21,189)	(21,613)
$ 265,278	**$ 270,583**	**$ 275,995**	**$ 281,515**	**$ 287,145**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 70,360	$ 71,768	$ 73,203	$ 74,667	$ 76,160
(4,925)	(5,024)	(5,124)	(5,227)	(5,331)
$ 65,435	**$ 66,744**	**$ 68,079**	**$ 69,440**	**$ 70,829**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 38,033	$ 38,793	$ 39,569	$ 40,361	$ 41,168
(2,662)	(2,716)	(2,770)	(2,825)	(2,882)
$ 35,370	**$ 36,078**	**$ 36,799**	**$ 37,535**	**$ 38,286**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 6,487,588	**$ 6,617,340**	**$ 6,749,687**	**$ 6,884,681**	**$ 7,022,374**

$ 87,355	$ 89,975	$ 92,674	$ 95,455	$ 98,318
403,578	415,685	428,156	441,001	454,231
107,513	110,739	114,061	117,483	121,007
10,483	10,797	11,121	11,455	11,798
–	–	–	–	–
104,825	107,970	111,209	114,546	117,982
45,424	46,787	48,191	49,636	51,126
83,860	86,376	88,967	91,637	94,386
78,619	80,978	83,407	85,909	88,486
52,413	53,985	55,605	57,273	58,991
13,278	13,676	14,087	14,509	14,944
$ 987,348	**$ 1,016,969**	**$ 1,047,478**	**$ 1,078,902**	**$ 1,111,269**
178,409	181,977	185,616	189,329	193,115
221,592	228,239	235,087	242,139	249,403
–	–	–	–	–
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2.0 %	*2.0 %*	*2.0 %*	*2.0 %*	*2.0 %*
29,750	29,750	29,750	29,750	29,750
$ 1,417,099	**$ 1,456,935**	**$ 1,497,931**	**$ 1,540,120**	**$ 1,583,538**
95,930	98,808	101,772	104,825	107,970
$ 1,513,029	**$ 1,555,743**	**$ 1,599,703**	**$ 1,644,946**	**$ 1,691,508**
$ 4,974,559	**$ 5,061,597**	**$ 5,149,984**	**$ 5,239,735**	**$ 5,330,866**
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3,469,572	3,468,866	3,468,119	3,467,330	3,466,495
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$ 3,469,572	**$ 3,468,866**	**$ 3,468,119**	**$ 3,467,330**	**$ 3,466,495**
$ 1,504,987	**$ 1,592,731**	**$ 1,681,864**	**$ 1,772,405**	**$ 1,864,371**
$ -	***$ -***	***$ -***	***$ -***	***$ -***
$ 1,504,987	**$ 1,592,731**	**$ 1,681,864**	**$ 1,772,405**	**$ 1,864,371**
$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626
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$ 1,155,626	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**
$ 1,504,987	**$ 1,592,731**	**$ 1,681,864**	**$ 1,772,405**	**$ 1,864,371**
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13,390	13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390	13,390
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$ 1,491,597	**$ 1,579,341**	**$ 1,668,474**	**$ 1,759,015**	**$ 1,850,981**
–	–	–	–	–
17,471	17,995	18,535	19,091	19,664
17,471	17,995	18,535	19,091	19,664
–	**–**	**–**	**–**	**–**
$ 1,474,127	**$ 1,561,346**	**$ 1,649,939**	**$ 1,739,924**	**$ 1,831,317**
–	–	–	–	–
185,307	120,866	48,842	–	–
185,307	120,866	48,842	–	–
–	**–**	**–**	**–**	**–**
$ 1,288,819	**$ 1,440,480**	**$ 1,601,097**	**$ 1,739,924**	**$ 1,831,317**
$ 3,706,142	$ 2,417,323	$ 976,843	–	–
1,288,819	1,440,480	976,843	–	–
$ 2,417,323	**$ 976,843**	**–**	**–**	**–**
–	–	*2,037*	–	–
–	**–**	**$ 624,254**	**$ 1,739,924**	**$ 1,831,317**
$ 93,340	$ 106,730	$ 120,120	–	–
13,390	13,390	13,390	13,390	13,390
–	–	133,510	13,390	13,390
$ 106,730	**$ 120,120**	**–**	**–**	**–**
–	**–**	**$ 490,744**	**$ 1,726,534**	**$ 1,817,927**
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–	**–**	**$ 490,744**	**$ 1,726,534**	**$ 1,817,927**
–	**–**	**$ 245,372**	**$ 863,267**	**$ 908,963**
$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
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$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
–	**–**	**$ 490,744**	**$ 1,726,534**	**$ 1,817,927**
–	**–**	**$ 245,372**	**$ 863,267**	**$ 908,963**

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–	**–**	**$ 245,372**	**$ 863,267**	**$ 908,963**
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–	**–**	**–**	**–**	**–**
–	**–**	**$ 490,744**	**$ 1,726,534**	**$ 1,817,927**
–	**–**	**$ 441,670**	**$ 1,553,881**	**$ 1,636,134**
–	**–**	**$ 49,074**	**$ 172,653**	**$ 181,793**

–	–	$ 5	$ 17	$ 18
–	–	5	17	18
–	–	49,065	172,619	181,756
–	–	–	–	–

2035	2036	2037	2038	2039
$ 550,388	$ 582,014	$ 615,456	$ 650,820	$ 688,216
2,855,446	2,823,821	2,790,378	2,755,014	2,717,618
63,738	63,032	62,285	61,496	60,661
$ 3,469,572	**$ 3,468,866**	**$ 3,468,119**	**$ 3,467,330**	**$ 3,466,495**
$ 51,239,820	$ 50,689,432	$ 50,107,419	$ 49,491,962	$ 48,841,142
550,388	582,014	615,456	650,820	688,216
$ 50,689,432	**$ 50,107,419**	**$ 49,491,962**	**$ 48,841,142**	**$ 48,152,926**

2035	2036	2037	2038	2039
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2035	2036	2037	2038	2039
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2035	**2036**	**2037**	**2038**	**2039**
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$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
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$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
2035	**2036**	**2037**	**2038**	**2039**
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$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
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$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
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–	–	$ 575,180	$ 1,567,271	$ 1,649,524

13 16 0 2040	14 17 0 2041	15 18 0 2042	16 19 0 2043	17 20 0 2044
$ 6,994,409	$ 7,134,297	$ 7,276,983	$ 7,422,523	$ 7,570,973
–	–	–	–	–
$ 6,994,409	**$ 7,134,297**	**$ 7,276,983**	**$ 7,422,523**	**$ 7,570,973**
$(489,609)	$(499,401)	$(509,389)	$(519,577)	$(529,968)
7.0%	*7.0%*	*7.0%*	*7.0%*	*7.0%*
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7.0 %	***7.0 %***	***7.0 %***	***7.0 %***	***7.0 %***
$ 6,504,800	**$ 6,634,896**	**$ 6,767,594**	**$ 6,902,946**	**$ 7,041,005**
$ 272,942	$ 278,401	$ 283,969	$ 289,648	$ 295,441
(19,106)	(19,488)	(19,878)	(20,275)	(20,681)
$ 253,836	**$ 258,913**	**$ 264,091**	**$ 269,373**	**$ 274,760**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
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$ 314,933	$ 321,232	$ 327,656	$ 334,210	$ 340,894
(22,045)	(22,486)	(22,936)	(23,395)	(23,863)
$ 292,888	**$ 298,746**	**$ 304,721**	**$ 310,815**	**$ 317,031**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 77,684	$ 79,237	$ 80,822	$ 82,438	$ 84,087
(5,438)	(5,547)	(5,658)	(5,771)	(5,886)
$ 72,246	**$ 73,691**	**$ 75,164**	**$ 76,668**	**$ 78,201**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 41,991	$ 42,831	$ 43,688	$ 44,561	$ 45,453
(2,939)	(2,998)	(3,058)	(3,119)	(3,182)
$ 39,052	**$ 39,833**	**$ 40,629**	**$ 41,442**	**$ 42,271**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 7,162,822	**$ 7,306,078**	**$ 7,452,200**	**$ 7,601,244**	**$ 7,753,269**

$ 101,268	$ 104,306	$ 107,435	$ 110,658	$ 113,978
467,858	481,893	496,350	511,241	526,578
124,637	128,377	132,228	136,195	140,280
12,152	12,517	12,892	13,279	13,677
–	–	–	–	–
121,521	125,167	128,922	132,790	136,773
52,659	54,239	55,866	57,542	59,269
97,217	100,134	103,138	106,232	109,419
91,141	93,875	96,692	99,592	102,580
60,761	62,584	64,461	66,395	68,387
15,393	15,854	16,330	16,820	17,325
$ 1,144,608	**$ 1,178,946**	**$ 1,214,314**	**$ 1,250,744**	**$ 1,288,266**
196,978	200,917	204,935	209,034	213,215
256,885	264,592	272,530	280,706	289,127
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–	–	–	–	–
2.0 %	*2.0 %*	*2.0 %*	*2.0 %*	*3.5 %*
29,750	29,750	29,750	29,750	29,750
$ 1,628,221	**$ 1,674,205**	**$ 1,721,529**	**$ 1,770,233**	**$ 1,820,358**
111,209	114,546	117,982	121,521	125,167
$ 1,739,430	**$ 1,788,751**	**$ 1,839,511**	**$ 1,891,755**	**$ 1,945,525**
$ 5,423,392	**$ 5,517,328**	**$ 5,612,688**	**$ 5,709,489**	**$ 5,807,744**
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3,465,613	3,464,679	3,463,692	3,462,648	3,461,545
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–	–	–	–	–
$ 3,465,613	**$ 3,464,679**	**$ 3,463,692**	**$ 3,462,648**	**$ 3,461,545**
$ 1,957,779	**$ 2,052,648**	**$ 2,148,996**	**$ 2,246,840**	**$ 2,346,199**
$ -	***$ -***	***$ -***	***$ -***	***$ -***
$ 1,957,779	**$ 2,052,648**	**$ 2,148,996**	**$ 2,246,840**	**$ 2,346,199**
$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626
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$ 1,155,626	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**
$ 1,957,779	**$ 2,052,648**	**$ 2,148,996**	**$ 2,246,840**	**$ 2,346,199**
–	–	–	–	–
13,390	13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390	13,390
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$ 1,944,389	**$ 2,039,258**	**$ 2,135,606**	**$ 2,233,450**	**$ 2,332,809**
–	–	–	–	–
20,254	20,861	21,487	22,132	22,796
20,254	20,861	21,487	22,132	22,796
–	**–**	**–**	**–**	**–**
$ 1,924,136	**$ 2,018,397**	**$ 2,114,119**	**$ 2,211,319**	**$ 2,310,014**
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–	**–**	**–**	**–**	**–**
$ 1,924,136	**$ 2,018,397**	**$ 2,114,119**	**$ 2,211,319**	**$ 2,310,014**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	–	–	–	–
$ 1,924,136	**$ 2,018,397**	**$ 2,114,119**	**$ 2,211,319**	**$ 2,310,014**
–	–	–	–	–
13,390	13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390	13,390
–	**–**	**–**	**–**	**–**
$ 1,910,746	**$ 2,005,007**	**$ 2,100,729**	**$ 2,197,929**	**$ 2,296,624**
–	**–**	**–**	**–**	**–**
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–	**–**	**–**	**–**	**–**
$ 1,910,746	**$ 2,005,007**	**$ 2,100,729**	**$ 2,197,929**	**$ 2,296,624**
$ 955,373	**$ 1,002,504**	**$ 1,050,365**	**$ 1,098,964**	**$ 1,148,312**
$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
–	–	–	–	850,000
$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**–**
$ 1,910,746	**$ 2,005,007**	**$ 2,100,729**	**$ 2,197,929**	**$ 1,446,624**
$ 955,373	**$ 1,002,504**	**$ 1,050,365**	**$ 1,098,964**	**$ 723,312**

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–	**–**	**–**	**–**	**–**
$ 955,373	**$ 1,002,504**	**$ 1,050,365**	**$ 1,098,964**	**$ 723,312**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 1,910,746	**$ 2,005,007**	**$ 2,100,729**	**$ 2,197,929**	**$ 1,446,624**
$ 1,719,671	**$ 1,804,506**	**$ 1,890,656**	**$ 1,978,136**	**$ 1,301,961**
$ 191,075	**$ 200,501**	**$ 210,073**	**$ 219,793**	**$ 144,662**

$ 19	$ 20	$ 21	$ 22	$ 14
19	20	21	22	14
191,036	200,461	210,031	219,749	144,633
–	–	–	–	–

2040	2041	2042	2043	2044
$ 727,761	$ 769,578	$ 813,798	$ 860,559	$ 910,007
2,678,073	2,636,256	2,592,036	2,545,275	2,495,828
59,778	58,845	57,858	56,814	55,710
$ 3,465,613	**$ 3,464,679**	**$ 3,463,692**	**$ 3,462,648**	**$ 3,461,545**
$ 48,152,926	$ 47,425,165	$ 46,655,587	$ 45,841,789	$ 44,981,230
727,761	769,578	813,798	860,559	910,007
$ 47,425,165	**$ 46,655,587**	**$ 45,841,789**	**$ 44,981,230**	**$ 44,071,223**

2040	2041	2042	2043	2044
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2040	2041	2042	2043	2044
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
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–	**–**	**–**	**–**	**–**

2040	2041	2042	2043	2044
–	–	–	–	$ 850,000
–	–	–	–	–
–	**–**	**–**	**–**	**$ 850,000**
$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
–	–	–	–	850,000
$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**–**

2040	2041	2042	2043	2044
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
–	–	–	–	$ 850,000
$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**–**
–	–	–	–	–
$ 1,733,061	$ 1,817,896	$ 1,904,046	$ 1,991,526	$ 1,315,351

18	**19**	**20**	**21**	**22**
21	**22**	**23**	**24**	**25**
0	**0**	**0**	**0**	**0**
2045	**2046**	**2047**	**2048**	**2049**
$ 7,722,393	$ 7,876,840	$ 8,034,377	$ 8,195,065	$ 8,358,966
–	–	–	–	–
$ 7,722,393	**$ 7,876,840**	**$ 8,034,377**	**$ 8,195,065**	**$ 8,358,966**
$(540,567)	$(551,379)	$(562,406)	$(573,655)	$(585,128)
7.0%	*7.0%*	*7.0%*	*7.0%*	*7.0%*
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
7.0 %	***7.0 %***	***7.0 %***	***7.0 %***	***7.0 %***
$ 7,181,825	**$ 7,325,462**	**$ 7,471,971**	**$ 7,621,410**	**$ 7,773,838**
$ 301,350	$ 307,377	$ 313,525	$ 319,795	$ 326,191
(21,095)	(21,516)	(21,947)	(22,386)	(22,833)
$ 280,256	**$ 285,861**	**$ 291,578**	**$ 297,410**	**$ 303,358**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
–	–	–	–	–
-	-	-	-	-
–	**–**	**–**	**–**	**–**
–	–	–	–	–
$ 347,712	$ 354,666	$ 361,759	$ 368,994	$ 376,374
(24,340)	(24,827)	(25,323)	(25,830)	(26,346)
$ 323,372	**$ 329,839**	**$ 336,436**	**$ 343,165**	**$ 350,028**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 85,769	$ 87,484	$ 89,234	$ 91,019	$ 92,839
(6,004)	(6,124)	(6,246)	(6,371)	(6,499)
$ 79,765	**$ 81,360**	**$ 82,988**	**$ 84,647**	**$ 86,340**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 46,362	$ 47,289	$ 48,235	$ 49,199	$ 50,183
(3,245)	(3,310)	(3,376)	(3,444)	(3,513)
$ 43,116	**$ 43,979**	**$ 44,858**	**$ 45,755**	**$ 46,670**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 7,908,334	**$ 8,066,501**	**$ 8,227,831**	**$ 8,392,387**	**$ 8,560,235**

$ 117,397	$ 120,919	$ 124,547	$ 128,283	$ 132,132
542,375	558,646	575,406	592,668	610,448
144,489	148,824	153,288	157,887	162,624
14,088	14,510	14,946	15,394	15,856
–	–	–	–	–
140,877	145,103	149,456	153,940	158,558
61,047	62,878	64,764	66,707	68,708
112,701	116,082	119,565	123,152	126,846
105,658	108,827	112,092	115,455	118,918
70,438	72,551	74,728	76,970	79,279
17,844	18,380	18,931	19,499	20,084
$ 1,326,914	**$ 1,366,721**	**$ 1,407,723**	**$ 1,449,955**	**$ 1,493,453**
217,479	221,829	226,265	230,791	235,406
297,801	306,735	315,937	325,415	335,177
–	–	–	–	–
–	–	–	–	–
2.0 %	*2.0 %*	*2.0 %*	*2.0 %*	*2.0 %*
–	–	–	–	–
$ 1,842,194	**$ 1,895,285**	**$ 1,949,925**	**$ 2,006,160**	**$ 2,064,037**
128,922	132,790	136,773	140,877	145,103
$ 1,971,116	**$ 2,028,074**	**$ 2,086,698**	**$ 2,147,037**	**$ 2,209,140**
$ 5,937,218	**$ 6,038,426**	**$ 6,141,132**	**$ 6,245,350**	**$ 6,351,095**
–	–	–	–	–
–	–	–	–	–
3,460,377	3,459,143	3,457,838	3,456,458	3,454,998
–	–	–	–	–
–	–	–	–	–
$ 3,460,377	**$ 3,459,143**	**$ 3,457,838**	**$ 3,456,458**	**$ 3,454,998**
$ 2,476,841	**$ 2,579,283**	**$ 2,683,294**	**$ 2,788,893**	**$ 2,896,097**
$ -	***$ -***	***$ -***	***$ -***	***$ -***
$ 2,476,841	**$ 2,579,283**	**$ 2,683,294**	**$ 2,788,893**	**$ 2,896,097**
$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626
–	–	–	–	–
$ 1,155,626	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**
$ 2,476,841	**$ 2,579,283**	**$ 2,683,294**	**$ 2,788,893**	**$ 2,896,097**
–	–	–	–	–
13,390	13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390	13,390
–	**–**	**–**	**–**	**–**

$ 2,463,451	**$ 2,565,893**	**$ 2,669,904**	**$ 2,775,503**	**$ 2,882,707**
–	–	–	–	–
23,479	24,184	24,909	25,657	26,426
23,479	24,184	24,909	25,657	26,426
–	**–**	**–**	**–**	**–**
$ 2,439,971	**$ 2,541,709**	**$ 2,644,995**	**$ 2,749,846**	**$ 2,856,280**
–	–	–	–	–
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–	**–**	**–**	**–**	**–**
$ 2,439,971	**$ 2,541,709**	**$ 2,644,995**	**$ 2,749,846**	**$ 2,856,280**
–	–	–	–	–
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–	**–**	**–**	**–**	**–**
–	–	–	–	–
$ 2,439,971	**$ 2,541,709**	**$ 2,644,995**	**$ 2,749,846**	**$ 2,856,280**
–	–	–	–	–
13,390	13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390	13,390
–	**–**	**–**	**–**	**–**
$ 2,426,581	**$ 2,528,319**	**$ 2,631,605**	**$ 2,736,456**	**$ 2,842,890**
–	**–**	**–**	**–**	**–**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 2,426,581	**$ 2,528,319**	**$ 2,631,605**	**$ 2,736,456**	**$ 2,842,890**
$ 1,213,291	**$ 1,264,160**	**$ 1,315,802**	**$ 1,368,228**	**$ 1,421,445**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 2,426,581	**$ 2,528,319**	**$ 2,631,605**	**$ 2,736,456**	**$ 2,842,890**
$ 1,213,291	**$ 1,264,160**	**$ 1,315,802**	**$ 1,368,228**	**$ 1,421,445**

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–	**–**	**–**	**–**	**–**
$ 1,213,291	**$ 1,264,160**	**$ 1,315,802**	**$ 1,368,228**	**$ 1,421,445**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 2,426,581	**$ 2,528,319**	**$ 2,631,605**	**$ 2,736,456**	**$ 2,842,890**
$ 2,183,923	**$ 2,275,487**	**$ 2,368,444**	**$ 2,462,810**	**$ 2,558,601**
$ 242,658	**$ 252,832**	**$ 263,160**	**$ 273,646**	**$ 284,289**

$ 24	$ 25	$ 26	$ 27	$ 28
24	25	26	27	28
242,610	252,781	263,108	273,591	284,232
–	–	–	–	–

2045	**2046**	**2047**	**2048**	**2049**
$ 962,295	$ 1,017,589	$ 1,076,059	$ 1,137,890	$ 1,203,273
2,443,539	2,388,245	2,329,775	2,267,944	2,202,561
54,543	53,309	52,004	50,624	49,164
$ 3,460,377	**$ 3,459,143**	**$ 3,457,838**	**$ 3,456,458**	**$ 3,454,998**
$ 44,071,223	$ 43,108,928	$ 42,091,339	$ 41,015,280	$ 39,877,390
962,295	1,017,589	1,076,059	1,137,890	1,203,273
$ 43,108,928	**$ 42,091,339**	**$ 41,015,280**	**$ 39,877,390**	**$ 38,674,117**

2045	**2046**	**2047**	**2048**	**2049**
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2045	**2046**	**2047**	**2048**	**2049**
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2045	**2046**	**2047**	**2048**	**2049**
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–	–	–	–	–
2045	**2046**	**2047**	**2048**	**2049**
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–	–	–	–	–
–	–	–	–	–
$ 2,197,313	$ 2,288,877	$ 2,381,834	$ 2,476,200	$ 2,571,991

23	**24**	**25**	**26**
26	**27**	**28**	**29**
0	**0**	**0**	**0**
2050	**2051**	**2052**	**2053**
$ 8,526,145	$ 8,696,668	$ 8,870,602	$ 9,048,014
–	–	–	–
$ 8,526,145	**$ 8,696,668**	**$ 8,870,602**	**$ 9,048,014**
$(596,830)	$(608,767)	$(620,942)	$(633,361)
7.0%	*7.0%*	*7.0%*	*7.0%*
–	–	–	–
–	–	–	–
–	–	–	–
–	–	–	–
–	–	–	–
–	–	–	–
7.0 %	***7.0 %***	***7.0 %***	***7.0 %***
$ 7,929,315	**$ 8,087,901**	**$ 8,249,660**	**$ 8,414,653**
$ 332,715	$ 339,369	$ 346,157	$ 353,080
(23,290)	(23,756)	(24,231)	(24,716)
$ 309,425	**$ 315,613**	**$ 321,926**	**$ 328,364**
7 %	*7 %*	*7 %*	*7 %*
–	–	–	–
-	-	-	-
–	**–**	**–**	**–**
–	–	–	–
$ 383,902	$ 391,580	$ 399,411	$ 407,400
(26,873)	(27,411)	(27,959)	(28,518)
$ 357,029	**$ 364,169**	**$ 371,453**	**$ 378,882**
7 %	*7 %*	*7 %*	*7 %*
$ 94,696	$ 96,590	$ 98,521	$ 100,492
(6,629)	(6,761)	(6,897)	(7,034)
$ 88,067	**$ 89,828**	**$ 91,625**	**$ 93,457**
7 %	*7 %*	*7 %*	*7 %*
$ 51,187	$ 52,211	$ 53,255	$ 54,320
(3,583)	(3,655)	(3,728)	(3,802)
$ 47,604	**$ 48,556**	**$ 49,527**	**$ 50,518**
7 %	*7 %*	*7 %*	*7 %*
$ 8,731,440	**$ 8,906,068**	**$ 9,084,190**	**$ 9,265,874**

$ 136,096	$ 140,178	$ 144,384	$ 148,715
628,762	647,624	667,053	687,065
167,502	172,527	177,703	183,034
16,331	16,821	17,326	17,846
–	–	–	–
163,315	168,214	173,261	178,458
70,770	72,893	75,080	77,332
130,652	134,571	138,608	142,767
122,486	126,161	129,945	133,844
81,657	84,107	86,630	89,229
20,687	21,307	21,946	22,605
$ 1,538,257	**$ 1,584,404**	**$ 1,631,937**	**$ 1,680,895**
240,115	244,917	249,815	254,812
345,233	355,590	366,257	377,245
–	–	–	–
–	–	–	–
2.0 %	*2.0 %*	*2.0 %*	*2.0 %*
–	–	–	–
$ 2,123,604	**$ 2,184,911**	**$ 2,248,009**	**$ 2,312,951**
149,456	153,940	158,558	163,315
$ 2,273,060	**$ 2,338,851**	**$ 2,406,567**	**$ 2,476,266**
$ 6,458,380	**$ 6,567,218**	**$ 6,677,623**	**$ 6,789,608**
–	–	–	–
–	–	–	–
3,453,455	3,451,823	3,450,097	3,448,273
–	–	–	–
–	–	–	–
$ 3,453,455	**$ 3,451,823**	**$ 3,450,097**	**$ 3,448,273**
$ 3,004,924	**$ 3,115,395**	**$ 3,227,525**	**$ 3,341,335**
$ -	***$ -***	***$ -***	***$ -***
$ 3,004,924	**$ 3,115,395**	**$ 3,227,525**	**$ 3,341,335**
$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626
–	–	–	–
$ 1,155,626	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**
$ 3,004,924	**$ 3,115,395**	**$ 3,227,525**	**$ 3,341,335**
–	–	–	–
13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390
–	**–**	**–**	**–**

$ 2,991,534	**$ 3,102,005**	**$ 3,214,135**	**$ 3,327,945**
–	–	–	–
27,219	28,036	28,877	29,743
27,219	28,036	28,877	29,743
–	**–**	**–**	**–**
$ 2,964,315	**$ 3,073,969**	**$ 3,185,259**	**$ 3,298,202**
–	–	–	–
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**
$ 2,964,315	**$ 3,073,969**	**$ 3,185,259**	**$ 3,298,202**
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**
–	–	–	–
$ 2,964,315	**$ 3,073,969**	**$ 3,185,259**	**$ 3,298,202**
–	–	–	–
13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390
–	**–**	**–**	**–**
$ 2,950,925	**$ 3,060,579**	**$ 3,171,869**	**$ 3,284,812**
–	**–**	**–**	**–**
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**
$ 2,950,925	**$ 3,060,579**	**$ 3,171,869**	**$ 3,284,812**
$ 1,475,463	**$ 1,530,289**	**$ 1,585,934**	**$ 1,642,406**
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**
$ 2,950,925	**$ 3,060,579**	**$ 3,171,869**	**$ 3,284,812**
$ 1,475,463	**$ 1,530,289**	**$ 1,585,934**	**$ 1,642,406**

–	–	–	–
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**
$ 1,475,463	**$ 1,530,289**	**$ 1,585,934**	**$ 1,642,406**
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**
$ 2,950,925	**$ 3,060,579**	**$ 3,171,869**	**$ 3,284,812**
$ 2,655,833	**$ 2,754,521**	**$ 2,854,682**	**$ 2,956,331**
$ 295,093	**$ 306,058**	**$ 317,187**	**$ 328,481**

$ 30	$ 31	$ 32	$ 33
30	31	32	33
295,034	305,997	317,123	328,416
–	–	–	–

2050	**2051**	**2052**	**2053**
$ 1,272,413	$ 1,345,525	$ 1,422,839	$ 1,504,596
2,133,421	2,060,309	1,982,995	1,901,239
47,621	45,989	44,263	42,438
$ 3,453,455	**$ 3,451,823**	**$ 3,450,097**	**$ 3,448,273**
$ 38,674,117	$ 37,401,704	$ 36,056,179	$ 34,633,340
1,272,413	1,345,525	1,422,839	1,504,596
$ 37,401,704	**$ 36,056,179**	**$ 34,633,340**	**$ 33,128,744**

2050	**2051**	**2052**	**2053**
–	–	–	–
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**

2050	**2051**	**2052**	**2053**
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**
–	–	–	–

–	–	–	–
–	–	–	–

2050	2051	2052	2053
–	–	–	–
–	–	–	–
–	–	–	–
–	–	–	–
–	–	–	–
–	–	–	–

2050	2051	2052	2053
–	–	–	–
–	–	–	–
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–	–	–	–

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–	–	–	–
$ 2,669,223	$ 2,767,911	$ 2,868,072	$ 2,969,721

3.5 %	Year #	1	2	3	4	5
	Year	2025	2026	2027	2028	2029
	AHA Loan Interest Payment	$ 29,750	$ 29,750	$ 29,750	$ 29,750	$ 29,750
	AHA Loan Principal Repayment	–	–	–	–	–
	AHA SLP Up-Front Fee	$ 500,000	–	–	–	–
	AHA Annual Fee	–	–	–	$ 54,387	$ 14,632
	Total	**$ 529,750**	**$ 29,750**	**$ 29,750**	**$ 84,137**	**$ 44,382**
	Cumulative Total	**$ 529,750**	**$ 559,500**	**$ 589,250**	**$ 673,387**	**$ 717,769**

6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038
$ 29,750	$ 29,750	$ 29,750	$ 29,750	$ 29,750	$ 29,750	$ 29,750	$ 29,750	$ 29,750
–	–	–	–	–	–	–	–	–
–	–	–	–	–	–	–	–	–
$ 15,071	$ 15,523	$ 15,988	$ 16,468	$ 16,962	$ 17,471	$ 17,995	$ 18,535	$ 19,091
$ 44,821	**$ 45,273**	**$ 45,738**	**$ 46,218**	**$ 46,712**	**$ 47,221**	**$ 47,745**	**$ 48,285**	**$ 48,841**
$ 762,589	**$ 807,862**	**$ 853,600**	**$ 899,818**	**$ 946,530**	**$ 993,751**	**$ 1,041,496**	**$ 1,089,781**	**$ 1,138,622**

15 2039	16 2040	17 2041	18 2042	19 2043	20 2044
$ 29,750	$ 29,750	$ 29,750	$ 29,750	$ 29,750	–
–	–	–	–	–	$ 850,000
–	–	–	–	–	–
$ 19,664	$ 20,254	$ 20,861	$ 21,487	$ 22,132	$ 22,796
$ 49,414	**$ 50,004**	**$ 50,611**	**$ 51,237**	**$ 51,882**	**$ 872,796**
$ 1,188,036	**$ 1,238,039**	**$ 1,288,651**	**$ 1,339,888**	**$ 1,391,769**	**$ 2,264,565**

Rent Savings Analysis

Market Rate 1-Bed Rent	$ 2,270
Marshall Pointe 1-Bed Rent (60%)	$ 1,467
Annual Rent Escalation	2.0 %
Total Units	149

**Market Rate Rent is for Solana Olde Town Station Apartments*

Rent Savings

Year	1	2	3
Market Rate 1-Bed Annual Rent	$ 27,240	$ 27,785	$ 28,340
Marshall Pointe 1-Bed Annual Rent (60%)	$ 17,604	$ 17,956	$ 18,315
Saving Per Unit Per Year	$ 9,636	$ 9,829	$ 10,025
Annual Savings Property Wide	$ 1,435,764	$ 1,464,479	$ 1,493,769
Cumulative Savings	**$ 1,435,764**	**$ 2,900,243**	**$ 4,394,012**

Market Rate 2-Bed Rent	$ 2,915
Marshall Pointe 2-Bed Rent (60%)	$ 1,761
Annual Rent Escalation	2.0 %
Total Units	84

**Market Rate Rent is for Solana Olde Town Station Apartments*

Rent Savings

Year	1	2	3
Market Rate 2-Bed Annual Rent	$ 34,980	$ 35,680	$ 36,393
Marshall Pointe 2-Bed Annual Rent (60%)	$ 21,132	$ 21,555	$ 21,986
Saving Per Unit Per Year	$ 13,848	$ 14,125	$ 14,407
Annual Savings Property Wide	$ 1,163,232	$ 1,186,497	$ 1,210,227
Cumulative Savings	**$ 1,163,232**	**$ 2,349,729**	**$ 3,559,955**

Market Rate 3-Bed Rent	$ 3,500
Marshall Pointe 3-Bed Rent (60%)	$ 2,034
Annual Rent Escalation	2.0 %
Total Units	27

**Market Rate Rent is for Solana Olde Town Station Apartments*

Rent Savings

Year	1	2	3

Market Rate 3-Bed Annual Rent	$ 42,000	$ 42,840	$ 43,697
Marshall Pointe 3-Bed Annual Rent (60%)	$ 24,408	$ 24,896	$ 25,394
Saving Per Unit Per Year	$ 17,592	$ 17,944	$ 18,303
Annual Savings Property Wide	$ 474,984	$ 484,484	$ 494,173
Cumulative Savings	**$ 474,984**	**$ 959,468**	**$ 1,453,641**

Total Cumulative Rent Savings	**$ 53,159,618**

4	5	6	7	8	9	10
$ 28,907	$ 29,485	$ 30,075	$ 30,677	$ 31,290	$ 31,916	$ 32,554
$ 18,682	$ 19,055	$ 19,436	$ 19,825	$ 20,221	$ 20,626	$ 21,038
$ 10,226	$ 10,430	$ 10,639	$ 10,852	$ 11,069	$ 11,290	$ 11,516
$ 1,523,644	$ 1,554,117	$ 1,585,199	$ 1,616,903	$ 1,649,242	$ 1,682,226	$ 1,715,871
$ 5,917,656	**$ 7,471,774**	**$ 9,056,973**	**$ 10,673,876**	**$ 12,323,118**	**$ 14,005,344**	**$ 15,721,215**

4	5	6	7	8	9	10
$ 37,121	$ 37,863	$ 38,621	$ 39,393	$ 40,181	$ 40,985	$ 41,804
$ 22,425	$ 22,874	$ 23,331	$ 23,798	$ 24,274	$ 24,760	$ 25,255
$ 14,696	$ 14,990	$ 15,289	$ 15,595	$ 15,907	$ 16,225	$ 16,550
$ 1,234,431	$ 1,259,120	$ 1,284,302	$ 1,309,988	$ 1,336,188	$ 1,362,912	$ 1,390,170
$ 4,794,386	**$ 6,053,506**	**$ 7,337,808**	**$ 8,647,796**	**$ 9,983,984**	**$ 11,346,896**	**$ 12,737,066**

4	5	6	7	8	9	10

$ 44,571	$ 45,462	$ 46,371	$ 47,299	$ 48,245	$ 49,210	$ 50,194
$ 25,902	$ 26,420	$ 26,948	$ 27,487	$ 28,037	$ 28,598	$ 29,170
$ 18,669	$ 19,042	$ 19,423	$ 19,811	$ 20,208	$ 20,612	$ 21,024
$ 504,057	$ 514,138	$ 524,421	$ 534,909	$ 545,607	$ 556,519	$ 567,650
$ 1,957,698	**$ 2,471,836**	**$ 2,996,257**	**$ 3,531,166**	**$ 4,076,773**	**$ 4,633,292**	**$ 5,200,942**

11	12	13	14	15
$ 33,205	$ 33,870	$ 34,547	$ 35,238	$ 35,943
$ 21,459	$ 21,888	$ 22,326	$ 22,773	$ 23,228
$ 11,746	$ 11,981	$ 12,221	$ 12,465	$ 12,714
$ 1,750,188	$ 1,785,192	$ 1,820,896	$ 1,857,314	$ 1,894,460
$ 17,471,404	**$ 19,256,596**	**$ 21,077,492**	**$ 22,934,805**	**$ 24,829,265**

11	12	13	14	15
$ 42,640	$ 43,493	$ 44,363	$ 45,250	$ 46,155
$ 25,760	$ 26,275	$ 26,800	$ 27,336	$ 27,883
$ 16,881	$ 17,218	$ 17,563	$ 17,914	$ 18,272
$ 1,417,973	$ 1,446,333	$ 1,475,259	$ 1,504,765	$ 1,534,860
$ 14,155,039	**$ 15,601,372**	**$ 17,076,631**	**$ 18,581,396**	**$ 20,116,256**

11	12	13	14	15

$ 51,198	$ 52,222	$ 53,266	$ 54,331	$ 55,418
$ 29,753	$ 30,348	$ 30,955	$ 31,574	$ 32,206
$ 21,445	$ 21,873	$ 22,311	$ 22,757	$ 23,212
$ 579,003	$ 590,583	$ 602,395	$ 614,442	$ 626,731
$ 5,779,945	**$ 6,370,528**	**$ 6,972,923**	**$ 7,587,365**	**$ 8,214,096**

Sales/Use Tax

*In Lieu of Sales Tax, a Use Tax is charged at the time of permit pulling

	Total Incl. Use Tax	Use Tax Amount (Savings)
DEV Permit	$ 19,717	$ 12,543
Garage Permit	$ 179,968	$ 136,616
Building Permit	$ 1,560,329	$ 1,156,640

Property Tax

Tax Estimate		
Affordable Sales Price/Unit		**$ 220,000**
Total Value	260 units	$57,200,000
Assessed Value	6.75%	$3,861,000
Mill Levy	10.27%	$396,397
Total Real Estate Taxes		**$ 396,397**
Per Unit		**$ 1,525**

RET Value - 15 Year	
Discount Rate	10%
Tax Growth Rate	3%
NPV	**$ 3,550,785**
Tax Savings (%)	10%
NPV Savings	**$ 355,079**

Year	Full Tax Burden	Tax Savings
Year 1	396,397	39,640
Year 2	408,289	40,829
Year 3	420,538	42,054
Year 4	433,154	43,315
Year 5	446,149	44,615
Year 6	459,533	45,953
Year 7	473,319	47,332
Year 8	487,519	48,752
Year 9	502,144	50,214
Year 10	517,209	51,721
Year 11	532,725	53,272
Year 12	548,707	54,871
Year 13	565,168	56,517
Year 14	582,123	58,212
Year 15	599,586	59,959

CITY OF ARVADA

REPORT TO HOUSING AUTHORITY	AGENDA ITEM V.2.

TO: THE HONORABLE CITY COUNCIL DATE: January 6, 2025

SUBJECT: R-HA-25-02, A Resolution Authorizing the Arvada Housing Authority to Enter Into a Limited Partnership Agreement as a Special Limited Partner for the Marshall Pointe Affordable Housing Development

Report in Brief

Presenter: Carrie Espinosa

The Marshall Point Apartments development will provide 260 units of affordable housing at 5170 Marshall Street. The Arvada Housing Authority agreed to become a Special Limited Partner of the project. The owner of the project, Marshall Point Apartments, LP, is scheduled to close on its construction loan in January 2025. A Special Limited Partnership Agreement between the Arvada Housing Authority and Marshall Pointe Apartments, LP, must be executed prior to closing.

The Arvada team recommends approval of R-HA-25-02, A Resolution Authorizing the Arvada Housing Authority to Enter Into a Limited Partnership Agreement as a Special Limited Partner for the Marshall Pointe Affordable Housing Development.

Financial Impact

Marshall Pointe Apartments, LP will receive a property and sales tax exemption through this partnership. The estimated property tax savings for the developer is $355,079/year over the 15 year tax credit period. The Sales/Use Tax Savings is estimated at $1,305,799.

Background

Marshall Pointe Apartments is a tax credit approved affordable housing development that will provide 260 units of affordable housing at 5170 Marshall Street. As part of the low-income housing tax credit (LIHTC) application, the Arvada Housing Authority agreed to become a Special Limited Partner to provide a property and sales tax exemption to the project.

Marshall Pointe Apartments will provide affordable housing for the community as follows:
1. The Housing Authority will provide 8 Housing Choice Vouchers; therefore as long as the vouchers are awarded, no less than 8 of the units at the property shall be restricted to households not exceeding 30% of area median income (AMI)
2. All 260 units at Marshall Pointe Apartments will be restricted to households with income averaging 60% AMI.

Marshall Pointe Apartments, LP, is scheduled to close on the construction loan for this project in January 2025. A Special Limited Partnership Agreement must be executed before closing.

Discussion

The Arvada City Council identified affordable housing as a priority area in the 2024-2030 City of Arvada Strategic Plan. Additionally, the 2024 City of Arvada Housing Needs Assessment and Housing Strategic Plan identified the following top three housing needs:

1. Need for additional affordable rentals
2. Starter homes and family homes priced near $450,000

3. Increased diversity in housing stock with a focus on missing middle ownership options and the need for housing stability options

Marshall Pointe Apartments will address the need for additional affordable rentals identified in the Arvada Housing Strategic Plan.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This item supports the following City of Arvada 2024-2030 Strategic Plan by supporting the City Council Housing Strategic Result-

Improve access to diverse, safe and affordable housing options and programs, providing residents with opportunities to obtain housing that meets their needs in all phases of life.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve A Resolution Authorizing the Arvada Housing Authority to Enter Into a Limited Partnership Agreement as a Special Limited Partner for the Marshall Pointe Affordable Housing Development.

Suggested Motion:

I move that R-HA-25-02, A Resolution Authorizing the Arvada Housing Authority to Enter Into a Limited Partnership Agreement as a Special Limited Partner for the Marshall Pointe Affordable Housing Development, be (approved) (rejected).

Prepared by:
Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	12/18/2024
Jessica Garner, Director of Community and Economic Development	12/19/2024
Bryan Archer, Director of Finance	12/19/2024
Gail Walker, Legal Specialist-Contracts	12/20/2024

Janelle Miller, Assistant City Attorney	12/20/2024
Rachel Morris, City Attorney	12/23/2024
Linda Haley, Acting City Manager	12/23/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R-HA-25-02

A RESOLUTION AUTHORIZING THE ARVADA HOUSING AUTHORITY TO ENTER INTO A LIMITED PARTNERSHIP AGREEMENT AS A SPECIAL LIMITED PARTNER FOR THE MARSHALL POINTE AFFORDABLE HOUSING DEVELOPMENT

WHEREAS, the Arvada Housing Authority ("the Authority") seeks to increase affordable housing options in the Arvada community; and

WHEREAS, Marshall Pointe is an affordable housing development located at 5170 Marshall Street, Arvada, Colorado 80002 ("the Property"), which will provide 260 units of affordable housing to the Arvada community; and

WHEREAS, the Authority wholly owns Arvada Housing Participation LLC, a limited liability company established by Arvada City Code 46-43(7), which allows the Authority to form business entities to partner with developers in affordable development projects; and

WHEREAS, the Authority has the opportunity to join Marshall Pointe Apartments, LP as a special limited partner holding .01% interest in the partnership and providing the development a property tax exemption under the terms and conditions provided in the special limited partnership agreement; and

WHEREAS, the Authority finds that it is beneficial to become a partner in Marshall Pointe Apartments, LP given the affordable housing units it provides to Arvada residents.

NOW, THEREFORE, BE IT RESOLVED BY THE ARVADA HOUSING AUTHORITY:

<u>Section 1.</u> The Arvada Housing Authority hereby authorizes the Chairperson and Mayor, or Vice Chairperson and Mayor Pro Tem, to execute the Amended and Restated Limited Partnership Agreement of Marshall Pointe Apartments, LP and Addendum to be included and incorporated thereto, which are in substantially the same form as attached hereto.

<u>Section 2.</u> The Arvada Housing Authority hereby authorizes consent to any subsequent amendments to the Amended and Restated Limited Partnership Agreement of Marshall Pointe Apartments, LP that are completed and upon review by the City Attorney, are determined to have no substantive effect on the rights or obligations of the Authority.

<u>Section 3.</u> This Resolution shall be effective upon its approval by the Arvada Housing Authority.

ADOPTED AND APPROVED this 6th day of January, 2025.

____

Lauren Simpson, Chairperson

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: ______________________________________

Addendum to Amended and Restated Limited Partnership Agreement

of Marshall Pointe Apartments, LP

THIS ADDENDUM, dated as of _____________, 2025 (the "Addendum"), is attached to and forms part of the Amended and Restated Limited Partnership Agreement of Marshall Pointe Apartments, LP, a Colorado limited partnership ("Partnership") dated as of _____________, 2025 (the "Partnership Agreement"), among Marshall Pointe GP LLC, a Delaware limited liability company (the "General Partner"), NEF Assignment Corporation, as nominee, an Illinois not-for-profit corporation (the "Limited Partner"), Liberty Mutual NEF State LIHTC Fund I LP, an Illinois limited partnership (the "State Limited Partner"), and Arvada Housing Participation LLC, a Colorado limited liability company (the "AHA Special Limited Partner").

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the definitions given them in the Partnership Agreement.

2. Admission to Partnership; Capital Contribution; Legal and Other Expenses; Fees.

(a) The AHA Special Limited Partner is hereby admitted into the Partnership as a limited partner having a .01% ownership interest in the Partnership, including all distributions and allocations of Profits, Losses, and Credits and the AHA Special Limited Partner shall have a .01% interest in the Cash Flow and Net Cash from Sales or Refinancings. The General Partner's interest in the Partnership and distributions and allocations shall be correspondingly reduced to .01%.

(b) The AHA Special Limited Partner has made a Capital Contribution to the Partnership of $100.00. The AHA Special Limited Partner represents that as of the date hereof, its Capital Account does not exceed $100.00. The AHA Special Limited Partner shall have no further obligation whatsoever of any kind or description to make Capital Contributions to the Partnership, to make any loans to the Partnership or to make any other payments to the Partnership of any kind or nature.

(c) The Partnership shall pay the reasonable legal fees, costs and other expenses incurred by the AHA Special Limited Partner in connection with this Addendum and the Partnership Agreement and its admission as the AHA Special Limited Partner and the closing of the transaction described in this Addendum, including costs incurred in connection with the due diligence activities of the AHA Special Limited Partner and other expenses associated with due diligence reviews, meetings with the Partnership and its agents, and other work related to this Addendum in the aggregate amount not to exceed $10,000 (the "Expenses"). The Expenses shall be paid by the Partnership upon execution of this Addendum. In addition to the Expenses, the Partnership shall pay the reasonable legal fees, costs and other expenses incurred by the AHA Special Limited Partner in connection with any future amendment to the Partnership Agreement.

(d) Fees. AHA Special Limited Partner shall be paid certain fees at such times and in exchange for satisfying certain duties as set forth in more detail as follows:

(i) Annual asset management fee in the amount of $13,000, beginning in the year in which the Project is placed in service, which amount shall increase by 3% per year each year thereafter. This annual fee shall be payable out of available Cash Flow in accordance with Section 5.1 of the Partnership Agreement. To the extent Cash Flow is not available to pay this annual fee, it shall accrue until payable in accordance with Section 5.1 and/or Section 5.2 of the Partnership Agreement.

(ii) $500,000 participation fee upon the admission of the AHA Special Limited Partner to the Partnership to (A) compensate the AHA Special Limited Partner for assisting the Project in obtaining and maintaining the tax exemptions described under Section 3(a) hereof, and (B) make a payment in lieu of paying the taxes described under Section 3(a) hereof.

(iii) Following the expiration of the Compliance Period, a project monitoring fee equal to 15% of annual property tax savings payable from available Cash Flow (which is not subject to accrual). Following the expiration of the Compliance Period, the Partnership may elect to either pay this project monitoring fee or renegotiate a lump sum payment for a set period of time.

(iv) A payment in the amount $500,000 shall be paid to the AHA Special Limited Partner if and only if all rent and income restrictions associated with the Project are released in conjunction with the sale or transfer of the Project.

3. Rights and Duties of AHA Special Limited Partner.

(a) Tax Exemption. The AHA Special Limited Partner shall exercise all commercially reasonable efforts to cooperate with the Partnership in the Partnership's application for an exemption from special assessments and real property tax and certain state sales and use taxes provided under Colorado Revised Statutes §29-1-204.5(10), §29-4-226, and §29-4-227, including executing and delivering to the General Partner certificates in the form attached hereto as **Exhibit A**. Any applications for exemption based on the participation of the AHA Special Limited Partner shall be subject to the prior review and reasonable approval of the AHA Special Limited Partner.

(b) AHA Special Limited Partner Right of First Refusal. Following the expiration of the Compliance Period for a period of two years, unless sooner terminated in accordance with terms of Section 8 below, and subject to the rights of the General Partner to purchase the Partnership Interests of the Limited Partner and the State Limited Partner or the Project pursuant to Section 9.6 of the Partnership Agreement, the AHA Special Limited Partner will have a first priority right of refusal (the "ROFR") to purchase the Project in the event the General Partner decides to offer the Project for sale to any party unrelated to the General Partner. The AHA Special Limited Partner will have a ROFR that will allow the AHA Special Limited Partner to match any bona fide third-party formal offer to purchase the Project, in matching terms and price, that the Partnership receives and intends to accept. The ROFR shall be exercisable by the AHA Special Limited Partner for a period of sixty (60) days after receipt by the AHA Special Limited Partner from the Partnership of notice of such offer and copies of a bona fide third-party offer to purchase the Project, along with all related terms, and the AHA Special Limited Partner shall be entitled to exercise the ROFR at a price equal to the price and on such terms set forth in the offer received by the Partnership which the Partnership would be willing to accept. The rights of the AHA Special Limited Partner under the ROFR will be subject and subordinate to (i) the lien of any deed of trust on the property in favor of the construction lenders and any permanent lenders; (ii) the lien of any deed of trust recorded after the date hereof in connection with any financing or refinancing related to the Project; and (iii) the Extended Use Agreement and any bond regulatory agreement recorded against the Project. The General Partner, AHA Special Limited Partner and Limited Partner hereby agree to enter into that certain Right of First Refusal Agreement in substantially the form attached hereto as **Exhibit B** (the "ROFR Agreement"). In the event of any conflict between the terms of this Addendum and the ROFR Agreement, the ROFR Agreement shall govern. Notwithstanding any other provision herein to the contrary, in the event the Project is sold or otherwise transferred and the buyer or transferee desires for the Project to continue to obtain the property tax exemption described in this Addendum, the AHA Special Limited Partner shall act in good faith to enter into an agreement with such buyer or transferee on substantially the same terms described in this Addendum to continue the property tax exemption so long as the Project continues to remain subject to the same affordability restrictions as set forth in the Extended Use Agreement.

4. Liability of AHA Special Limited Partner and Partnership; Indemnification of AHA Special Limited Partner. The AHA Special Limited Partner and all of its officers, directors, commissioners, managers, employees, partners, agents, shareholders, members, trustees, predecessors, and successors (collectively, the "SLP Parties"), shall incur no liability for the AHA Special Limited Partner's acts or omissions in connection with the Partnership or the Project, except that the AHA Special Limited Partner shall be liable for any gross negligence, willful misconduct or violation of law caused by the AHA Special Limited Partner or the SLP Parties. The Partnership and the General Partner shall indemnify and hold harmless each of the SLP Parties against any loss, liability, claim or damage arising from or related to the acts, omissions or conduct of the Partnership or the Project. Without limiting the foregoing, any indemnity obligations under the Partnership Agreement for the benefit of the Limited Partner shall also apply to each of the SLP Parties.

5. Required Consent.

(a) The written consent of the AHA Special Limited Partner shall be required for:

(i) the transfer of either (A) control of the General Partner or (B) a majority of the equity interests in the General Partner, to any party not affiliated with a member of the General Partner, which consent shall not be unreasonably withheld, delayed or conditioned;

(ii) the withdrawal of the General Partner from the Partnership, unless the General Partner is replaced with an affiliate of the General Partner or the Limited Partner, which consent shall not be unreasonably withheld, delayed or conditioned;

(iii) the admission of a successor General Partner following the voluntary withdrawal of the General Partner, unless such successor is an affiliate of the General Partner or the Limited Partner, which consent shall not be unreasonably withheld, delayed or conditioned;

(iv) any material amendment or modification to the Low Income Housing Tax Credit Land Use Restriction Agreement to be recorded against the Project (the "Extended Use Agreement"), which consent shall not be unreasonably withheld, delayed or conditioned; and

(v) any amendment or modification to this Addendum or the Partnership Agreement that would (I) have a material effect on the rights or obligations of the AHA Special Limited Partner under this Addendum or the Partnership Agreement, as reasonably determined by the AHA Special Limited Partner, (II) change the purposes of the Partnership as described in the Partnership Agreement, (III) authorize the Project to be operated other than as an affordable housing project in compliance with Section 42 of the Code, the Extended Use Agreement and the Partnership Agreement, or (IV) change the affordability restrictions for the Project in a manner that would permit units to be leased to tenants who are not low income tenants as required under Extended Use Agreement and the Partnership Agreement.

(b) Notwithstanding any other provision set forth herein, notice of any change in ownership or control of the General Partner which requires the consent of the AHA Special Limited Partner under this Section 5 shall be delivered to the AHA Special Limited Partner. If AHA Special Limited Partner fails to respond to such notice within 10 business days of receipt of such notice from the General Partner, such change in ownership or control of the General Partner shall be deemed approved.

(c) Notwithstanding any other provision set forth herein, if any of the actions described above are taken without the written consent of the AHA Special Limited Partner, the sole remedy of the AHA Special Limited Partner shall be to withdraw from the Partnership as set forth in Section 7(c) hereof upon thirty (30) days prior written notice to the General Partner.

(d) Except for those consent rights of the AHA Special Limited Partner specifically set forth in this Addendum, all other actions, approvals, rights, powers, votes, agreements and consents, including, without limitation, all actions requiring the consent of a partner, as set forth in the Partnership Agreement, as modified by this Addendum, shall be taken solely by the Limited Partner and/or General Partner, as applicable, acting singly and without any participation or approval by or from the AHA Special Limited Partner. The AHA Special Limited Partner shall not have the power or authority to bind the Partnership or to sign any agreement or document in the name of the Partnership. Notwithstanding anything to the contrary set forth in the Partnership Agreement, as amended hereby, and except with respect to the rights of withdrawal in this Addendum, the AHA Special Limited Partner shall not assign, pledge or otherwise transfer its Partnership Interest in the Partnership, in whole or in part, without the prior written consent of the General Partner and the Limited Partner.

6. Closing Documents; Reports and Information.

(a) The General Partner shall provide the AHA Special Limited Partner with a complete set of closing documents, including all documents executed in connection with the admission of the AHA Special Limited Partner (collectively, the "Closing Documents"), within 60 calendar days after the earlier of the execution of this Addendum or when the respective Closing Document is recorded, and shall also provide to AHA Special Limited Partner the Extended Use

Agreement or any other land use restriction agreements within 60 days of such documents being executed by the Partnership (such documents to be included within the term "Closing Documents"). If the General Partner fails to provide the Closing Documents as required by this Section 6(a) within 10 business days after receipt of written notice from the AHA Special Limited Partner, the General Partner shall be subject to a $100.00 per day penalty payable to the AHA Special Limited Partner until such reports and information is provided to the AHA Special Limited Partner. .

(b) The General Partner shall deliver to the AHA Special Limited Partner copies of all reports and other information that the General Partner delivers to the Limited Partner under the Partnership Agreement concurrently with the delivery of such reports and other information to the Limited Partner. Without limiting the foregoing, the General Partner shall provide the AHA Special Limited Partner with annual audited financial statements. If the General Partner fails to provide such reports and other information as required by this Section 6(b) within 5 business days after receipt of written notice from the AHA Special Limited Partner, unless such failure is due to the actions of others outside of the control of the General Partner, the General Partner shall be subject to a $100.00 per day penalty payable to the AHA Special Limited Partner until such reports and information is provided to the AHA Special Limited Partner.

7. Withdrawal Rights.

(a) The parties agree that except as provided elsewhere in this Addendum, the AHA Special Limited Partner shall not be entitled to withdraw as a special limited partner in the Partnership as long as the Project remains subject to and materially complies with the Extended Use Agreement.

(b) Financial Viability Test. Beginning on the first day following the end of the Compliance Period, and every three (3) years thereafter, the Partnership and the AHA Special Limited Partner shall review the economic condition of the Project and the Partnership, and shall work together in good faith to determine whether the tax exemptions are needed to maintain the Financial Viability (as defined below) for an additional three year period (the "Exemption Period"). If the AHA Special Limited Partner, the General Partner and the Limited Partner (only if Limited Partner is a limited partner in the Partnership) determine that continuing the tax exemption is reasonably necessary to maintain the Financial Viability of the Project for such Exemption Period, the AHA Special Limited Partner shall not withdraw from the Partnership during such Exemption Period. If, however, the parties agree that continuing the tax exemption is not reasonably necessary for the Project's Financial Viability, then the AHA Special Limited Partner shall have the right, at its option, to withdraw from the Partnership upon thirty (30) days written notice to the General Partner. "Financial Viability" shall mean that the Project, using the prior annual audited financial statements, but adjusted for the greater of 7% vacancy of market vacancy and a reasonable replacement reserve based on a professional capital needs assessment, to create a projection, is able to achieve a Debt Service Coverage Ratio of 1.25:1.0 after any adjustments for non-cash items (i.e. depreciation and amortization costs), funding any reserves and the payment in full of property taxes using the current assessor's rates and property values.

(c) In addition to the rights of the AHA Special Limited Partner to withdraw from the Partnership as otherwise set forth in this Addendum, the AHA Special Limited Partner shall have the right to withdraw from the Partnership upon thirty (30) days written notice to the General Partner and the Limited Partner, upon any of the following: (i) a material breach by the Partnership or any Partner of any provisions of the Partnership Agreement or this Addendum if such breach is not cured within thirty (30) days following written notice thereof by the AHA Special Limited Partner to the General Partner and the Limited Partner; (ii) a material failure of the Partnership to comply with the requirements of the Extended Use Agreement and such failure is not cured within ninety (90) days following written notice thereof by the AHA Special Limited Partner to the General Partner and the Limited Partner; (iii) a failure of the Partnership to maintain the Project in compliance with applicable laws or the Partnership otherwise breaches applicable laws, which breach materially impedes the ability of the Partnership to operate the Project, and such failure is not cured within thirty (30) days following written notice thereof by the AHA Special Limited Partner to the General Partner and the Limited Partner; (iv) the admission of a new general partner to the Partnership that is not affiliated with the General Partner or the Limited Partner without the consent of the AHA Special Limited Partner, which consent shall not be unreasonably delayed or withheld; or (v) an event of Bankruptcy with respect to the Partnership.

8. Removal Rights.

(a) The General Partner, or an affiliate thereof, shall have the option to purchase the AHA Special Limited Partner's interest in the Partnership for an amount equal to $100, plus any accrued but unpaid amounts otherwise payable to the AHA Special Limited Partner under the Addendum, upon (i) any uncured material violation by the AHA Special Limited Partner of the Partnership Agreement or this Addendum, or (ii) the Project no longer qualifying for projected property tax exemption and/or sales and use tax exemption.

(b) Upon the General Partner's acquisition of the AHA Special Limited Partner's interest in the Partnership pursuant to Section 8(a) above, the ROFR and all other rights of AHA Special Limited Partner under Section 3(b) hereof shall terminate in all respects and shall no longer be in force and effect.

9. [Reserved].

10. Notices. The following is the address of the AHA Special Limited Partner for notice purposes under this Addendum and the Partnership Agreement.

Arvada Housing Authority
8101 Ralston Road
Arvada, CO 80002
Attn: Executive Director
Telephone: 720-898-7475
Email: caespinosa@arvada.org

With a copy to:

Arvada Housing Authority
8101 Ralston Road
Arvada, CO 80002
Attn: City Attorney
Telephone: 720-898-7180
Email: rmorris@arvada.org

11. Conflicts. If any provision of this Addendum conflicts with any provision of the Partnership Agreement or any document (except with respect to the ROFR Agreement as set forth above), the provisions of this Addendum shall be controlling in all respects.

12. Governing Law. This Addendum shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws.

13. Binding Agreement. This Addendum shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

14. Headings. All headings in this Addendum are for convenience of reference only and are not intended to qualify the meaning of any provision of this Addendum.

15. Counterparts. This Addendum may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed as of the date first written above.

GENERAL PARTNER:

Marshall Pointe GP LLC, a Delaware limited liability company

By: ___________________________________

Name: ________________________________

Title: ________________________________

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed as of the date first written above.

LIMITED PARTNER:

NEF Assignment Corporation, as nominee, an Illinois not-for-profit corporation

By: ________________________________

Name: ______________________________

Title: ______________________________

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed as of the date first written above.

AHA SPECIAL LIMITED PARTNER:

ARVADA HOUSING PARTICIPATION, LLC, a Colorado limited liability company

By: Arvada Housing Authority, a Colorado body corporate and politic organized and existing under the Housing Authorities Law of the State of Colorado

By: ______________________________________

Name:____________________________________

Title: _____________________________________

ATTEST:

____
City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _________________________________

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed as of the date first written above.

STATE LIMITED PARTNER:

Liberty Mutual NEF State LIHTC Fund I LP, an Illinois limited partnership

By: ___________________________________

Name: _________________________________

Title: __________________________________

EXHIBIT A TO ADDENDUM

(TAX EXEMPTION CERTIFICATES)

Certification Regarding Property Tax Exemption

THIS CERTIFICATION REGARDING PROPERTY TAX EXEMPTION (the "Certification") is made by the Arvada Housing Authority, a public body corporate and politic organized under the laws of the State of Colorado (the "Housing Authority") as of ________, 2025.

WHEREAS, Marshall Pointe Apartments, LP, a Colorado limited partnership (the "Partnership") was formed for the purpose of acquiring, owning, developing, constructing, leasing, managing, operating, and, if appropriate or desirable, selling a multi-family residential project and related ancillary facilities located in Arvada, Colorado known as Marshall Pointe Apartments (the "Project");

WHEREAS, the Partnership is governed by its Amended and Restated Limited Partnership Agreement dated as of the date hereof, and the Addendum thereto dated as of the date hereof (collectively, the "Partnership Agreement");

WHEREAS, the Housing Authority is the sole member of the AHA Special Limited Partner of the Partnership; and

WHEREAS, the Housing Authority is cooperating with the Partnership in the Partnership's pursuit of exemption from property tax under Colorado Revised Statutes §29-4-227 (the "Property Tax Exemption").

NOW THEREFORE, the Housing Authority hereby certifies as to the following in connection with the Property Tax Exemption for the Partnership:

1. The Housing Authority is the sole member of the AHA Special Limited Partner of the Partnership and owns a 0.01% interest in the Partnership.

2. Based on representations made by the general partner of the Partnership to the Housing Authority, one hundred percent (100%) of the square footage of the residential portion of the Project is intended to be occupied by persons of low-income.

3. The effective date of the Housing Authority's participation in the Partnership is as of the date hereof.

[SIGNATURE PAGE TO FOLLOW]

HOUSING AUTHORITY:

ARVADA HOUSING AUTHORITY, a public body corporate and politic organized under the laws of the State of Colorado

By: ____________________________________

Name: __________________________________

Title: ___________________________________

Certification Regarding Sales and Use Tax Exemption

THIS CERTIFICATION REGARDING SALES AND USE TAX EXEMPTION (the "Certification") is made by Arvada Housing Authority, a public body corporate and politic organized under the laws of the State of Colorado (the "Housing Authority") as of ___________, 2025.

WHEREAS, Marshall Pointe Apartments, LP, a Colorado limited partnership (the "Partnership") was formed for the purpose of acquiring, owning, developing, constructing, leasing, managing, operating, and, if appropriate or desirable, selling a multi-family residential project and related ancillary facilities located in Arvada, Colorado known as Marshall Pointe Apartments (the "Project");

WHEREAS, the Partnership is governed by its Amended and Restated Limited Partnership Agreement dated as of the date hereof, and the Addendum thereto dated as of the date hereof (collectively, the "Partnership Agreement");

WHEREAS, the Housing Authority is the sole member of the AHA Special Limited Partner of the Partnership;

WHEREAS, the Housing Authority is cooperating with the Partnership in the Partnership's pursuit of exemption from sales and use tax under Colorado Revised Statutes §39-26-704(1.5) and §29-4-227 (the "Sales Tax Exemption").

NOW THEREFORE, the Housing Authority hereby certifies as to the following in connection with the Sales Tax Exemption for the Partnership:

1. The Housing Authority is the sole member of the AHA Special Limited Partner of the Partnership and owns a 0.01% interest in the Partnership.

2. Based on representations made by the general partner of the Partnership to the Housing Authority, one hundred percent (100%) of the square footage of the residential portion of the Project is intended to be occupied by persons of low-income.

3. Based on representations made by the general partner of the Partnership to the Housing Authority, the construction start date for the Project is anticipated to be on or about February 1, 2025, although certain construction activity may have already begun at the Project.

4. Based on representations made by the general partner of the Partnership to the Housing Authority, the anticipated construction completion date of the Project is expected to be June 1, 2027.

5. The effective date of the Housing Authority's participation in the Partnership is as of the date hereof.

[SIGNATURE PAGE TO FOLLOW]

HOUSING AUTHORITY:

ARVADA HOUSING AUTHORITY, a public body corporate and politic organized under the laws of the State of Colorado

By: ______________________________________

Name: ____________________________________

Title: ____________________________________

EXHIBIT B TO ADDENDUM

RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement (this "Agreement") is made as of the ____ day of _____, 2025, by and among Marshall Pointe Apartments, LP, a Colorado limited partnership (the "Partnership"), Arvada Housing Partnership, LLC, a Colorado limited liability company (the "Grantee"), Marshall Pointe GP LLC, a Delaware limited liability company (the "General Partner"), and is consented to herein below by NEF Assignment Corporation, an Illinois not-for-profit corporation, as nominee (the "Limited Partner"), and Liberty Mutual NEF State LIHTC Fund I LP, an Illinois limited partnership (the "State Limited Partner," together with the Limited Partner, the "Consenting Limited Partners").

WHEREAS, the General Partner, the Consenting Limited Partners, and Grantee, concurrently with the execution and delivery of this Agreement, are entering into that certain Amended and Restated Limited Partnership Agreement dated as of the date hereof, and that certain Addendum to Amended and Restated Limited Partnership Agreement (collectively, the "Partnership Agreement"), continuing the Partnership by amending and restating a prior partnership agreement for the purposes of acquiring, rehabilitating or constructing, financing, operating, managing, leasing, and otherwise dealing with the real estate described therein, in significant part as low-income rental housing (the "Project"); and

WHEREAS, it is intended that the Partnership will benefit financially by the Project obtaining a property tax exemption and a sales and use tax exemption based on the Grantee's status and involvement as a partner in the Partnership; and

WHEREAS, as a condition precedent to the continuation of the Partnership pursuant to the Partnership Agreement, Grantee has negotiated and required that the Partnership shall execute and deliver this Agreement, and the Consenting Limited Partners have consented to this Agreement in order to induce the Grantee to execute and deliver the Partnership Agreement and to induce the Grantee to cooperate in all reasonable respects to obtain an exemption for the Project from property, sale and use taxes. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Partnership Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Partnership Agreement, cooperation by the Grantee to obtain an exemption for the Project from property, sale and use taxes, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Refusal Right**. In the event that the Partnership receives an enforceable and bona fide written offer from an unrelated third-party to purchase the Project Property (the "Property") at any time during the period beginning on the date of the Post-Compliance Option Period (as defined in the Partnership Agreement) and continuing until the second anniversary thereof, and the General Partner manifests a desire and intent to sell the Property, then the Partnership shall give Grantee notice of its receipt of such offer to purchase the Property (the "Offer Notice") and shall deliver a copy of the offer to each of the Partners. Grantee shall have a

period of sixty (60) days from the date of receipt of the Offer Notice to elect to purchase the Property (its "Refusal Right") by delivering written notice to the Partnership of its election to do so (the "Election Notice") and a copy of the Election Notice to each of the Partners. All costs of the exercise of the Refusal Right, including without limitation any filing or recording fees and applicable transfer taxes, shall be paid by Grantee. If Grantee fails to deliver the Election Notice within sixty (60) days of receipt of the Offer Notice, or if such Election Notice is delivered but Grantee does not consummate the purchase of the Property within sixty (60) days from the date of delivery of the Election Notice, then its Refusal Right shall terminate with respect to such Offer Notice. Thereafter, the Partnership shall be permitted to sell the Property on the terms set forth in the Offer Notice free of the Refusal Right. The closing on the sale of the Property (the "Closing") shall take place in Jefferson County, Colorado at the time and place set forth in Election Notice.

2. **Purchase Price Under Refusal Right**. The purchase price for the Property pursuant to the Refusal Right shall be equal to the greater of:

(a) The sum of: (a) the outstanding principal, accrued interest, any prepayment penalty and any other amounts due under any and all mortgage loan documents and any other debt, secured or unsecured, relating to the Property, whether or not such amounts are due upon sale, and the total amount of all other indebtedness of the Partnership as of the date of closing (collectively, the "Loans"); and (b) an amount sufficient to assure receipt by the Limited Partner from the proceeds of the sale of the Property (when distributed pursuant to liquidation provisions in the Partnership Agreement) of an amount not less than the sum of all federal, state and local taxes, including without limitation, all income taxes due upon sale, incurred or to be incurred by the Limited Partner (or its respective constituent partners or members) as a result of such sale, plus the amount of any theretofore unpaid credit adjustment payments and other unpaid obligations to which the Limited Partner is entitled under the Partnership Agreement (including due to Change in Tax Law), plus the amount of any unpaid obligations owed to the Limited Partner under the Partnership Agreement. In computing such price, it shall be assumed that each of the Partners (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing;

(b) the fair market value of the Property, determined as provided in Section 9.6 of the Partnership Agreement, and

(c) the price in the Offer Notice.

1. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the "minimum purchase price" as defined in Section 42(i)(7)(B) of the Code.

3. **Contract and Closing**. Upon determination of the purchase price, the Partnership and Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing not later than the date specified in Election Notice or thirty (30) days after the purchase price has been determined, whichever is later. In the absence of any such

contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right. The purchase and sale hereunder shall be closed through a deed and money escrow with the title insurer for the Project or another mutually acceptable title company.

4. **Determination of Price**. Upon notice by Grantee of its intent to exercise the Refusal Right, the Partnership and Grantee shall exercise best efforts in good faith to agree on the purchase price for the Property. Any such agreement shall be subject to the prior written consent of the Consenting Limited Partners, which shall not be withheld as to any purchase price determined properly in accordance with this Agreement.

5. **Payment of Purchase Price**. The Purchase Price shall be paid at Closing in one of the following methods:

(a) the payment of all cash or immediately available funds at Closing, or

(b) the assumption of any assumable loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any purchase price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

6. **Conditions Precedent**. Notwithstanding anything in this Agreement to the contrary, the Refusal Right granted hereunder shall be contingent on the following:

(a) **General Partner**. The General Partner shall have remained in good standing as General Partner of the Partnership without the occurrence by the General Partner of any event described in Paragraph [10.6] of the Partnership Agreement;

(b) **No Defaults**. The Grantee nor any affiliate of the Grantee shall be in material default under any agreement with the Partnership, the General Partner or the Limited Partner, or any affiliate of any of the foregoing; and

(c) **Qualified Nonprofit**. The Grantee shall be a housing authority duly organized and in good standing in the State of Colorado.

If any or all of such conditions precedent have not been met, the Refusal Right shall not be exercisable. Upon any of the events terminating the Grantee as a partner of the Partnership under Article 10 of the Partnership Agreement, the Refusal Right shall be void and of no further force and effect.

7. **Termination**. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee, the Partnership and each of the Partners:

(a) the transfer of the Property to a lender in total or partial satisfaction of any loan;

(b) any transfer or attempted transfer of all or any part of the Refusal Right, whether by operation of law or otherwise, except as otherwise permitted herein; or

(c) the removal of the Grantee as a partner of the Partnership pursuant to the terms of the Partnership Agreement; or

(d) the Project ceases to receive the full value of the property tax exemption or the sales and use tax exemption anticipated as of the date hereof.

8. **Transfer**. The Refusal Right shall not be transferred to any Person without the Consent of the Consenting Limited Partners and the General Partner. In the case of any such permitted transfer, (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

9. **Miscellaneous**. This Agreement shall be liberally construed in accordance with the laws of the state in which the Project is located in order to effectuate the purposes of this Agreement. This Agreement may be executed in counterparts or counterpart signature pages, which together shall constitute a single agreement.

10. **Subordination**. The Grantee and the other parties hereto acknowledge and agree that the Refusal Right shall be expressly subject and subordinate to the lien, security interest and other rights securing the Permitted Loans. The Lenders, and their respective successors and assigns, are hereby made an express third-party beneficiary of the foregoing subordination and the Grantee and the other parties hereto acknowledge and agree that this Section 10 shall not be amended, modified or changed without the prior written consent of the Lenders.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the parties have executed this document as of the date first set forth hereinabove.

<table>
<tr>
<td>PARTNERSHIP:

MARSHALL POINTE APARTMENTS, LP,
an Colorado limited partnership

By: Marshall Pointe GP LLC,
a Delaware limited liability company,
its general partner

By:________________________________
Name:
Its:</td>
<td>GENERAL PARTNER:

MARSHALL POINTE GP LLC, a Delaware limited liability company

By: ________________________
Name:
Title:</td>
</tr>
<tr>
<td></td>
<td>GRANTEE:

ARVADA HOUSING PARTNERSHIP, LLC, a Colorado limited liability company

By: ARVADA HOUSING AUTHORITY, a public body corporate and politic organized under the Housing Authorities Laws of the State of Colorado

By: ___________________________
Name: ________________________
Title: _________________________</td>
</tr>
</table>

AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT

OF

MARSHALL POINTE APARTMENTS, LP

_______ __, 2025

GENERAL PARTNER:	Marshall Pointe GP LLC 401 Wilshire Blvd. 11th Floor Santa Monica, CA 90401
SPECIAL LIMITED PARTNER:	Arvada Housing Participation, LLC 8101 Ralston Road Arvada, CO 80002
LIMITED PARTNER:	NEF Assignment Corporation, as nominee 10 South Riverside Plaza Suite 1700 Chicago, Illinois 60606
STATE LIMITED PARTNER:	Liberty Mutual NEF State LIHTC Fund I LP 10 South Riverside Plaza Suite 1700 Chicago, Illinois 60606

Partnership's FEIN: 87-4571300

TABLE OF CONTENTS

Page

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

MARSHALL POINTE APARTMENTS, LP,

a Colorado limited partnership

____________ __, 2025

This Amended and Restated Limited Partnership Agreement (this "Agreement" or "Partnership Agreement") of Marshall Pointe Apartments, LP, a Colorado limited partnership (the "Partnership"), dated and effective as of the date first set forth above, is entered into by and among Marshall Pointe GP LLC, a Delaware limited liability company (the "General Partner"), Arvada Housing Participation LLC, a Colorado limited liability company (the "Special Limited Partner"), Liberty Mutual NEF State LIHTC Fund I LP, an Illinois limited partnership (the "State Limited Partner") and NEF Assignment Corporation, as nominee, an Illinois not-for-profit corporation (the "Limited Partner").

RECITALS

In this Partnership Agreement, terms in initial capital letters that are not defined elsewhere shall have the meanings given to them in Article 1.

The Partnership was formed as a limited partnership under the Act pursuant to the Certificate of Limited Partnership and the Initial Agreement. The purposes of this Partnership Agreement are to (i) provide for the organization and continuation of the Partnership, (ii) provide for the admission of NEF Assignment Corporation, as nominee, as the Limited Partner, Arvada Housing Participation, LLC as the Special Limited Partner and Liberty Mutual NEF State LIHTC Fund I LP as the State Limited Partner, (iii) the withdrawal of LAC TC Partners Holdings II LLC, a Delaware limited liability company, as the original limited partner and (iv) set forth more fully the rights, obligations, and duties of the Partners (as hereinafter defined).

Accordingly, it is agreed that the Initial Agreement is hereby amended and restated in its entirety by this Partnership Agreement.

Article 1: DEFINITIONS

The capitalized words and phrases used in this Partnership Agreement shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of such words and phrases):

"50% Bond Test" means the determination, made in accordance with Section 42(h)(4)(B) of the Code, that fifty percent (50%) or more of the Project's aggregate basis of any Building and the land on which the Building is located is financed by tax-exempt obligations subject to the Project State's volume cap.

"Accountant" means Dauby O'Connor & Zaleski, LLC, RubinBrown LLP, or such certified public accountant as is selected by the General Partner with the prior written approval of the Limited Partner (provided no such approval shall be required to change the Accountant to, Novogradac & Company LLP, Eisner Amper or CohnReznick LLP, but in such event at least 15 days advance notice shall be given) or identified by the Limited Partner pursuant to Section 8.6.3 herein.

"Accountant's Section 163(j)(7)(B) Certification" means that certain Accountant's Certificate Regarding Section 163(j)(7)(B) Election provided by the Accountant to the Limited Partner as one of the Project Closing Checklist items.

"Act" means the Colorado Uniform Limited Partnership Act, as the same may be amended from time to time (or any corresponding provisions of any successor law).

"Actual Solar Tax Credits" means the Solar Tax Credits which the Partnership allocates to the Limited Partner and State Limited Partner (as determined by the Accountant) with respect to any taxable year.

"Actual State LIHTC" means the State LIHTC that the Partnership allocates to the State Limited Partner (as determined by the Accountant) with respect to any taxable year.

"Actual Tax Credits" means the Tax Credits which the Partnership allocates to the Limited Partner and State Limited Partner (as determined by the Accountant) with respect to any taxable year.

"Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the relevant fiscal period after giving effect to the following adjustments: (a) the credit to such Capital Account of any amounts which such Partner is obligated to restore under any provision of this Partnership Agreement or is otherwise treated as being obligated to restore under Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and (b) the debit to such Capital Account of the amounts described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6). The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Administrative Adjustment Request" means an administrative adjustment request under Section 6227 of the Code.

"Affected Partner" means at any point in time, with respect to any Administrative Adjustment Request or proposed Partnership Adjustment, any person who is a then current Partner or a Former Partner.

"Affiliate" means, (a) with respect to any Person (or as to every Partner if no Person is specifically named), (i) such Person or any member of his Immediate Family; (ii) the legal representative, successor, or assign of, or any trustee of a trust for the benefit of, any such Person or member of his Immediate Family; (iii) any entity of which a majority of the voting interests is owned by any one or more of the Persons referred to in the preceding clauses (i) and (ii); (iv) any officer, director, trustee, employee, stockholder (10% or more) or partner of any Person referred to in the preceding clauses (i), (ii), and (iii); and (v) any Person directly or indirectly controlling (10% or more), controlled by or under direct or indirect common control with, any Person referred to in any of the preceding clauses; and (b) with respect to the Limited Partner, any limited liability company or limited partnership in which the managing member or general partner, as applicable, is NEF or an Affiliate of NEF.

"Applicable Federal Rate" means the "applicable federal rate" as defined in Code Section 1274(d).

"Applicable Percentage" means the applicable percentage for the Project determined in accordance with Section 42(b)(1) of the Code.

"Approved Permanent Loan Increase" means an increase to the Permanent Loan by an amount of up to 10% of the Permanent Loan Amount with the consent of the Limited Partner, which consent shall not be unreasonably withheld, if the following conditions have been met: (a) the Asset Manager has underwritten the loan subject to the same or substantially similar underwriting criteria used as of the effective date hereof, using for this purpose the greater of (i) the initial expenses set forth in the Projections and (ii) actual expenses as set forth in the definition of Stabilized Occupancy, and (b) with the approved loan amount the Project will maintain a Debt Service Coverage Ratio on a pro forma basis of at least 1.15 for the entire Compliance Period.

"Architect" means Kephart.

"Architect Agreement" means that certain agreement, dated _________, by and between the Partnership and the Architect in connection with the design of the Project.

"Asset Management Fee" means an annual fee of $50 per Residential Unit, to be increased annually by three percent (3%) which fee shall be paid from Cash Flow pursuant to Section 5.1.1 and from Net Cash from Sales and Refinancing pursuant to Section 5.2.1.

"Asset Manager" means NEF Asset Manager LLC, an Illinois limited liability company, or any replacement or substitute entity selected by the Limited Partner in its sole and absolute discretion and identified in writing to the General Partner.

"Assignee" means a Person to whom all or any part of a Limited Partner's Partnership Interest has been transferred in a manner permitted under or contemplated by this Partnership Agreement, but who has not been admitted to the Partnership as a Substituted Limited Partner with respect to the transferred Partnership Interest.

"Average Income Test" has the meaning set forth in Section 6.3.73.

“Bonds” means the Colorado Housing and Finance Authority Multi-Family/Project Class I Bonds, 2025 Series A-1 and Multi-Family/Project Class I Bonds, 2025 Series A-2 (Marshall Pointe Apartments Project).

“Bonus Depreciation” means the accelerated depreciation available to the Partnership under Code Section 163(k) for certain personal property and land improvements for the year such property has been placed in service.

“Building” means each building in the Project that is assigned a separate building identification number (BIN) in the documents evidencing the allocation of Tax Credits for the Project.

“Capital Account” means, with respect to any Partner, the capital account maintained for such Partner pursuant to Section 3.6.

“Capital Contribution” means, with respect to any Partner, the total amount of cash or any cash equivalents contributed and/or agreed to be contributed to the Partnership, including all adjustments thereto, as provided in this Partnership Agreement. Except for obligations incurred in connection with Sections 6.4.6(i)-(ii), and any loans made in accordance with Section 3.7 hereof, any additional advances actually made by the General Partner shall be treated as a Capital Contribution of such General Partner for purposes of this Partnership Agreement. Any reference in this Partnership Agreement to the Capital Contribution of a substituted Partner shall include all Capital Contributions previously made by any predecessor or former Partner in respect of the Partnership Interest acquired by the substituted Partner, subject to all adjustments thereto pursuant this Partnership Agreement.

“Cash Flow” means, (A) with respect to any Mid-Year Period, the Gross Cash Receipts for such Mid-Year Period, reduced by the sum of the following: (a) Required Debt Service Payments for 7.5 months (which includes debt service payments actually made during the Mid-Year Period); (b) all cash expenditures incurred incident to the Operating Expenses of the Partnership for that Mid-Year Period plus budgeted Operating Expenses for one and one-half additional months; (c) such cash as is necessary to (i) pay all accrued, outstanding trade payables, and (ii) establish any additional reserves as the Partners shall from time to time agree to establish; (B) with respect to any Fiscal Year of the Partnership, the Gross Cash Receipts for such year, reduced by the sum of the following: (a) Required Debt Service Payments; (b) all cash expenditures incurred incident to the Operating Expenses of the Partnership for that Fiscal Year; and (c) such cash as is necessary to (i) pay all accrued, outstanding trade payables, and (ii) establish any additional reserves as the Partners shall from time to time agree to establish. Notwithstanding the foregoing, no Cash Flow shall be distributed for a Mid-Year Period unless the actual rental income from the Project equal or exceeds the projected rental income for the Project for such period, and if there is negative Cash Flow at the end of any Fiscal Year as a result of distributions related to the Mid-Year Period for such year, the General Partner shall be obligated to return funds to the Partnership so that Cash Flow for such Fiscal Year is $0.

“Cash Flow Debt Service Payments” means all principal, interest and other charges and fees that are principal and interest payments which are payable in connection with any Permitted Loan, and the payment or amount of which are contingent on available Cash Flow of the

Partnership, including, but not limited to, payment with respect to (a) loans payable solely from Cash Flow, including the Subordinate Cash Flow Loans, (b) loans to the Partnership from the General Partner (including loans made pursuant to Section 3.7 or Sections 6.4.6(i) or 6.4.6(ii) hereof), and (c) loans to the Partnership from the Limited Partner.

"Certificate of Limited Partnership" means the Partnership's certificate of formation prepared in accordance with the Act, and filed with the Filing Office on January 18, 2022.

"Certificate of Occupancy" means a temporary or final certificate of occupancy or any other permit, certificate, or other evidence issued by the local authority responsible for assuring compliance with building and zoning matters necessary prior to occupancy of the buildings in the Project or to demonstrate completion of renovation. If no such local certificate or permit is available, a third party certificate (from an architect or other qualified professional) stating that the Project complies with both the Plans and Specifications and local building and zoning requirements may be submitted to fulfill any requirement hereunder for a certificate of occupancy.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986), 42 U.S.C. 9601 et seq.

"Change in Tax Law" means a change occurring after the date of this Partnership Agreement to the Code or the Regulations that, in the opinion of Limited Partner's tax counsel, prevents the Limited Partner from receiving any or all of the Projected Tax Credits.

"Code" means the Internal Revenue Code of 1986, as the same may be amended from time to time (or any corresponding provisions of any successor law).

"Compliance Period" means, with respect to any Building in the Project Property, the fifteen (15) taxable years beginning with the first taxable year of the Credit Period with respect thereto, as defined in Section 42(i)(1) of the Code.

"Construction Completion" means the date upon which the Partnership has completed the construction of the Project in accordance with the Project Documents and the Loan Documents, as evidenced by both (a) a certificate prepared and executed by the Architect indicating that construction of the Partnership Property has been completed substantially in accordance with the Plans and Specifications (except for punch list items or any landscaping work which are not material and do not affect the rental of the space in the Project on a full rent paying basis, provided that the Partnership has delivered sufficient funds or cash equivalents in escrow, or has retained sufficient funds pursuant to the Construction Contract, to provide for the completion of such punch list items) and (b) a Certificate of Occupancy for all Residential Units.

"Construction Completion Date" means the date on which Construction Completion is achieved, which in any event shall not exceed the date required by any Lender or State Agency.

"Construction Contract" means that certain agreement, dated November 5, 2024, by and between the Partnership and the Contractor in connection with the construction of the Project.

"Construction Loan" means the Tax-Exempt Loan and Taxable Loan.

"Construction Loan Documents" means any and all of the documents evidencing, securing, or related to the Construction Loan, including but not limited to the commitment letter, loan agreement, note, and mortgage.

"Contractor" means Brinkman Construction.

"Cost Certification" means the following documents which must be delivered to the Limited Partner and State Limited Partner after Placement in Service of the Project (a) a letter or certification from the Accountants in the form satisfactory to the State Housing Finance Agency and the Limited Partner certifying, among other things, that the Accountants have examined the books and records and that the Project costs specified in the letter or certification will be included in Tax Credit basis, (b) a letter from the Accountants to the Limited Partner that the Accountants will sign a tax return including the Project costs specified in the letter in Tax Credit basis, and (c) a certification by the General Partner that the Accountants' letter accurately reflects actual Project costs.

"Covenants" means the covenants set forth in Sections: 6.3.1(ii), 6.3.2, 6.3.3, 6.3.4, 6.3.5, 6.3.6(ii)(b), 6.3.6(iii), 6.3.6(iv), 6.3.6(v), 6.3.6(vii), 6.3.8, 6.3.9, 6.3.10, 6.3.11, 6.3.14, 6.3.15(i), 6.3.16, 6.3.17, 6.3.18(ii), 6.3.19, 6.3.20, 6.3.21, 6.3.22, 6.3.23, 6.3.30, 6.3.31, 6.3.32, 6.3.33, 6.3.35, 6.3.36, 6.3.37, 6.3.38, 6.3.39, 6.3.40, 6.3.41, 6.3.42, 6.3.44, 6.3.45, 6.3.46, 6.3.47, 6.3.48, 6.3.49, 6.3.50, 6.3.52, 6.3.53, 6.3.54, 6.3.55, 6.3.56, 6.3.57, 6.3.58, 6.3.61, 6.3.63, 6.3.64, 6.3.65, 6.3.66, 6.3.67, 6.3.69, 6.3.70, 6.3.71 and 6.3.72.

"Credit Period" means, with respect to any Building in the Project the period of ten (10) taxable years beginning with (a) the taxable year in which the Building is placed in service or (b) at the election of the taxpayer, the next succeeding taxable year, but only if the Building is a qualified low-income building (as defined in the Code) as of the close of the first year of such period. Special rules apply to the determination of the Credit Period for multiple building Projects and the first year of the Credit Period pursuant to Code Section 42.

"Credit Reduction Payment" shall have the meaning attributed thereto in Section 6.9.3 of this Partnership Agreement.

"Credit Shortfall" shall have the meaning attributed thereto in Section 6.9.3 of this Partnership Agreement.

"CTA" means, collectively, the Corporate Transparency Act (31 U.S.C. Section 5333, et seq.), regulations issued by the United States Department of the Treasury thereunder (31 C.F.R. Part 1010), and any other state or federal law relating to beneficial ownership disclosure.

"Debt Service Coverage Ratio" shall be defined as the Gross Cash Receipts for a specified period (excluding for this purpose the amount of any income from tenant-based (not project-based) rent subsidy vouchers for Tax Credit Units to the extent that the income from any such unit exceeds the maximum applicable Tax Credit rent) reduced by all Operating Expenses, divided by Required Debt Service Payments. The Operational Costs of the Partnership shall be used in place of Operating Expenses to calculate Debt Service Coverage Ratio only for purposes of defining the Right-Sized Permanent Loan Amount and Stabilized Occupancy.

"Deferred Development Fee" means the Development Fees, [including any interest imposed pursuant to Section 3.2.6(iii) herein], that are to be paid out of Cash Flow from the Project or the proceeds of sales and refinancings and not from the Capital Contribution of the Limited Partner or the Project financing. [If applicable, the amount of the Deferred Development Fee shall include any accrued interest calculated in accordance with Section 3.2.6(iii).]

"Designated Individual" shall have the meaning assigned to such term in Section 6.12.1 hereof.

"Developer" means Marshall Pointe Developer LLC, a Delaware limited liability company.

"Development Fee Agreement" means the Development Fee Agreement attached as **Exhibit C** entered into or to be entered into by the Partnership and the Developer pursuant to which the Developer shall have primary responsibility for the development of the Project Property.

"Development Completion Guaranty" means all of the obligations of the General Partner as described in Section 6.4.6(i) of this Partnership Agreement.

"Development Fee" and "Developer Fee" mean the fee in the amount of Thirteen Million Sixty Six Thousand Three Hundred Fifty Fourteen and No/100 Dollars ($13,066,314.00) described in the Development Agreement payable at the times and upon the conditions set forth in the Development Agreement.

"Disposition Fee" means the fee described in Section 6.5.5.

"Eligible Basis" means, generally, the adjusted basis of a Building for depreciation purposes determined as of the close of the first taxable year of the Credit Period, subject to certain exclusions as set forth in the Code.

"Environmental Certification" means delivery to the Limited Partner and State Limited Partner, upon completion of rehabilitation or construction, of a certification by the General Partner that the Project has been completed in accordance with the recommendations, if any, contained in the (i) [Phase I Environmental Site Assessment, __________ prepared by __________].

"Environmental Law" means (a) CERCLA, (b) the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., (c) the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (d) the Hazardous Materials Transportation Act, as amended, 39, U.S.C. 1801 et seq., (e) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., (f) the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., (g) the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq., (h) the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821 et seq.; (i) the Occupational Safety and Health Act of 1970, 29 U.S.C. 651 et seq.; (j) any other similar state or local law, or (k) any regulation adopted or publication promulgated pursuant to any such laws.

"Extended Use Agreement" means the extended low-income housing commitment entered into, or to be entered into, between the Partnership and the State Housing Finance Agency pursuant to Section 42(h)(6) of the Code.

"FEIN" means Federal Employer Identification Number.

"Filing Office" means the Secretary of State of the Project State.

"Final Partnership Adjustment" means a notice from the IRS of a final partnership adjustment under Section 6231 of the Code.

"First Installment" has the meaning set forth in Section 3.2.1 of this Partnership Agreement.

"First Year Tenant Files" means such information or documents that evidence the tenant's qualification to occupy the Tax Credit Unit, including, but not limited to, tenant applications, executed tenant lease agreements, tenant income and asset certifications and verifications, student status verification, and rent rolls obtained by the Property Management Agent with respect to those tenants who occupy the Tax Credit Units during the period beginning with the date that the Project achieves Placement in Service and ending with the date that the Project achieves Qualified Occupancy.

"Fiscal Year" means the calendar year unless otherwise specified in writing by the Limited Partner.

"Foreign Drywall" means drywall, plasterboard, gypsum board or sheetrock manufactured in or imported from China.

"Form 8609" means the IRS Form 8609 (Low-Income Housing Tax Credit Allocation Certification) issued by the State Agency for each residential Building in the Project which finally allocates Tax Credits to such residential Building as evidenced by the execution of Part II of the form by the State Housing Finance Agency.

"Former Partner" means any Person who was a Reviewed Year Partner but is not a Partner in the year of an Administrative Adjustment Request or proposed Partnership Adjustment.

"Fourth Installment" has the meaning set forth in Section 3.2.4 of this Partnership Agreement.

"GAAP" means generally accepted accounting principles established by the Financial Accounting Standards Board or the American Institute of Certified Public Accountants in effect in the United States, as amended from time to time.

"General Partner" means Marshall Pointe GP LLC, a Delaware limited liability company, or any other Person who becomes a successor general partner pursuant to Section 10.1, Section 10.2 or Section 10.3. If there is more than one General Partner, they are referred to herein singularly and collectively as the General Partner, as the context may require or suggest.

"General Partner Asset Management Fee" means an annual, cumulative fee of $50 per Residential Unit, to be increased annually by three percent (3%) which fee shall be paid from Cash Flow pursuant to Section 5.1.1 and from Net Cash from Sales and Refinancing pursuant to Section 5.2.1.

"Gross Cash Receipts" means all cash received from the operations of the Partnership, including all government subsidies due and payable at such time but not yet received by the Partnership, but excluding Capital Contributions, loan proceeds, prepayment of rent, security deposits, insurance proceeds (other than business interruption insurance), condemnation awards, proceeds from Net Cash from Sales and Refinancings, and any other funds not generated from current Project operations.

"Guarantor(s)" means (a) during the Initial Guaranty Period, Lincoln Avenue Capital LLC, a Delaware limited liability company, Lincoln Avenue Capital Management, LLC, a Delaware limited liability company, and LAC Guarantor Holdings LLC, a Delaware limited liability company; and (b) after the Initial Guaranty Period, LAC Guarantor Holdings LLC, all as further set forth in the Guaranty Agreement.

"Guaranty Agreement" means the Guaranty Agreement attached as **Exhibit D** between the Partnership and the Guarantor(s) dated as of the date hereof whereby the Guarantors guaranty certain obligations of the General Partner and Special Limited Partner under the Partnership Agreement.

"Hazardous Substance" means any substance defined in any Environmental Law as a hazardous substance, including, but not limited to, any hazardous material, hazardous waste, toxic substance or toxic waste lead-based paint, asbestos, methane gas, urea formaldehyde insulation, oil, toxic substances, petroleum, benzene, toluene, ethylbenzene or xylene (BTEX), methyl tertiary butyl ether (MTBE) underground storage tanks, polychlorinated biphenyls (PCBs), radon, or any other pollutant that may have a material adverse effect on the Project.

"HUD" means the United States Department of Housing and Urban Development.

"Immediate Family" means, with respect to any Person, his or her spouse, children, including adopted children, step-children, parents, parents-in-law, nephews, nieces, brothers, sisters, brothers-in-law and sisters-in-law, each whether by birth, marriage or adoption, as well as any inter vivos trusts created for the benefit of such Person or any of the foregoing.

"Imputed Underpayment" shall have the meaning assigned to such term in Section 6225 of the Code.

"Incentive Partnership Management Fee" means the portion of Cash Flow that is paid to the General Partner pursuant to Section 5.1.1 and Section 6.5.5 as an additional fee for managing the affairs of the Partnership.

"Initial Agreement" means the Partnership's original Limited Partnership Agreement entered into as of __________, by and among LAC TC Partners Holdings II LLC ("Withdrawing Limited Partner") and General Partner.

"Initial Guaranty Period" means from the date hereof through the later of (i) the end of the Operating Deficit Guaranty Period and (ii) the date LAC Guarantor Holdings LLC meets the net worth and liquidity requirements of Section 6.3.66 hereof.

"Involuntary Event" means, with respect to any Partner any one of the following events: (a) the making of an assignment for the benefit of creditors by the Partner; (b) the filing of a voluntary petition in bankruptcy by the Partner; (c) the adjudication of the Partner as a bankrupt or insolvent; (d) the filing of a petition or answer by the Partner seeking for itself a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or rule; (e) the seeking, consenting to or acquiescence of the Partner in the appointment of a trustee, receiver, or liquidator of the Partner or of all or any substantial part of the Partner's properties; (f) the death of any Partner who is a natural person; or (g) the termination of the legal existence of any Partner who is other than a natural person.

"Involuntary Transfer" means any transfer of any Partner's Partnership Interest effected by operation of law as a result of the occurrence of an Involuntary Event.

"IRS" means the Internal Revenue Service.

"Issuer" means the Colorado Housing and Finance Authority.

["Issuer Commitment" means the [________] dated as of _________, 2024, between the Partnership and Issuer.]

"Lender" or "Lenders" means the Issuer, Taxable Lender, Subordinate Cash Flow Lender and/or Permanent Lender, as the context requires.

"Limited Partner" means NEF Assignment Corporation, as nominee, an Illinois not-for-profit corporation, or any Person who becomes a Substituted Limited Partner pursuant to Section 9.1, Section 9.2, Section 9.3 or Section 9.6. If there is more than one Limited Partner, they are referred to herein singularly and collectively as the Limited Partner, as the context may require or suggest. The term "Limited Partner" does not include the State Limited Partner or the Special Limited Partner.

"Liquidation Manager" means any Person selected by the Limited Partner.

"Loan Documents" means (a) the Construction Loan Documents, (b) the Permanent Loan Documents; (c) the Subordinate Cash Flow Loan Documents; (d) the Regulatory Agreement; (e) any rent assistance agreement and any grant or subsidy agreement from a unit of local, state or federal government; and (f) any and all other documents executed by the Partnership evidencing, securing or related to such Loan Documents.

"Market Rate Units" means Project units that are not subject to the Tax Credit income limitations under Section 42 of the Code.

"Mid-Year Period" means the first six months of the Fiscal Year of the Partnership.

"Mini Audit" means the audit procedures performed by the Limited Partner's accountants, in accordance with Section 8.4.2(iv), of the Partnership's financial books and records for the Fiscal Year in which the Project achieves Placement in Service, which procedures shall include, without limitation, review and analysis of Partnership trial balances, general ledger, bank statements, loan statements and documents, accounts payable and other payable schedules, Project cost certifications, rent rolls, depreciation/amortization schedules and material expenses.

"NEF" means National Equity Fund, Inc., an Illinois not-for-profit corporation.

"Net Cash from Sales and Refinancings" means, with respect to any Fiscal Year of the Partnership, the cash proceeds from Partnership sales or refinancings reduced by (a) all reasonable costs and expenses incurred by the Partnership in connection with such sale (not including the Disposition Fee, if any) or refinancing, (b) all required principal and interest payments and other required sums paid on or with respect to any indebtedness of the Partnership (if required to be repaid at such time), other than amounts treated as loans pursuant to the Partnership Agreement from the General Partner, the Developer, the Guarantor, State Limited Partner or the Limited Partner, (c) any amounts reasonably required to be set aside in reserves for the Project (which shall include funding the Operating Reserve up to the Operating Reserve Target Amount if applicable), and (d) application of the refinancing proceeds for the use for which they were obtained. Net Cash from Sales and Refinancing shall include all principal and interest payments with respect to any note or other obligation received by the Partnership in connection with the sale or other disposition of Project Property.

"Non-Deferred Developer Fee Equity" has the meaning set forth in Section 3.2.

"Nonrecourse Deduction" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations. The amount of Nonrecourse Deductions for any Fiscal Year of the Partnership equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that Fiscal Year reduced (but not below zero) by the aggregate amount of any distributions during that Fiscal Year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined in accordance with Section 1.704-2(c) of the Regulations.

"Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

"Operating Deficit" means the amount by which the collected revenues of the Partnership from rental payments made by tenants of the Project (including governmental subsidies received during such period) and all other revenues of the Partnership (excluding Capital Contributions, proceeds of any loans to the Partnership, investment earnings on funds on deposit in the reserve fund for replacements and other such reserve or escrow funds or accounts, prepayment of rent, security deposits, rental interruption insurance proceeds, and any other funds not generated from current Project operations) for a particular period of time is exceeded by the sum of (i) all Operating Expenses and (ii) all Required Debt Service Payments during the same period of time. In computing the Operating Deficit, all cash expenditures or amounts budgeted to be spent for capital improvements (excluding payments for construction of the Project) during the period described above shall also be taken into account, unless such amounts are funded from Project reserves. Operating Deficits shall be measured on a monthly basis and funded as necessary during the Operating Deficit Guaranty Period.

"Operating Deficit Guaranty" means all of the obligations of the General Partner as described in Section 6.4.6(ii) of this Partnership Agreement.

“Operating Deficit Guaranty Amount” means Three Million Four Hundred Sixty Eight Thousand Six Hundred Twenty Seven and No/100 Dollars ($3,468,627.00).

“Operating Deficit Guaranty Period” means the period beginning with the date on which the Project achieves Stabilized Occupancy and ending on the date on which the Partnership has achieved a Debt Service Coverage Ratio of 1.15 or better, measured on an annualized basis, for a period of two consecutive years commencing on or after the third anniversary of achievement of Stabilized Occupancy, provided that if the Operating Reserve is not funded on the last day of such period in an amount greater than or equal to the Operating Reserve Target Amount, then the Operating Deficit Guaranty Period shall be extended until such time as the Operating Reserve Account is funded in an amount that is greater than or equal to the Operating Reserve Target Amount. Any amount funded by the General Partner into the Operating Reserve pursuant to the Development Completion Guaranty under Section 6.4.6(i)(b) will not be included in determining whether the Operating Reserve Target Amount has been funded as required by the preceding sentence.

“Operating Expenses” means all expenses incurred incident to the operation of the Project and the Partnership including, without limitation, administrative expenses of the Partnership, Project maintenance costs, insurance premiums, amounts required to fund deductibles, claims and related expenses to the extent not funded from insurance proceeds, fees to lenders and/or any applicable mortgage insurance premium payments, utilities, Property Management Agent Fee, taxes, assessments, required deposits into the Replacement Reserve and other reserves or escrow accounts, including any arrearages that must be funded, capital expenditures not paid from any reserves, equity or development financing proceeds, and all other Partnership obligations or expenditures that become due and payable, excluding Required Debt Service Payments, Cash Flow Debt Service Payments, fees and other expenses and obligations of the Partnership to be paid from Capital Contributions and capital expenditures paid from reserves, equity or development financing proceeds.

“Operating Reserve” means the amount required by the Partnership Agreement or the Loan Documents to be reserved by the Partnership to fund Operating Deficits arising with respect to the Project, which reserve shall be funded as described in Section 6.4.7(i).

“Operating Reserve Account” means a segregated Partnership bank account established by the General Partner to hold the Operating Reserve, as described in Section 6.4.7(i).

“Operating Reserve Target Amount” means One Million One Hundred Sixty Three Thousand Seven Hundred Sixteen and No/100 Dollars ($1,163,716.00) and maintained as described in Section 6.4.7(i).

“Operational Costs of the Partnership” means Seasonally Adjusted Operating Expenses, but excluding the Deferred Development Fee, the General Partner Asset Management Fee, the Incentive Partnership Management Fee, the SLP Asset Management Fee and the Asset Management Fee to the extent such fees are payable solely out of Cash Flow. The Operational Costs of the Partnership identified by the General Partner shall be evidenced by a certification of the General Partner confirming such matters and stating that all trade payables have been satisfied or will be satisfied by cash held by the Partnership on the date of such certification. The

Operational Costs of the Partnership for any period shall be the greater of (a) the Project's actual Seasonally Adjusted Operating Expenses for such period, or (b) the anticipated operational costs of the Project for such period determined on an accrual basis in accordance with the operating expenses of the Project for the applicable period shown in the Projections, provided that the Project property tax and insurance expense used to calculate the Operational Costs of the Partnership shall be based solely upon the actual property tax (if the assessed value reflects construction completion and taking into account any tax abatement) and insurance expense incurred by the Partnership for the subject period.

"Opt-Out Election" means action by the Partnership Representative that causes the Partnership to elect out of the Revised Partnership Audit Procedures, if such election is available to the Partnership under Section 6221(b) of the Code and Regulations or other guidance issued by the IRS.

"Owner's Title Insurance Policy" means the fully executed, ALTA Owner's Policy of Title Insurance in final form (which includes the customary "jacket" of preprinted terms and conditions), dated on or about the date hereof, which shall be consistent with the "marked-up" commitment or proforma approved by the Limited Partner on or prior to the date hereof.

"Owner's Title Report" means a title search report issued by the same title company that issued the Owner's Title Insurance Policy that sets forth, among other things, the ownership of the Project Property, any liens of record, and any encumbrances affecting the Project Property as of a specified date after Construction Completion approved by the Limited Partner.

"Partner" or "Partners" mean the General Partner, Special Limited Partner, State Limited Partner and Limited Partner, either individually or collectively.

"Partner Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with 1.704-2(i) of the Regulations.

"Partner Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

"Partner Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(i)(2) of the Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership Fiscal Year equals the net increase during that Fiscal Year in Partner Nonrecourse Debt reduced (but not below zero) by the proceeds of the Partner Nonrecourse Debt distributed during that Fiscal Year to the Partner bearing the economic risk of loss for the Partner Nonrecourse Debt that are both attributable to the Partner Nonrecourse Debt and allocable to an increase in Partner Minimum Gain, as determined in accordance with Section 1.704-2(i)(2) of the Regulations.

"Partnership" means Marshall Pointe Apartments, LP, a Colorado limited partnership.

“Partnership Adjustment” means any adjustment to any item of income, gain, loss, deduction, or credit of the Partnership, or any Partner’s distributive share thereof, in either case as described in any applicable Regulations or other guidance prescribed by the IRS.

“Partnership Agreement” means this Amended and Restated Limited Partnership Agreement of the Partnership, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder” refer to this Partnership Agreement as a whole, unless the context otherwise requires.

“Partnership Interest” means, as to any Partner, such Partner’s right, title, and interest in and to any and all assets, distributions, losses, profits, and shares of the Partnership, whether cash or otherwise, and any other interests and economic incidents of ownership whatsoever of such Partner in the Partnership under this Partnership Agreement and the Act.

“Partnership Minimum Gain” has the meaning set forth in Section 1.704-2(d) of the Regulations.

“Partnership Property” means all real and personal property acquired by the Partnership and any improvements thereto, and shall include both tangible and intangible property.

“Partnership Representative” shall have the meaning assigned to such term in Section 6.12.1 hereof.

“Permanent Credit Increase” has the meaning set forth in Section 6.9.4 hereto.

“Permanent Credit Reduction” has the meaning set forth in Section 6.9.1 hereto.

“Permanent Credit Reduction Adjustment” has the meaning set forth in Section 6.9.1 hereto.

“Permanent Lender” means the Issuer and the Arvada Housing Authority.

“Permanent Loan” means, collectively, (i) that portion of the Tax-Exempt Loan which remains outstanding upon the conversion to the permanent phase in the principal amount not to exceed $53,020,000, unless there is an Approved Permanent Loan Increase, (the “Tax-Exempt Permanent Loan”) and (ii) the loan from the Arvada Housing Authority in the principal amount not to exceed $850,000, which loans are evidenced by the Permanent Loan Documents.

“Permanent Loan Documents” means any and all of the documents evidencing, securing or relating to the Permanent Loan, including but not limited to the commitment letter, loan agreement, note and mortgage.

“Permitted Loan” means, collectively, (a) the Permanent Loan; (b) the Construction Loan; (c) the Subordinate Cash Flow Loan; and (d) loans to the Partnership from the General Partner and/or the Limited Partner in accordance with this Partnership Agreement.

“Person” means an individual or entity, such as, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, cooperative or association and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

"Placement in Service" means occurrence of all of the following: (a) substantial completion of rehabilitation or construction, (b) issuance of Certificate(s) of Occupancy (to the extent provided by the applicable jurisdiction) for all Residential Units in the Project (it being agreed that temporary certificates of occupancy shall be acceptable if (i) such certificates permit occupancy of all of the Residential Units and any community building that is a part of the Project, (ii) the work remaining to be done is of a nature that would not impair the permanent occupancy of any of the Residential Units and/or any community building on a full paying basis, (iii) the conditions set forth for obtaining permanent certificates of occupancy for all Residential Units and any community building are readily achievable as determined by the Limited Partner in its reasonable discretion, and (iv) the Partnership has made adequate provision, to the reasonable satisfaction of the Limited Partner, for the payment and completion of any work that remains to be performed), and (c) placement in service as defined for purposes of determining qualified basis and Tax Credits under federal tax law.

"Plans and Specifications" mean the plans and specifications listed in an exhibit and made a part of the Construction Contract, as supplemented by any change orders approved in writing by the Limited Partner pursuant to Section 6.2 for the Project to the extent approval is required.

"Post-Closing Document Delivery Agreement" means that certain agreement by and between the General Partner, Special Limited Partner, State Limited Partner and the Limited Partner, dated as of the date hereof, with respect to certain documents that are required to be delivered by the General Partner to the Limited Partner within a specified period of time after closing.

"Prime Rate" means the interest rate announced from time to time by the Warehouse Lender, or its successor, or, if there is no Warehouse Lender, by JPMorgan Chase Bank, N.A., Chicago, Illinois, as its prime lending rate, expressed as a percent per annum. The "Prime Rate" shall be determined on a daily basis.

"Profits" and "Losses" mean, for each Fiscal Year of the Partnership, an amount equal to the Partnership's taxable income or loss for such period from all sources, except as provided for in Section 4.2.13, determined in accordance with Section 703(a) of the Code, adjusted in the following manner: (a) the income of the Partnership that is exempt from federal income tax shall be added to such taxable income or loss; (b) any expenditures of the Partnership which are not deductible in computing its taxable income and not properly chargeable to capital account under either Section 705(a)(2)(B) of the Code or the Regulations promulgated under Section 704(b) of the Code shall be subtracted from such taxable income or loss; (c) in the event any Partnership Property is revalued in accordance with Section 1.704-1(b)(2)(iv)(f) of the Regulations, then the amount of any adjustment to the value of such Partnership Property shall be taken into account as gain or loss from the disposition of such Partnership Property for purposes of computing Profits or Losses; (d) gain or loss resulting from any disposition of Partnership Property which has been revalued pursuant to Section 1.704-1(b)(2)(iv)(f) of the Regulations and with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the adjusted value of such Partnership Property, notwithstanding that the adjusted tax basis of such Partnership

Property differs from the adjusted value; (e) any depreciation, amortization or other cost recovery deductions taken into account in computing such taxable income or loss shall be recomputed based upon the adjusted value of any Partnership Property which has been revalued in accordance with Section 1.704-1(b)(2)(iv)(f) of the Regulations; and (f) any items of income, gain, loss, deduction or credit which are specially allocated pursuant to Section 4.2.1 and Sections 4.2.4 through 4.2.15 shall not be taken into account in computing Profits or Losses.

"Project Closing Checklist" means the Limited Partner's most recent checklist of items that must be submitted to the Limited Partner and approved by the Limited Partner before it will enter the Partnership.

"Project Documents" means any or all of the agreements or contracts related to the construction of the Project, including Plans and Specifications, Loan Documents, Construction Contract, Architect Agreement, Property Management Agreement, other fee agreements, and any other document or instrument executed in connection with the development and operation of the Project.

"Project Equity" has the meaning set forth in Section 3.2.

"Project Property" or "Project" means the family affordable housing rental project to be known as Marshall Pointe Apartments, which project will be located on approximately ___ acres located at _______ in ______ County, Colorado and will be comprised of two hundred sixty (260) Residential Units, and all furnishings, equipment and personal property used in connection with the operation thereof. It is expected that all Residential Units will be rented to low- and very low-income households, and no Residential Units will be a Market Rate Unit.

"Project State" means Colorado.

"Projected First Tax Credit Year" means 2027.

"Projected Second Tax Credit Year" means 2028.

"Projected Solar Tax Credits" means the product of (i) 99.99%, multiplied by (ii) the Solar Tax Credits expected to be allocable to the Project. The Solar Tax Credits expected to be allocable to the Project for purposes of making the calculation set forth in the preceding sentence is $298,470 for the year 2026 as shown in the Projections.

"Projected Stabilized Occupancy Date" means January 1, 2028.

"Projected Tax Credits" means the Tax Credits projected to be allocated to the Limited Partner and State Limited Partner, which is the product of (i) 99.99%, multiplied by (ii) the Tax Credits expected to be allocable to the Project. The Tax Credits expected to be allocable to the Project during each year of the Credit Period for purposes of making the calculation set forth in the preceding sentence are $5,723,453 for 2027, $5,814,774 for each year 2028 through 2036, $91,322 for 2037, as shown in the Projections attached hereto.

"Projections" means the projections attached hereto as Appendix I, as they may be amended pursuant to this Partnership Agreement.

“Property Management Agent” means initially Seldin, LLC, or such other Property Management Agent as is selected by the General Partner from time to time or identified by the Limited Partner pursuant to Section 6.4.9 with the prior written consent of the Asset Manager.

“Property Management Agent Fee” means a fee of up to [2.75%] of the gross collected rents from the Project payable to the Property Management Agent, as described in the Property Management Agreement.

“Property Management Agreement” means the [Management Agreement] and that certain Addendum to Property Management Agreement, entered into or to be entered into by the Partnership and the Property Management Agent pursuant to which the Property Management Agent shall have primary responsibility for overseeing the management of the Project Property, as described in Section 6.4.9.

“Property Tax Exemption” means the real property tax exemption pursuant to ____________.

“Push-Out Election” means an election by the Partnership Representative under Section 6226 of the Code with respect to any Imputed Underpayment(s) identified in a Partnership Adjustment for the Partnership.

“QAP” means the Qualified Allocation Plan for the Project State.

“Qualified Basis” has the meaning set forth in Section 42(c)(1) of the Code.

“Qualified Occupancy” means the initial occupancy of 100% (except as otherwise required by this Agreement) of the Tax Credit Units by qualified tenants pursuant to Section 42 of the Code.

“Qualified Occupancy Date” means March 1, 2027.

“Radon Testing Requirement” means that, upon Construction Completion, the Partnership shall cause each Building in the Project to be tested for radon gas in accordance with industry standards for such testing (“Radon Test”) and shall have a radon gas measurement report and conclusion (“Radon Report”) completed for each such Building. The Partnership shall hire, at its sole cost and expense, a radon service professional or environmental professional to conduct the Radon Test and prepare the Radon Report. The radon service professional shall be certified/accredited by (a) the National Radon Safety Board, (b) the National Environmental Health Association or (c) shall be an environmental professional acceptable to the Limited Partner and such professional shall conduct such testing pursuant to all state, local and federal requirements for radon testing. Should the Radon Report indicate the presence of radon gas in excess of applicable federal, state or local Safety guidelines, the Partnership shall, at its sole cost and expense: (i) take all corrective actions or responses needed to remediate, clean up and otherwise reduce radon gas levels below the applicable action level set by the United States Environmental Protection Agency and (ii) take such actions as are necessary to prevent or mitigate any future release of radon gas. In addition, documentation including, but not limited to, the Radon Report and such other documentation evidencing compliance with the foregoing shall be provided to the Limited Partner.

“Regulations” means the Federal Income Tax Regulations (including without limitation, Temporary Regulations) promulgated under the Code, as the same may be amended from time to time (including corresponding provisions of successor regulations).

“Regulatory Agreement” means, to the extent applicable, and collectively, (a) the Extended Use Agreement, (b) the Tax Regulatory Agreement, and (c) any regulatory agreements and/or any declaration of covenants and restrictions to be entered into between the Partnership and any Lender, or any applicable government agency setting forth certain terms and conditions under which the Project is to be developed and/or operated.

“Replacement Reserve” means the amount of funds required by the Partnership Agreement or the Loan Documents to be reserved by the Partnership to fund capital replacement costs with respect to the Project, which reserve shall be funded as described in Section 6.4.7(ii).

“Replacement Reserve Account” means a segregated Partnership bank account held by the Partnership or, if required by the Permanent Lender, the Permanent Lender and established to hold the Replacement Reserve, as described in Section 6.4.7(ii).

“Representations” means the representations and warranties set forth in Sections 6.3.1(i), 6.3.6(i), 6.3.6(ii)(a), 6.3.6(vi), 6.3.7, 6.3.12, 6.3.13, 6.3.15(ii), 6.3.18(i), 6.3.24, 6.3.25, 6.3.26, 6.3.27, 6.3.28, 6.3.29, 6.3.34, 6.3.42, 6.3.51, 6.3.59, 6.3.60, 6.3.62 and 6.3.68.

“Required Debt Service Payments” means all principal, interest and other required recurring charges and fees that are required to be paid monthly, or at some other regular period, which are payable in connection with any Permitted Loan, but only to the extent that payment of such amount is not contingent on available Cash Flow of the Partnership.

“Residential Units” means the individual residential rental housing Tax Credit Units and the Market Rate Units located on the Project Property.

“Reviewed Year” means the Partnership taxable year to which a Partnership Adjustment relates.

“Reviewed Year Partner” means any Person who held an interest in the Partnership at any time during the Reviewed Year.

“Revised Partnership Audit Procedures” means the revised partnership audit rules contained in Subchapter 63C of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114-74 and the Protecting Americans from Tax Hikes Act of 2015, P.L. 114-113, and the Regulations promulgated thereunder.

“Right of First Refusal Agreement” means that certain Right of First Refusal Agreement by and among the Partnership, General Partner, Special Limited Partner, Limited Partner, and State Limited Partner dated as of _________, 2025.

“Right-Sized Permanent Loan Amount” means the maximum permanent loan amount having debt service requirements (based on the actual Permanent Loan interest rate and terms) that, as determined by the Limited Partner, are consistent with a Debt Service Coverage Ratio of at least 1.15 for each month during a three (3) consecutive month period which is either (a) the three (3) consecutive months immediately prior to the Conversion Date (assuming for such purposes the payment of the Permanent Loan is fully amortizing as of such date), or (b), at the discretion of the Asset Manager, the three (3) consecutive month period used to determine that Stabilized Occupancy has been achieved. Calculation of the Debt Service Coverage Ratio for each such month shall be based upon the Operational Costs of the Partnership and Gross Cash Receipts, excluding any non-rental income that exceeds the amount of non-rental income specified in the Projections, as adjusted utilizing a vacancy factor equal to the greater of 5% or the actual vacancy of the Project for the prior month's operations and excluding the amount of any income from tenant-based (not project-based) rent subsidy vouchers with respect to Tax Credit Units to the extent that the income from any such unit exceeds the maximum applicable Tax Credit rent. In no event shall the Right-Sized Permanent Loan Amount exceed the Permanent Loan amount of $53,020,000 unless there is an Approved Permanent Loan Increase.

"Right-Sized Payment Amount" has the meaning set forth in Section 6.4.6(i)(b).

"Seasonally Adjusted Operating Expenses" means the Operating Expenses for a specified period as adjusted to take into account seasonal or periodic expenses incurred on an unequal basis during a full calendar year (such as utilities, maintenance expense and real estate taxes) and prorated evenly over the 12 month period, as reasonably determined by the Asset Manager.

"Second Installment" has the meaning set forth in Section 3.2.2 of this Partnership Agreement.

"Section 163(j)(7)(B) Election" means the election made by the Partnership under Section 163(j)(7)(B) of the Code to allow the Partnership to take interests deductions, as reflected in the Projections.

"Solar Equipment" means solar panels and improvements related to the installation of a photovoltaic solar electric system that shall be constructed by the Partnership at the Project.

"Solar Period" means the period beginning on the date that the "Qualified Facility" (as defined in Code Section 48E(b)(3)) is placed in service for the purpose of calculating the Solar Tax Credits allocable to the Project and ending on the last day of the Partnership taxable year that includes the fifth (5th) anniversary of such date.

"Solar Tax Credits" means the tax credits resulting from the Project's installation of a photovoltaic solar electric system which qualifies as a Qualified Facility or Energy Storage Technology as permitted pursuant to Section 48E of the Code.

"Sole Member" means the Arvada Housing Authority.

"Special Limited Partner" means Arvada Housing Participation, LLC or any other Person who becomes a successor special limited partner pursuant to Section 10.1, Section 10.2 or Section 10.3. If there is more than one Special Limited Partner, they are referred to herein singularly and collectively as the Special Limited Partner, as the context may require or suggest.

“Special Limited Partner Asset Management Fee” means an annual, cumulative fee of $50 per Residential Unit, to be increased annually by three percent (3%) which fee shall be paid from Cash Flow pursuant to Section 5.1.1 and from Net Cash from Sales and Refinancing pursuant to Section 5.2.1.

“Sponsor” means the Developer.

“Stabilized Occupancy” means the date upon which all of the following conditions are satisfied: (a) after Construction Completion, at least 90% of the Residential Units have been occupied for a period of three (3) consecutive months; (b) the Gross Cash Receipts (excluding for this purpose the amount of any income from tenant-based (not project-based) rent subsidy vouchers for Tax Credit Units to the extent that the income from any such unit exceeds the maximum applicable Tax Credit rent) for any three (3) consecutive calendar months after Construction Completion from those Residential Units collectively equal or exceed the projected revenues as set forth in the Projections for the same three (3) month period; and (c) the General Partner has deposited the Right-Sized Payment Amount into the Operating Reserve Account in accordance with Section 6.4.6(i)(b), if applicable.

“State Allocation Certificate” means the ‘eligibility statement’ issued by the State Housing Finance Agency certifying that the Project constitutes a ‘qualified project’ eligible for State LIHTC and specifying the amount of State LIHTC that the Partnership may claim.

“State Credit Period” means, with respect to any Building in the Project the period of six (6) taxable years beginning with the taxable year in which the Building is placed in service.

“State Housing Finance Agency” means the agency controlling the allocation of Tax Credits and administering the Tax Credits for the Project State.

“State LIHTC” means the Colorado Affordable Housing Tax Credit allowable pursuant to [Sections 39-22-2101 through 39-22-2108] of the Colorado Revised Statutes, as amended.

“State LIHTC Permanent Credit Reduction” means the amount by which the Actual State LIHTC are or will be less than the Projected State LIHTC over the State Credit Period.

“State LIHTC Permanent Credit Reduction Adjustment” means a reduction in the State Limited Partner’s Capital Contribution in an amount equal to the product of (i) the State LIHTC Permanent Credit Reduction and (ii) $0.77.

“State LIHTC Timing Reduction” means the reduction in the Capital Contribution of the State Limited Partner designed to compensate the State Limited Partner for the delay in receipt of the State LIHTC.

“State Limited Partner” means Liberty Mutual NEF State LIHTC Fund I LP or any Person who becomes a Substituted State Limited Partner pursuant to Section 9.1, Section 9.2, Section 9.3 or Section 9.6. If there is more than one State Limited Partner, they are referred to herein singularly and collectively as the State Limited Partner, as the context may require or suggest.

“Subordinate Cash Flow Lender” means those lenders, together with any successors or assigns in such capacity, reasonably acceptable to the Limited Partner, that are expected to make the Subordinate Cash Flow Loan.

“Subordinate Cash Flow Loan” means those loans expected to be made by the Subordinate Cash Flow Lenders in the amount(s) set forth after their (its) name(s), which require payments, if any, from available Cash Flow:

	Lender	Loan Amount
1.	_________	$___________

“Subordinate Cash Flow Loan Documents” means any and all of those subordinate loan documents evidencing, securing, or related to each of the Subordinate Cash Flow Loans, including but not limited to the commitment letter, agreement, note, and mortgage for each such loan.

“Substituted Limited Partner” means a Person who is admitted as a Limited Partner to the Partnership pursuant to Section 9.2 or Section 9.3 in place of and with all the rights of a limited partner under the Partnership Agreement and the Act.

“Substituted State Limited Partner” means a Person who is admitted as a State Limited Partner to the Partnership pursuant to Section 9.2 or Section 9.3 in place of and with all the rights of a state limited partner under the Partnership Agreement and the Act.

“Tax Benefit(s)” shall mean primarily the Tax Credit, but shall also include losses from depreciation, amortization and Operating Expenses. Notwithstanding the foregoing, a reduction in losses as a result of lower costs (in the case of depreciation), higher revenue, or lower Operating Expenses or debt service shall not be deemed to be a reduction in a Tax Benefit, even if the net result of such changes lowers the anticipated losses to the Limited Partner. Conversely, the failure to qualify for bonus depreciation or to make elections with respect to depreciation and amortization in the manner reflected in the Projections shall be considered a reduction in a Tax Benefit.

“Tax Credit” or “Credit” means the low income housing tax credit under Section 42 of the Code.

“Tax Credit Period” means the period beginning in the first year of the Compliance Period and ending as of December 31 of the last year any unit in the Project generates a Tax Credit.

“Tax Credit Units” means Project units that are subject to the Tax Credit income limitations under Section 42 of the Code as specified in the Projections.

“Tax-Exempt Loan” means that certain tax-exempt loan to the Partnership from the Issuer, which loan is being made with the proceeds of the Bonds, in the original principal amount of $66,492,500 [(with $_________ of premium on the sale of the Bonds)]. Upon satisfaction of certain conditions set forth in the Issuer Commitment, the Tax-Exempt Loan will convert to the Tax-Exempt Permanent Loan and the terms of the Tax-Exempt Loan will be amended as set forth in the Issuer Commitment.

"Taxable Lender" means JPMorgan Chase Bank, N.A.

"Taxable Loan" means those certain taxable loans to the Partnership from Taxable Lender in the original principal amount of $66,492,500 and $33,789,897.

"Taxes" means any taxes, penalties, additions to tax, additional amounts and interest as described in Section 6226 of the Code.

"Temporary Permitted Investments" means (a) direct obligations of, or obligations unconditionally guaranteed by, the United States of America or any agency thereof; (b) certificates of deposit, in amounts not exceeding the federally insured amount, issued by any commercial bank organized and doing business under the laws of the United States of America or any state thereof whose deposits are federally insured; (c) money market funds rated in the highest rating category by a nationally recognized statistical rating organization; and/or (d) such other investment vehicle as shall be approved in writing by the Limited Partner.

"Third Installment" has the meaning set forth in Section 3.2.3 of this Partnership Agreement.

"Timing Reduction" means the reduction in the Capital Contribution of the Limited Partner designed to compensate the Limited Partner for the reduced present value of delayed Tax Credits.

"Treasury" means the United States Department of the Treasury, including the United States of America acting through the Treasury.

"Trustee" means Computershare Trust Company, N.A.

"Unencumbered Liquid Assets" means cash and readily marketable securities (net of outstanding balances on all personal unsecured lines of credit) which (a) are not the subject of any lien, pledge, security interest or other arrangement with any creditor to have its claim satisfied out of the asset (or proceeds thereof) prior to the general creditors of the owner of the asset and (b) may be converted to cash within five (5) days.

"Voluntary Transfer" means any sale, assignment, transfer, pledge, or hypothecation of any Partnership Interests by a Partner, except for (a) an Involuntary Transfer, (b) any transfer in connection with an LP Pledge under Section 9.7, (c) a voluntary withdrawal by the Limited Partner under Section 9.8 or (iv) the Limited Partner's exercise of its Put Right under Section 9.9.

"Warehouse Lender" means Morgan Stanley Senior Funding, Inc., as agent (together with its successors and/or assigns in such capacity, "Morgan Stanley"). For purposes of Section 9.7.5 hereof, written notice shall be given to the Warehouse Lender as follows: 201 S. Main Street, Salt Lake City, Utah 84111, Attention: Kisty Morris, Tel: 801-236-3691, Fax: 801-236-3687 and at 1585 Broadway, New York, NY 10036, Attention: Dan Heldridge, Vice President, Tel: 212-761-2159, Fax: 917-760-9634, or at such other address as Warehouse Lender may from time to time designate.

Article 2: ORGANIZATION

Continuation of Partnership. The Partnership was formed by filing of the Certificate of Limited Partnership with the Filing Office on January 19, 2022, and by the execution of the Initial Agreement. The Partners desire to continue the Partnership under and pursuant to the provisions of the Act. By executing this Partnership Agreement, the parties hereto agree that the Initial Agreement is hereby amended and restated in its entirety and the Limited Partner is hereby admitted to the Partnership on the terms and conditions set forth herein, and by executing the withdrawal signature page hereof the Withdrawing Limited Partner hereby withdraws as a Partner in the Partnership, all to become effective upon filing of an amended Certificate of Limited Partnership reflecting such changes if and to the extent required by the Act.

Character and Purpose of Business.The general character and purpose of the business of the Partnership is: (i) primarily to acquire, construct, own, finance, lease, and operate the Project Property in a manner that provides decent, safe and affordable housing for low-income persons and ensures that the Project Property will be and remain a qualified low income housing project within the meaning of Section 42 of the Code; (ii) to eventually sell or otherwise dispose of the Project Property in a manner consistent with the provisions of this Partnership Agreement; and (iii) to engage in all other activities incidental or related thereto.

Name of Partnership. The name of the Partnership is "Marshall Pointe Apartments, LP".

Principal Place of Business. The address of the principal place of business of the Partnership shall be 401 Wilshire Blvd., 11th Floor, Santa Monica, CA 90401, or such other address as the Partners may select from time to time.

Principal Office. The address of the principal office of the Partnership is 401 Wilshire Blvd., 11th Floor, Santa Monica, CA 90401, or such other address as the Partners may select from time to time.

Agent for Service of Process.The Partnership's agent for service of process is Corporation Service Company, or such other agent as the General Partner may select from time to time with written notice to the Limited Partner. The address of the agent for service of process is c/o Corporation Service Company, 8825 N 23rd Avenue Suite 100, Phoenix, AZ 85021.

Name and Address of General Partner . The name and address of the General Partner is:

Marshall Pointe GP LLC
401 Wilshire Blvd.
11th Floor
Santa Monica, CA 90401

Name and Address of Limited Partner, State Limited Partner and Special Limited Partner. The name and address of the Limited Partner is:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606

The name and address of the State Limited Partner is:

Liberty Mutual NEF State LIHTC Fund I LP
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606

The name and address of the Special Limited Partner is:

Arvada Housing Participation, LLC
8101 Ralston Road
Arvada, CO 80002

Governmental Filings. The General Partner shall make all governmental filings as are necessary or appropriate to qualify the Partnership (i) to do or continue to do business in the Project State and any other jurisdiction or (ii) to otherwise carry out the purposes and intent of this Partnership Agreement. In addition, the General Partner shall timely and properly file of record the Extended Use Agreement.

Term of Partnership. The term of the Partnership began on January 19, 2022 (the date on which the Certificate of Limited Partnership was first filed with the Filing Office) and the Partnership will continue in existence in perpetuity, or such other date as the Partners agree, unless it is earlier dissolved and terminated in accordance with the provisions of this Partnership Agreement.

Compliance with Laws. The Partnership shall comply with all applicable provisions of the Act, and any other applicable statutes and local ordinances governing limited partnerships in the Project State, as well as any other applicable laws of any federal, state, or local government or agency having legal jurisdiction over the Partnership and the Project (including without limitation, Environmental Laws).

Statutory Record Keeping. The Partnership shall keep at its principal place of business the following and any and all other items required by the Act:

2.12.1 a current list of the full name and last known address of each Partner, separately identifying each general partner and all limited partners in alphabetical order and setting forth the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Partner and that each Partner has agreed to contribute in the future, and the date on which each became a Partner;

2.12.2 a copy of the Certificate of Limited Partnership of the Partnership, as amended or restated from time to time, together with executed copies of any powers of attorney pursuant to which any such certificate has been executed;

2.12.3 copies of the Partnership's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years;

2.12.4 a copy of the Partnership Agreement, any original or prior written partnership agreements of the Partnership, and any amendments thereto;

2.12.5 financial statements of the Partnership for the three (3) most recent years.

Related Party Debt. The Partners agree that any entity that is a lending institution having a direct or indirect ownership or beneficial interest in the Limited Partner (a "Related Lender") may at any time make, guarantee, own, acquire, or otherwise credit-enhance, in whole or in part, a loan secured by a mortgage, deed of trust, or other security instrument encumbering the Project (a "Related Lender Loan"). Under no circumstances shall a Related Lender be considered to be acting on behalf or as an agent or the alter ego of the Limited Partner or any of its members, partners, or beneficiaries. A Related Lender may in its discretion take any actions that it determines advisable in connection with a Mortgage Loan, including enforcement actions. The Partners hereby acknowledges that no Related Lender owes the Partnership or any Partner any fiduciary duty or other duty or obligation whatsoever by virtue of such Related Lender's direct or indirect ownership or beneficial interest in the Partnership (the "Related Lender's Equity Interest"). Neither the Partnership nor any other Partner shall make any claim against a Related Lender, or against the Limited Partner or any other entity through which the Related Lender owns the Related Lender's Equity Interest, relating to a Related Lender Loan and alleging any breach of fiduciary duty, duty of care, or any other duty whatsoever to the Partnership, the Limited Partner, or such other Partner, based in any way upon the Related Lender's Equity Interest. As used herein, the term "Limited Partner" includes its successors and assigns, as applicable.

Non-Confidential Tax Shelter. Any obligations of confidentiality contained in or applicable to this Partnership Agreement shall not apply to the federal tax structure or federal tax treatment of the Partnership or the transactions contemplated herein. Each Partner and its employees, representatives, and agents may disclose to any and all persons, without limitation of any kind, such federal tax structure and treatment and such transactions. The Partnership interest shall not be treated as having been issued under conditions of confidentiality for purposes of Treasury Regulations Section 1.6011-4(b) or any successor provision. Each Partner agrees that it has no proprietary or exclusive rights to the federal tax structure of the Partnership, the transactions contemplated herein, or federal tax matters or ideas related to such transactions.

The General Partner shall promptly notify the Limited Partner if it learns that the Partnership has participated in any reportable transaction within the meaning of Treasury Regulations Section 1.6011-4(b)(3).

Definitions. All capitalized words and phrases used in this Partnership Agreement (other than the full names and addresses of the Partners and governmental subdivisions and agencies) have the meanings set forth in Article 1.

Article 3: CAPITAL CONTRIBUTIONS AND PARTNER LOANS

General Partner's and Special Limited Partner's Capital Contributions.

3.1.1 The General Partner has made, or shall make upon the execution of this Partnership Agreement, a cash Capital Contribution to the Partnership in the amount of One Hundred and No/100 Dollars ($100.00) in exchange for a 0.01% General Partner Partnership Interest, and, upon the execution of this Partnership Agreement, shall provide documentation to the Limited Partner evidencing the fact that the Capital Contribution has been made. The Special Limited Partner has made, or shall make upon the execution of this Partnership Agreement, a cash Capital Contribution to the Partnership in the amount of One Hundred and No/100 Dollars ($100.00) in exchange for a 0.01% Special Limited Partner Partnership Interest, and, upon the execution of this Partnership Agreement, shall provide documentation to the Limited Partner evidencing the fact that the Capital Contribution has been made.

3.1.2 The General Partner has assigned and hereby assigns, and has caused and shall cause its Affiliates to assign, to the Partnership all of its respective rights, title, and interest in, to, and under all agreements, licenses, approvals, permits, Tax Credit allocations, and any other tangible or intangible personal property related to the Project Property or required to permit the Partnership to pursue its business and carry out its purposes as contemplated in this Partnership Agreement. The General Partner's Capital Account will not be credited with any amount as a result of its assignment to the Partnership of the various items referred to in the immediately preceding sentence.

3.1.3 If the Partnership has not paid all amounts due as a Deferred Development Fee by the end of the fifteenth (15th) year of the Compliance Period, the General Partner shall make an additional Capital Contribution to the Partnership in the amount of the outstanding balance of the Deferred Development Fee, and any accrued and unpaid interest thereon, and the Partnership shall use this Capital Contribution to pay the remaining balance of the Deferred Development Fee, and any accrued and unpaid interest thereon.

Limited Partner's and State Limited Partner's Capital Contributions.

The Limited Partner shall make Capital Contributions to the Partnership in the aggregate amount of $50,479,279 in exchange for a 98.98% Limited Partner Partnership Interest in the Partnership (the "Limited Partner Capital Contribution"). The State Limited Partner shall make Capital Contributions to the Partnership in the aggregate amount of $4,205,943 in exchange for a 1.0% State Limited Partner Partnership Interest in the Partnership (the "State Limited Partner Capital Contribution"). The Limited Partner and State Limited Partner Capital Contributions shall be paid as equity for Project related costs (other than Development Fee approved by the Limited Partner) ("Project Equity") and for the non-deferred portion of the Development Fee ("Non-Deferred Development Fee Equity"). Subject to Section 6.9 and the other terms and conditions of this Partnership Agreement, the Limited Partner's and State Limited Partner's Capital Contributions will be made as follows:

3.2.1 **First Installment**. The Limited Partner's first installment of the Limited Partner Capital Contribution shall be in the amount of $______, of which $60,000 shall be paid directly to the Limited Partner to reimburse it for its due diligence, inspection and closing costs (including, but not limited to, the issuance of a tax opinion) in conjunction with its acquisition of an interest in the Partnership, and the State Limited Partner's first installment of the State Limited Partner Capital Contribution shall be in the amount of $_______ ("First Installment") be payable in cash as follows:

(i) Upon the satisfaction of all of the following conditions, the Limited Partner shall pay to the Partnership the Project Equity portion of the First Installment in the amount of $_______ and the State Limited Partner shall the Project Equity portion of the First Installment in the amount of $________:

(a) Receipt and approval by the Asset Manager of all of the Limited Partner's Project Closing Checklist requirements (except for those documents reflected in the Post-Closing Document Delivery Agreement);

(b) Receipt and approval by the Asset Manager of acceptable evidence that Project construction has commenced or will commence immediately after closing (as demonstrated by the receipt of all necessary building permits or a permit ready letter and a fully executed notice to proceed);

(c) Partnership's Counsel opinion that the Project, upon its completion, will qualify for the Property Tax Exemption; and

(d) Admission of the Limited Partner and State Limited Partner to the Partnership.

(ii) Upon the satisfaction of all of the requirements for payment of the Project Equity portion of the First Installment as set forth in Section 3.2.1(i) above, the Limited Partner shall pay to the Partnership the Non-Deferred Development Fee Equity portion of the First Installment in the amount of $________ and the State Limited Partner shall pay to the Partnership the Non-Deferred Development Fee Equity portion of the First Installment in the amount of $________.

3.2.2 **Second Installment**. The Limited Partner's and State Limited Partner's second installment of the Limited Partner Capital Contribution and State Limited Partner Capital Contribution, in the amount of $________ ("Second Installment") shall be payable in cash as follows:

(i) Upon the satisfaction of all of the following conditions, the Limited Partner shall pay to the Partnership the Project Equity portion of the Second Installment in the amount of $________ and the State Limited Partner shall pay to the Partnership the Project Equity portion of the Second Installment in the amount of $________:

(a) Construction Completion (other than the receipt of a final Certificate of Occupancy), as evidenced by the construction disbursement documents, the Architect's certification indicating that all the work has been substantially completed consistent with the definition of Construction Completion and approved by the Asset Manager's construction inspector;

(b) Receipt and approval by the Asset Manager of temporary Certificates of Occupancy (or if available the final Certificate of Occupancy) or equivalent evidence for all Project Residential Units and, if applicable, all commercial space;

(c) Receipt of a satisfactory draft Cost Certification for the Project prepared by the Project Accountant, verifying the Tax Credit basis, State LIHTC basis and Solar Tax Credit basis, which shall include satisfactory evidence that the 50% Bond Test has been satisfied;

(d) Receipt and approval by the Asset Manager of satisfactory evidence that the Radon Testing Requirements has been satisfied;

(e) Receipt and approval by the Asset Manager of "brought forward" Owner's Title Insurance Policy or if unavailable in the Project State a title search update that is available in the Project State dated within five (5) days of the Capital Contribution under Section 3.2.3 reflecting no new title exceptions (other than those approved by the Limited Partner) and showing that no intervening lien, claim or other encumbrance or impediment to title has been filed or recorded affecting the Project Property, with no survey exception (except as previously approved by the Limited Partner);

(f) Receipt and approval by the Asset Manager of all of the items reflected in the Post-Closing Document Delivery Agreement);

(g) Satisfaction of all of the conditions to the payment of all prior installments;

(h) Receipt and approval by the Asset Manager of any outstanding delivery items required by this Partnership Agreement, including, without limitation, any outstanding delivery items required by Article 8; and

(i) March 1, 2027.

(ii) Upon the satisfaction of all of the requirements for payment of the Project Equity portion of the Second Installment as set forth in Section 3.2.2(i) above, the Limited Partner shall pay to the Partnership the Non-Deferred Development Fee Equity portion of the Second Installment in the amount of $0.00 and the State Limited Partner shall pay to the Partnership the Non-Deferred Development Fee Equity portion of the Second Installment in the amount of $0.00.

3.2.3 **Third Installment**. The Limited Partner's and State Limited Partner's third installment of the Limited Partner Capital Contribution, in the amount of $13,603,082 ("Third Installment") shall be payable in cash as follows:

(i) Upon the satisfaction of all of the following conditions, the Limited Partner shall pay to the Partnership the Project Equity portion of the Third Installment in the amount of $________ and the State Limited Partner shall pay to the Partnership the Project Equity portion of the Third Installment in the amount of $________:

(a) Verification to the satisfaction of the Asset Manager that at least 95% Qualified Occupancy of all Project Tax Credit Units has been achieved, subject to full payment of all applicable adjusters, subject to determination at such time (as may be calculated based on the information available at such time) including to account for less than 100% Qualified Occupancy having been achieved;

(b) [Conversion of the Tax-Exempt Loan to the Tax-Exempt Permanent Loan (which may occur concurrently with the payment of this Third Installment) and receipt of executed Permanent Loan documents in the form approved by Asset Manager if not previously provided];

(c) The General Partner's performance of all of its obligations under the Development Completion Guaranty;

(d) Verification to the reasonable satisfaction of the Asset Manager that the Project has achieved Stabilized Occupancy;

(e) Completion of any outstanding punch list items to the satisfaction of the Asset Manager;

(f) Receipt and approval by the Asset Manager of a "brought forward" Owner's Title Insurance Policy or if unavailable in the Project State receipt by the Asset Manager of an Owner's Title Report, which must (1) be dated within 30 days of the date of payment of the Capital Contribution for this installment, (2) state that all real estate taxes affecting the Project Property have been paid in full, (3) evidence the absence of any mechanic's or other liens (except for liens bonded over in a manner as to preclude the claimant from having any recourse to the Project or Partnership for payment of the debt secured thereby), and (4) evidence the absence of any recorded judgments against the Partnership, which shall all be satisfactory to the Asset Manager;

(g) Receipt and approval by the Asset Manager of final lien waiver from the Contractor in the form attached as **Exhibit A;**

(h) Receipt and approval by the Asset Manager of final Certificates of Occupancy (or equivalent evidence) for all Project Residential Units;

(i) Receipt and approval by the Asset Manager of a final Cost Certification for the Project prepared by the Accountant, verifying the Tax Credit basis, State LIHTC basis and Solar Tax Credit basis, which shall include satisfactory evidence that the 50% Bond Test has been satisfied and that the Project has qualified for the 30% Solar Tax Credit rate;

(j) Receipt and approval by the Asset Manager of an ALTA "As-Built" Survey of the Project dated not earlier than 60 days prior to the date of payment of this installment, unless otherwise approved by the Asset Manager, or, receipt and approval by the Asset Manager of a certificate from the Architect that the exterior footprints of the Buildings have not changed as of the date hereof and no new structures exist on the Project Property;

(k) Receipt by the Asset Manager of evidence that the Taxable Loan has been or will with the proceeds of this installment be paid in full;

(l) Receipt and approval by the Asset Manager of the executed Extended Use Agreement;

(m) Receipt by the Asset Manager of satisfactory evidence that all reserves, including, but not limited to, the Operating Reserve Account and Replacement Reserve Account have been established by the General Partner and funded at the required levels if any (the funding levels may be met with funds from this installment);

(n) Receipt and approval by the Asset Manager of the Environmental Certification;

(o) Receipt and approval by the Asset Manager of evidence that a filing for Project real estate tax abatement has been made;

(p) Satisfaction of all of the conditions to the payment of all prior installments;

(q) Receipt and approval by the Asset Manager of any outstanding delivery items required by this Partnership Agreement, including, without limitation, any outstanding delivery items required by Article 8; and

(r) January 1, 2028.

Notwithstanding anything in this Section 3.2.3(i) to the contrary, the Limited Partner hereby agrees that the Project Equity Portion of the Third Installment when due under the terms of this Agreement be paid through the Title Company and applied, first, to repay the Taxable Loan and to pay down the Tax-Exempt Loan to the Right-Sized Permanent Loan Amount, as necessary, then to fund the Operating Reserve Account in the amount of $1,163,716, the Replacement Reserve Account in the amount of $38,143 and the Bond Reserve in the amount of $69,823. No portion of the Non-Deferred Development Fee Equity Portion of the Third Installment shall be used for such payments if funds available from the Project Equity Portion are insufficient to fully pay such obligations; such amounts will be paid from the Development Completion Guaranty.

(ii) Upon the satisfaction of all of the requirements for payment of the Project Equity portion of the Third Installment as set forth in Section 3.2.3(i) above, the Limited Partner shall pay to the Partnership the Non-Deferred Development Fee Equity portion of the Third Installment in the amount of $_______ and the State Limited Partner shall pay to the Partnership the Non-Deferred Development Fee Equity portion of the Third Installment in the amount of $________.

3.2.4 **<u>Fourth Installment</u>**. The Limited Partner's and State fourth installment of the Limited Partner and State Limited Partner Capital Contribution, in the amount of $_______ ("Fourth Installment") shall be payable in cash as follows

(i) Upon the satisfaction of all of the following conditions, the Limited Partner shall pay to the Partnership the Project Equity portion of the Fourth Installment in the amount of $0.00 and the State Limited Partner shall pay to the Partnership the Project Equity portion of the Fourth Installment in the amount of $0.00:

(a) Receipt and approval by the Asset Manager of the tax return and K-1 for the Partnership for the year in which Qualified Occupancy is achieved;

(b) Receipt and approval by the Asset Manager of a fully executed Form 8609 (including an executed Part 2) issued for each Building in the Project and the State Allocation Certificate;

(c) Receipt and approval by the Asset Manager of the recorded Extended Use Agreement;

(d) Receipt and approval by the Asset Manager of such evidence regarding Project real estate tax abatement as the Asset Manager deems appropriate;

(e) Satisfaction of all of the conditions to the payment of all prior installments;

(f) Receipt and approval by the Asset Manager of any outstanding delivery items required by this Partnership Agreement, including, without limitation, any outstanding delivery items required by Article 8; and

(g) February 1, 2028.

(ii) Upon the satisfaction of all of the requirements for payment of the Project Equity portion of the Fourth Installment as set forth in Section 3.2.4(i) above, the Limited Partner shall pay to the Partnership the Non-Deferred Development Fee Equity portion of the Fourth Installment in the amount of $_____ and the State Limited Partner shall pay to the Partnership the Non-Deferred Development Fee Equity portion of the Fourth Installment in the amount of $____.

3.2.5 [Reserved].

3.2.6 The following additional terms and conditions shall apply to payment of Capital Contributions:

(i) The Asset Manager may, in its sole and absolute discretion, waive any one or more of the requirements set forth in Sections 3.2.1 through 3.2.5 above and pay that installment of Project Equity, provided any requirement that is waived must be satisfied prior to the payment by the Limited Partner and State Limited Partner of the respective Non-Deferred Development Fee Equity

(ii) Notwithstanding any reduction of the Limited Partner's or State Limited Partner's Capital Contribution installment next due, including a reduction to $0 of the installment next due or a reduction to $0 of all remaining Capital Contributions, that results from the operation of the provisions found in Sections 6.9.1 through 6.9.3, and 6.9.7, the General Partner shall remain obligated to satisfy on a timely basis all of the conditions related to the payment of the Project Equity and Non-Deferred Development Fee portions of each installment of Capital Contribution as described in Sections 3.2.1 through 3.2.5 above.

(iii) A portion of the Development Fee in the amount of $12,193,088, that is not projected to be paid out of the Limited Partner's and the State Limited Partner's Capital Contribution or the Project financing shall be payable from available Cash Flow, [with interest at [__%] per annum compounding annually], and, if applicable, as provided in Section 3.1.3 above, subordinated to certain Cash Flow payments to be made to the Limited Partner and the State Limited Partner. If any principal and/or accrued interest on the Deferred Development Fee remain unpaid by the end of the fifteenth (15th) year of the Compliance Period, the General Partner shall make a Capital Contribution to the Partnership, as provided for in Section 3.1.3 above, in an amount sufficient to enable the Partnership to pay the outstanding amount of the Deferred Development Fee.

(iv) The General Partner shall deliver to the Limited Partner and the State Limited Partner, not more than thirty (30) days nor less than ten (10) business days prior to the due date of each installment of the Limited Partner's and the State Limited Partner's Capital Contribution, the General Partner's written certification in the form attached as **Exhibit B** that each of the applicable conditions set forth in Section 3.2.6, has been satisfied.

3.2.7 The obligation to pay the amounts due under Section 3.2.1 through Section 3.2.5 is expressly conditioned upon each of the following requirements, in addition to those requirements that are set forth above, being satisfied at all times prior to and including the due dates of the above payments:

(i) The General Partner has fully complied with all of their covenants and obligations set forth in this Partnership Agreement (including, without limitation, those covenants set forth in Section 6.3);

(ii) The representations and warranties of the General Partner set forth in the Partnership Agreement are true and correct as of the date of funding of the Limited Partner Capital Contribution payment (including, without limitation, those set forth in Section 6.3);

(iii) The General Partner has fully complied with its obligation to furnish the Limited Partner and the State Limited Partner with any reports or other information, in satisfactory form, required to be provided by the General Partner pursuant to Article 8 hereof, it being acknowledged and agreed that any penalty assessed against the General Partner under Section 8.6.1 for late delivery of reports shall be payable by the General Partner to the Limited Partner and the State Limited Partner from any installment of the Development Fee payable under Section 3.2, and the Limited Partner and the State Limited Partner shall be entitled to deduct and pay such penalty amount from any installment due under Section 3.2 and the amount so deducted and applied shall be deemed for all intents and purposes to have been applied toward payment of the Development Fee; and

(iv) There has been no, and there is no imminent nor threatened, material adverse change in the General Partner's financial or business condition or operations that affects (or with the passage of time will affect) its ability to perform its obligations hereunder.

3.2.8 Subject to the provisions set forth above, if a Limited Partner's or the State Limited Partner's interest in the Partnership is liquidated (within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g)) prior to the payment of the Limited Partner's or and the State Limited Partner's entire Capital Contribution pursuant to this Section 3.2, the Limited Partner or and the State Limited Partner shall pay no later than the end of the taxable year of the Partnership in which the Limited Partner's or and the State Limited Partner's interest is liquidated or, if later, within ninety (90) days after the date of the liquidation the lesser of (1) the unpaid balance of its Capital Contribution; and (2) its negative Capital Account balance.

Security Agreement.

Except for any period of time in which MS Single Investor Fund VIII, LLC (or another entity owned directly or indirectly by Morgan Stanley or any affiliate thereof) is the Limited Partner, the Limited Partner and the State Limited Partner hereby pledges to the Partnership (to be enforced by the General Partner) and grants the Partnership a security interest in its Partnership Interest as security for its obligation to make all Capital Contributions hereunder and agrees that the Partnership shall have, in addition to the rights provided for herein, all of the rights and remedies of a secured party under the Uniform Commercial Code of the Project State with respect to the Partnership Interest in the event of the failure of the Limited Partner or the State Limited Partner to make its capital contributions when and as provided herein, in whole or in part. In furtherance of the foregoing pledge, the Limited Partner and the State Limited Partner hereby authorize the Partnership to file one or more Uniform Commercial Code Financing Statements ("Financing Statements") in the state in which the Limited Partner and the State Limited Partner is formed and in the Project State, provided that the Partnership shall (i) provide the Limited Partner and the State Limited Partner with a copy of each such Financing Statement at least five (5) business days prior to the filing thereof; and (ii) modify any such Financing Statement and file any necessary modifications or terminations thereof as reasonably requested by the Limited Partner and the State Limited Partner. Upon failure by the Limited Partner and the State Limited Partner to make any outstanding Capital Contributions that are due and payable pursuant to this Agreement within any applicable notice and cure period, subject to Section 9.7.5 and after (i) obtaining a declaratory judgment by a court of competent jurisdiction that declares the failure by Limited Partner or the State Limited Partner to make an outstanding Capital Contribution hereunder and recognizes the Partnership's rights to realize upon the collateral granted pursuant to this Section 3.3, and (ii) providing Limited Partner and the State Limited Partner not less than thirty (30) days written notice of the issuance of said judgment, the Partnership may, but shall not be required to, realize upon such collateral by disposing of the Partnership Interest of such defaulting Limited Partner or the State Limited Partner at public or private sale, at which the Partnership, any Partner, or any third party may bid. If any notification of an intended disposition of the collateral is required by law, such notification shall be deemed reasonably and properly given if delivered to Limited Partner or the State Limited Partner at least ten (10) Business Days before such disposition. The proceeds of any sale shall be applied in the following order of priority:

3.3.1 to the payment of reasonable out-of-pocket costs and expenses of such sale, or resale of the Partnership Interest if the Partnership was the successful bidder at such sale, and of admission of the purchaser to the Partnership;

3.3.2 to the payment of the capital contribution in respect to which the default occurred and any other past-due obligations of the defaulting Limited Partner or the State Limited Partner to the Partnership; and

3.3.3 to the defaulting Limited Partner or the State Limited Partner as to any excess.

4.2.1 Such a sale shall not release the defaulting Limited Partner or the State Limited Partner from its obligations hereunder, and such defaulting Limited Partner or the State Limited Partner shall remain jointly and severally liable with the purchaser of the Partnership Interest to make all required contributions in respect to the foreclosed Partnership Interest and to pay all expenses of the Partnership in connection with any such sale and/or the collection of the amount due hereunder, provided that any contributions actually made to the Partnership by the purchaser at such sale shall be applied against the amount due from the defaulting Limited Partner. The defaulting Limited Partner or the State Limited Partner shall not obtain any interest in the profits or losses, Cash Flow, proceeds of capital transactions, or other operating or capital items of the Partnership after the foreclosure sale of the Partnership Interest by virtue of any subsequent payments made to the Partnership, as aforesaid.

Interest on Capital Contributions. The Partnership shall not pay any Partner interest on its Capital Contribution.

Withdrawal and Return of Capital Contributions. Except as provided elsewhere herein, no Partner has the right: (i) to withdraw any part of its Capital Contribution from the Partnership; (ii) to demand a return of its Capital Contribution; or (iii) to receive property other than cash in return for its Capital Contribution.

Capital Accounts.

The Partnership shall maintain for each Partner a separate capital account in accordance with Section 1.704-1(b) of the Regulations. The Capital Account of each Partner consists of the amount of its Capital Contribution, and will be (1) increased by (i) the fair market value of any property contributed by it to the Partnership, (ii) the amount of any Partnership liability assumed by such Partner or which is secured by any Partnership Property distributed to such Partner, and (iii) its allocable share of Profits and any items of income or gain specially allocated to it pursuant to Section 4.2.4 through Section 4.2.15, and (2) decreased by (i) the amount of any cash distributed to it, (ii) the fair market value of any Partnership Property distributed to it, (iii) the amount of any liability of such Partner assumed by the Partnership or which is secured by any property contributed by such Partner to the Partnership, and (iv) its allocable share of Losses and any items of loss or deduction specially allocated to it pursuant to Section 4.2.4 through Section 4.2.15.

3.6.1 If any Partnership Interests are transferred in accordance with the terms of this Partnership Agreement, then the transferee will succeed to the Capital Account of the transferor to the extent it relates to the transferred Partnership Interest. Upon the occurrence of any of the following events, the Partnership shall revalue the Partnership Property and adjust the Partners' Capital Accounts to reflect the gain (or loss) that would have been allocated to each Partner if all the Partnership Property had been sold at its fair market value immediately prior to the occurrence of any of the following events, and if required to cause the provisions herein regarding the maintenance of Capital Accounts to comply with Section 1.704(b) of the Regulations:

(i) Any new or existing Partner acquiring an additional interest in the Partnership in exchange for more than a de minimis Capital Contribution;

(ii) The Partnership distributing to a Partner more than a de minimis amount of property or money in consideration for an interest in the Partnership; or

(iii) The "liquidation" of the Partnership within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations.

The revaluation of the Partnership Property referred to in the immediately preceding sentence will be made in accordance with Section 1.704-1(b)(2)(iv)(f) of the Regulations.

The foregoing provisions and all other provisions of this Partnership Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Regulations and will be interpreted and applied in a manner consistent with such Regulations.

Partnership Loans.

Subject to the limitations set forth in 6.2.6, if from time to time the Partnership needs funds in excess of those provided by the Construction Loan, Permanent Loan, Subordinate Cash Flow Loans, Capital Contributions of the Partners, Grants and funds required to be provided by the General Partner or any Affiliate of the General Partner pursuant to any obligation hereunder or any other agreement (such as pursuant to Sections 6.4.6(i) and 6.4.6(ii)), any Partner or other person, organization, or institution may loan such additional funds to the Partnership at an interest cost to the Partnership and upon such terms, as agreed upon by the General Partner in its reasonable discretion, subject to compliance with the terms of existing loan agreements and this Partnership Agreement. Except as provided in Sections 6.4.6(i) and (ii), any loan made by a General Partner or an Affiliate of a General Partner will be unsecured (unless Lenders and Limited Partner agree otherwise), will not bear interest in excess of the long term annual compounding Applicable Federal Rate, and will be subordinate in all respect to the Permitted Loans. Any Partner making any loan to the Partnership will be considered, in its capacity as maker of the loan, a general creditor of the Partnership and not as a Partner. Any loan made hereunder by a Partner will be paid as provided in Section 5.1 and Section 5.2 hereof.

Additional Capital Contributions.

Except as expressly provided in this Partnership Agreement, no Partner is required to make contributions to the capital of the Partnership.

Limited Partner's and State Limited Partner's Withdrawal Option.

In the event that the following events have not occurred by the specified dates, unless such dates are waived or extended in writing by the Limited Partner, then the Limited Partner may, at its sole option and discretion, withdraw from the Partnership at any time unless and until it waives such withdrawal right in writing. If the Limited Partner exercises its right to withdraw pursuant to this Section 3.9, then the State Limited Partner may, but is not obligated to, withdraw from the Partnership on the terms as set forth below

Event	**Completion or Delivery Date**
1. Commencement of construction of the Project as evidenced in a manner as reasonably required by the Asset Manager.	1. Thirty (30) days after the date of execution of the Partnership Agreement
2. Submission of all outstanding items in the Post-Closing Document Delivery Agreement	2. On or before the date and time specified in the Post-Closing Document Delivery Agreement for each post-closing item

Upon any such withdrawal, the Partnership shall (i) immediately return to the Limited Partner and State Limited Partner all Capital Contributions actually made to the Partnership by the Limited Partner and State Limited Partner, plus all expenses incurred by the Limited Partner and State Limited Partner in connection with entering into and withdrawing from the Partnership, including any payments due under the Post-Closing Document Delivery Agreement, and (ii) execute and file a release of the Limited Partner's and State Limited Partner's UCC Financing Statement securing its Capital Contribution obligation, the Partners shall execute an amendment to the Partnership Agreement and the General Partner shall execute and the General Partner shall file, and record, as applicable, an amendment to the Partnership's Certificate of Limited Partnership, reflecting the withdrawal of the Limited Partner and State Limited Partner and the release of all of the Limited Partner's and State Limited Partner's obligations and liabilities in connection with the Partnership, all of the foregoing documents to be in form and content satisfactory to the Limited Partner and State Limited Partner. Notwithstanding any failure or delay in such execution and delivery, however, the Partnership Agreement shall be deemed to have been amended in accordance with the provisions of this Section 3.9 once the Limited Partner and State Limited Partner has provided the General Partner with written notice of its intent to withdraw. Nothing herein shall be construed to diminish any of the General Partner's obligations under the Partnership Agreement to issue final accounting and tax reports to the Limited Partner and State Limited Partner for all periods prior to its withdrawal and in which its withdrawal occurred.

Article 4: ALLOCATION OF PROFITS, LOSSES AND TAX CREDITS

Profit and Loss Allocations.

Except as otherwise provided in Section 4.2, Profits and Losses for any Fiscal Year of the Partnership are allocated among the Partners in accordance with the following percentages:

Partner	**Percentage**
General Partner	0.01%
Special Limited Partner	0.01%
State Limited Partner	1.0%
Limited Partner	98.98%
Total	100.00%

Special Allocations.

Notwithstanding anything to the contrary contained in 4.1, the following special allocations in all events apply in determining the allocation of Profits and Losses among the Partners and are made prior to the allocations required under Section 4.1:

4.2.2 Depreciation, Solar Tax Credits, State LIHTC and Tax Credits.

(i) Depreciation (cost recovery) deductions and Tax Credits are allocated 0.01% to the General Partner, 0.01% to the Special Limited Partner, 1.0% to the State Limited Partner and 98.98% to the Limited Partner.

(ii) Solar Tax Credits shall be allocated among the Partners in the same percentages as Profits and Losses are allocated among the Partners pursuant to Section 4.1.

(iii) Any recapture of Tax Credits (or Solar Tax Credits) is allocated to the Partners that were allocated (or whose predecessors-in-interest were allocated) the depreciation/cost recovery deduction and Tax Credits (or Profits, Losses and Solar Tax Credits) associated therewith.

(iv) The State LIHTC and any recapture of the State LIHTC is allocated 100% to the State Limited Partner.

4.2.3 **Limitation on Allocations of Losses**. To the extent the allocation of any Losses to a Limited Partner would cause that Limited Partner to have an Adjusted Capital Account Deficit at the end of any Fiscal Year of the Partnership, then those Losses will not be allocated to that Limited Partner, but rather will be specially allocated to the General Partner.

4.2.4 **Profit Chargeback**. To the extent any Losses are allocated to the General Partner in accordance with Section 4.2.2 above, then Profits will thereafter first be specially allocated to the General Partner in proportion to and in an amount (1) up to but not exceeding the amount of any such allocations of Losses made to the General Partner under such Section 4.2.2, but (2) not to the extent that Losses would be allocated to the Limited Partner in excess of the amount permitted by such Section 4.2.2.

4.2.5 **Partnership Minimum Gain Chargeback**. Notwithstanding any other provision of this Article 4, if there is a net decrease in Partnership Minimum Gain during any Partnership Fiscal Year, then each Partner will be specially allocated items of Partnership income or gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to the portion of such Partner's share of the net decrease in the Partnership Minimum Gain (determined in accordance with Section 1.704-2(g) of the Regulations). Any allocations made pursuant to this Section 4.2.4 are to be made in proportion to the respective amounts required to be allocated to each of the Partners pursuant thereto. The items of Partnership income or gain specially allocated under this Section 4.2.4 are to be determined in accordance with Section 1.704-2(f) of the Regulations. This Section 4.2.4 is intended to comply with the minimum gain chargeback requirements of Section 1.704-2(f) of the Regulations and will be interpreted consistently therewith.

4.2.6 **Partner Minimum Gain Chargeback**. Notwithstanding any other provision of this Article 4 (except Section 4.2.4), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership Fiscal Year, then each Partner who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt (as determined in accordance with Section 1.704-2(i)(5) of the Regulations) will be specially allocated items of Partnership income and gain for such Fiscal Year (and if necessary, subsequent Fiscal Years) in an amount equal to the portion of such Partner's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt (as determined in accordance with Section 1.704-2(i)(4) of the Regulations). Any allocations made pursuant to this Section 4.2.5 will be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items of Partnership income or gain specially allocated under this Section 4.2.5 will be determined in accordance with Section 1.704-2(i)(4) of the Regulations. This Section 4.2.5 is intended to comply with the minimum gain chargeback requirements of Section 1.704-2(i)(4) of the Regulations and will be interpreted consistently therewith.

4.2.7 **Qualified Income Offset**. If Limited Partner or State Limited Partner unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations, then items of Partnership income or gain will be specially allocated to that Limited Partner or State Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of that Limited Partner or State Limited Partner as quickly as possible. The special allocations required pursuant to this Section 4.2.6 are made only if and to the extent that that Limited Partner or State Limited Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 4 have been tentatively made as if this Section 4.2.6 were not in the Partnership Agreement. This Section 4.2.6 is intended to comply with the qualified income offset requirements of Section 1.704-1(b)(2)(ii)(d) of the Regulations and will be interpreted consistently therewith.

4.2.8 **Gross Income Allocation**. If a Limited Partner or State Limited Partner has a deficit balance in its Capital Account at the end of any Partnership Fiscal Year which exceeds the sum of (1) the amount that Limited Partner or State Limited Partner is obligated to restore pursuant to any provision of this Partnership Agreement and (2) the amount that Limited Partner or State Limited Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Section 1.704-2(g)(1) and Section 1.704-2(i)(5) of the Regulations, then that Limited Partner or State Limited Partner will be specially allocated items of Partnership income or gain in the amount of such excess as quickly as possible. The special allocations required pursuant to this Section 4.2.7 are made only if and to the extent that that Limited Partner or State Limited Partner would have a deficit Capital Account in excess of the aforementioned sum after all of the allocations provided for in this Article 4 have been tentatively made as if Section 4.2.6 and this Section 4.2.7 were not in the Partnership Agreement.

4.2.9 **Nonrecourse Deductions**. Nonrecourse Deductions are specially allocated among the Partners in accordance with the same percentages set forth in Section 4.1 with respect to Profits and Losses.

4.2.10 **Partner Nonrecourse Deductions**. Partner Nonrecourse Deductions are specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Section 1.704-2(i) of the Regulations.

4.2.11 **754 Adjustment**. If, pursuant to Section 6.2.10, the Limited Partner consents to an election under Section 754 of the Code, then to the extent an adjustment to the adjusted tax basis of any Partnership Property undertaken pursuant to Section 734(b) or 743(b) of the Code is required to be taken into account in determining the Capital Accounts of the Partners under Section 1.704-1(b)(2)(iv)(m) of the Regulations, the amount of such adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss will be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to the aforementioned section of the Regulations.

4.2.12 **Imputed Interest**. To the extent the Partnership has taxable interest income with respect to any Capital Contribution pursuant to Section 483 or Sections 1271 through 1288 of the Code, then (i) such interest income will be specially allocated to the Partner to whom such Capital Contribution relates, and (ii) the amount of such interest income will be excluded from the Capital Contributions credited to such Partner's Capital Account in connection with the payments of principal with respect to such Capital Contribution.

4.2.13 **Curative Allocations**. The special allocations set forth in Section 4.2.4 through Section 4.2.9 are intended to comply with the requirements of Section 1.704-1(b) of the Regulations. These special allocations may lead to results, which are inconsistent with the Partners' intentions concerning their sharing in Partnership distributions. Accordingly, the General Partner is hereby authorized and directed to specially allocate other items of Partnership income, gain, loss, and deduction among the Partners so as to prevent the special allocations required under Section 4.2.4 through Section 4.2.9 of this Section 4.2 from distorting the Partners' understanding of the manner in which Partnership distributions are to be made to the Partners upon the dissolution and termination of the Partnership. In general, it is anticipated that the special allocations, if any, made under this

Section 4.2.12 are made by specially allocating other items of Partnership income, gain, loss, and deduction among the Partners so that the sum of the special allocations made to each Partner pursuant to Section 4.2.4 through Section 4.2.9 of this Section 4.2 equals the sum of the special allocations made under this Section 4.2.4. In order to preserve its Capital Account to allow the allocation of Tax Credits to the Limited Partner in accordance with Section 4.2.1, the Limited Partner may select certain classes of deductions (but not depreciation deductions) to be allocated solely to the General Partner. The Limited Partner shall notify the General Partner in writing no later than the due date (without extension) of the Partnership tax return for any fiscal year of the deductions to be allocated to the General Partner in this manner, and the General Partner, Special Limited Partner, State Limited Partner and Limited Partner shall cause the Partnership Agreement to be amended to reflect the special allocation described in the preceding sentence. Such amendment shall be considered effective as of the first day of the year for which such return relates.

4.2.14 **Matching Income Allocation of Income or Gain from Sales and Refinancing Proceeds**. All items of Partnership income or gain arising from events resulting in Net Cash from Sales or Refinancings are allocated:

(i) first, as specified in Sections 4.2.4 through 4.2.7, Section 4.2.10 and Section 4.2.12 and Section 4.4.3 of this Partnership Agreement;

(ii) second, if after the allocation of Profits and Losses for the Fiscal Year in which the gain arose, any Limited Partner or State Limited Partner has a negative Capital Account balance, 98.98% to the Limited Partner, 1% to the State Limited Partner, 0.01% to the Special Limited Partner and 0.01% to the General Partner, until each Limited Partner's negative Capital Account is equal to zero;

(iii) third, to any General Partner that has a negative Capital Account balance after the allocation of Profits and Losses for the Fiscal Year in which the gain arose, until its Capital Account balance is equal to zero;

(iv) fourth, 98.98% to the Limited Partner, 1% to the State Limited Partner, 0.01% to the Special Limited Partner and 0.01% to the General Partner until each Limited Partner's or State Limited Partner's positive Capital Account balance equals any amount to be distributed to the Limited Partner pursuant to Section 5.2.1(i) and Section 5.2.1(ii); and

(v) fifth, to the Partners until each Partner's positive Capital Account balance equals any amount such Partner would be entitled to receive pursuant to in Section 5.2.2

(vi) sixth, to the Partners in accordance with the percentages specified in Section 5.2.2.

4.2.15 **Grant Income**. Any income recognized by the Partnership as a result of (a) any receipt of grants by the Partnership, (b) any forgiveness or deemed forgiveness of debt or (c) related in any way to the State LIHTC or as a result of the recharacterization of the State Limited Partner's Capital Contributions as a disguised sale shall be allocated one hundred percent (100%) to the General Partner after the first five (5) years following placement in service (as defined in the Code with regard to Solar Credits) of the Solar Equipment. If such income cannot be allocated to the General Partner, or such allocation is not respected by the IRS, and such income is instead allocated to the Limited Partner and the State Limited Partner, or if the General Partner does not pay all required taxes on such income and such taxes are assessed against the Partnership (i) the General Partner and the Guarantors pursuant to the Guaranty, shall indemnify and hold harmless the Limited Partner, State Limited Partner and the Partnership for any tax, interest and penalties owed by the Limited Partner, State Limited Partner or Partnership as a result of such income on an after-tax basis and (ii) to the extent such indemnity is not paid, the Limited Partner and State Limited Partner shall receive a priority distribution of cash from the Partnership, prior to the distribution of Cash Flow, in an amount equal to the tax, interest and penalties owed by the Limited Partner or State Limited Partner as a result of such income (on an after-tax basis) in each year of the Partnership until paid in full.

4.2.16 **Special Adjustment**. The special allocations in this Section 4.2.15 shall apply notwithstanding any provision of this Partnership Agreement to the contrary. Prior to making any special allocations set forth in this Section 4.2, items of expenses and other deductions (other than depreciation, amortization, cost recovery deductions and Nonrecourse Deductions) equal to the sum of the amount of any loans to the Partnership made by the General Partner or any of its respective Affiliates pursuant to or for the purposes described in Section 3.7 and Sections 6.4.6(i) and 6.4.6(ii) are specially allocated to the General Partner, as applicable in each tax year in which any such loan is made. Further, if any loans of the General Partner or its respective Affiliates are repaid by the Partnership from Cash Flow pursuant to 5.1(a), the General Partner, as applicable shall be specially allocated an amount of gross income equal to the lesser of (i) the amount of such repayment, or (ii) the aggregate amount of expenses and deductions specifically allocated to the General Partner, as applicable, under this 4.2.15.

4.2.17 **Special Profits, Allocation, and Distribution Rules**. Notwithstanding anything to the contrary contained herein, for the fiscal year in which the Project is Placed in Service and for five (5) consecutive years thereafter, the Profit and Loss Allocations under Section 4.1, distributions of Cash Flow under Section 5.1.2 and distributions of Net Cash from Sales and Refinancings under Section 5.2.2 shall be 0.01% to the General Partner, 0.01% to the Special Limited Partner, 1.0% to the State Limited Partner and 98.98% to the Limited Partner

4.2.18 **Reserved.**

Timing of Allocations. Except as otherwise expressly provided in this Partnership Agreement, all allocations of Profits, Losses, and Tax Credits are to be made as of the last day of each Fiscal Year of the Partnership.

Other Allocation Rules. The following rules apply for the purpose of interpreting and applying the provisions of this Article 4 relating to the allocation of Profits, Losses, and Tax Credits among the Partners:

4.4.1 **Excess Nonrecourse Liabilities**. Solely for purposes of determining a Partner's proportionate share of the "excess nonrecourse liabilities" of the Partnership within the meaning of Section 1.752-3(a)(3) of the Regulations, the Partners' respective interests in Partnership Profits shall be those percentage interests set forth in Section 4.1 (determined without regard to Section 4.2).

4.4.2 **Effect of Cash Distributions**. To the extent permitted by Sections 1.704-2(h) and 1.704-2(i)(6) of the Regulations, the General Partner shall endeavor to treat distributions of Cash Flow as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Limited Partner.

4.4.3 **Recharacterization of Fee as Distribution**. If any fee or portion thereof payable to any Partner or any Affiliate thereof is determined to be a nondeductible distribution from the Partnership to a Partner for federal income tax purposes, there will be allocated to such Partner an amount of gross income equal to such distribution.

Tax Effect of Allocations. Except as otherwise required under the second paragraph of this Section 4.5, the allocation of Profits, Losses, and Tax Credits to any Partner under this Article 4 is deemed an allocation to that Partner of the same proportionate part of each separate item of Partnership taxable income, gain, loss, deduction, or credit comprising such Profits, Losses, and Tax Credits, including, without limitation, any "unrealized receivable" or "substantially appreciated inventory item" under Section 751 of the Code. The Partners are aware of the income tax consequences of the allocations made pursuant to this Article 4 and hereby agree to be bound by the provisions of this Article 4 in reporting their respective shares of Partnership income, gain, loss, deduction, and credit for income tax purposes.

Notwithstanding anything to the contrary contained in this Article 4, income, gain, loss, deduction, and credit with respect to any Partnership Property contributed to the capital of the Partnership by any Partner is, solely for tax purposes, allocated among the Partners so as to take into account any variation between the adjusted tax basis of such Partnership Property to the Partnership for federal income tax purposes and the value assigned to such Partnership Property for the purposes of the computation of the Partners' Capital Accounts. If any revaluation of the Partnership Property is made by the General Partner (which revaluation may only be made with the consent of the Limited Partner) then any subsequent allocations of income, gain, loss, deduction, and credit with respect to such Partnership Property will take into account any variation between the adjusted tax basis of such Partnership Property for federal income tax purposes and the value assigned to such Partnership Property as a result of such revaluation. All allocations required under this paragraph of Section 4.5 are solely for purposes of federal, state, and local income taxes. These allocations do not affect and must not in any way be taken into account in computing any Partner's Capital Account or any Partner's share of Profits, Losses, Tax Credits or other items or distributions required or permitted to be made pursuant to any provision of this Partnership Agreement. This Section 4.5 is intended to conform to Section 704(c) of the Code.

Limitations on Allocations. Notwithstanding anything to the contrary contained in this Article 4, except as required under Section 704(b) of the Code and the Regulations promulgated thereunder, provided that if the General Partner or Special Limited Partner is (i) a "tax-exempt entity" within the meaning of Section 168(h)(2) of the Code, or (ii) a "tax-exempt controlled entity" within the meaning of Section 168(h)(6)(F)(iii) of the Code and has not made a valid election under Section 168(h)(6)(F)(ii) of the Code, the allocations to the General Partner or Special Limited Partner under Section 4.2 and Section 4.3 shall be limited to the highest percentage of the Partnership's property treated as tax-exempt use property, as reflected in the Projections.

Article 5: DISTRIBUTIONS

Distribution of Cash Flow.

5.1.1 Cash Flow shall be paid, prior to the making of any distributions pursuant to Section 5.1.2 hereof, in the following order and priority:

(i) First, to the Limited Partner or State Limited Partner to the extent of any amount which the Limited Partner or State Limited Partner is entitled to receive in order to satisfy any and all amounts owed to it pursuant to this Partnership Agreement, including, without limitation, under Section 6.8 and Section 6.9 hereof, including as a result of Change in Tax Law (other than Section 3.7 hereof);

(ii) Second, to pay any accrued and unpaid principal and interest on loans made by the Limited Partner or State Limited Partner pursuant to Section 3.7;

(iii) Third, to the Asset Manager to pay any accrued and payable Asset Management Fees;

(iv) Fourth, to the Operating Reserve Account until such time as such account is replenished up to the Operating Reserve Target Amount;

(v) Fifth, to the Special Limited Partner to pay the Special Limited Partner Asset Management Fee;

(vi) Sixth, to the Developer to pay any unpaid balance on the Deferred Development Fee and to repay any Capital Contribution made by the General Partner to pay such Deferred Development Fee;

(vii) Seventh, to the General Partner to pay the General Partner Asset Management Fee;

(viii) Eighth, to the repayment of the Subordinate Cash Flow Loan in accordance with the Subordinate Cash Flow Loan Documents;

(ix) Ninth, to repay any accrued and unpaid principal and interest on loans made by the General Partner pursuant to Section 3.7;

(x) Tenth, to the General Partner (in the order of loans made, with earlier loans repaid in full before subsequent loans are repaid) to repay any amounts treated as loans to the Partnership by the General Partner pursuant to Section 6.4.6(i) or 6.4.6(ii) and not yet repaid; and

(xi) Eleventh, subject to Section 4.2.16, after the first five (5) years following placement in service (as defined in the Code with regard to Solar Credits) of the Solar Equipment, ninety percent (90%) of the balance (subject to the limitation in the last paragraph of Section 5.1.2), if any, to the General Partner as an Incentive Partnership Management Fee, on a non-cumulative basis, with any amount above the permitted Incentive Partnership Management Fee pursuant to Section 6.5.6 below, to be paid to the General Partner as a distribution of Cash Flow.

5.1.2 After making the payments described in Section 5.1.1 hereof, the remaining Cash Flow, if any, shall be distributed to the Partners in accordance with the following percentages:

General Partner	0.01%
Special Limited	0.01%
State Limited Partner	1.00%
Limited Partner	98.98%
Total 100.00%	

Notwithstanding any other provision of this Section 5.1 to the contrary, for each Fiscal Year a sufficient amount of Cash Flow shall be distributed to the Limited Partner such that, when such distribution is added to all other distributions of Cash Flow made to the Limited Partner with respect to such Fiscal Year, the Limited Partner will have received an amount of Cash Flow equal to at least 10% (and the State Limited Partner will have received an amount of Cash Flow equal to at least 1%) of all Cash Flow which remains after repayment of (a) the loans referred to in Section 5.1.1(xi) with respect to such Fiscal Year, plus (b) 10% (1% to the State Limited Partner) of any distribution made to the General Partner under Section 5.1.1(vii) as repayment of any Capital Contribution it contributed to repay the Deferred Developer Fee in accordance with Section 3.1.3 hereof or Section 5.1.1(vi).

Net Cash from Sales and Refinancings. Except as otherwise provided in Article 11 of this Partnership Agreement (pertaining to the liquidation and dissolution of the Partnership), Net Cash from Sales and Refinancings shall be paid or distributed to the Partners as provided in this Section 5.2.

5.2.1 **Payments**. Net Cash from Sales and Refinancings shall be paid in the following order and priority:

(i) First, to the Limited Partner or the State Limited Partner to the extent of any amount which the Limited Partner or the State Limited Partner is entitled to receive in order to satisfy any and all amounts owed to it pursuant to this Agreement, including, without limitation, under Section 6.8 and Section 6.9 hereof, including as a result of Change in Tax Law (other than Section 3.7 hereof);

(ii) Second, to the Limited Partner and State Limited Partner an amount equal to the amount of taxes which would be imposed upon the Limited Partner and State Limited Partner as a result of the sale or refinancing, assuming that the Limited Partner and State Limited Partner is subject to the highest marginal federal, state and local income tax rates in effect at such time for corporations;

(iii) Third, to pay any accrued and unpaid principal and interest on loans made by the Limited Partner pursuant to Section 3.7;

(iv) Fourth, to the payment of current and accrued Asset Management Fees, if outstanding;

(v) Fifth, to the Special Limited Partner to pay any accrued Special Limited Partner Asset Management Fee;

(vi) Sixth, to the Developer to pay any unpaid balance, if any, on the Deferred Development Fee and any Capital Contribution made by the General Partner to pay such Deferred Development Fee;

(vii) Seventh, to pay any accrued and unpaid General Partner Asset Management Fee;

(viii) Eighth, to the Asset Manager and General Partner to pay the Disposition Fee;

(ix) Ninth, to repay any accrued and unpaid principal and interest on loans made by the General Partner pursuant to Section 3.7; and

(x) Tenth, to the General Partner (in the order of loans made, with earlier loans repaid in full before subsequent loans are repaid) to repay any amounts treated as loans to the Partnership by the General Partner pursuant to Section 6.4.6(i) or 6.4.6(ii) and not yet repaid.

5.2.2 **Distributions**. After making the payments specified in Section 5.2.1 hereof, the balance of Net Cash from Sales and Refinancings, if any, shall be distributed for the first five (5) years following placement in service (as defined in the Code with regard to Solar Tax Credits) of the Solar Equipment, 98.98% to the Limited Partner, 1% to the State Limited Partner, 0.01% to the Special Limited Partner and 0.01% to the General Partner and thereafter 10% to the Limited Partner, 1% to the State Limited Partner, 0.01% to the Special Limited Partner and 88.99% to the General Partner. In determining the Limited Partner's 10% under this Section 5.2.2, any amounts paid to the Limited Partner pursuant to Section 5.2.1(ii) shall be subtracted from the amounts owed under this Section 5.2.2 (and shall be excluded from the determination of the 10% owed) but the total distribution to the Limited Partner under this Section 5.2.2 shall not be reduced below $0. So, for example, if the Net Cash for Sales and Refinancing distributions are equal to $1,000,000 in total and no amounts are otherwise due under 5.2.1 except for $100,000 in accrued Asset Management Fees owed to the Asset Manager (a) exit taxes equal to $100,000, per the above, the Limited Partner would receive $100,000 (all exit taxes with no additional payment since the exit taxes are greater than the 10% distribution ($90,000) plus the accrued Asset Management Fee) and the General Partner would receive $800,000; (b) exit taxes equal to $200,000, per the above the Limited Partner would receive $200,000 (all exit taxes, which exceeds the 10% distribution so no additional funds would be paid other than the accrued Asset Management Fee of $100,000) and the the General Partner would receive $700,000; (c) exit taxes equal $50,000, per the above the Limited Partner would receive $90,000 ($50,000 exit taxes plus $40,000 equal to 10% of $900,000 (total distributable cash of $90,000 less the $50,000 paid for the exit taxes, plus the $100,000 Accrued Asset Management Fee) and the General Partner would receive $810,000 (90% of $900,000).

Timing of Distributions. Distributions of Cash Flow shall be made annually within ninety (90) days after the end of each (i) Mid-Year Period, and (ii) Fiscal Year of the Partnership. The determination of the amount of Cash Flow distributable annually to the Partners under this Article 5 shall be based upon the state of facts existing on the last day of each Fiscal Year of the Partnership.

Treatment of Distributions. Distributions to a Partner of Cash Flow are considered draws against such Partner's allocable share of the Partnership's Profits and Losses.

Qualified Allocations. Notwithstanding anything to the contrary in this Article 5 or Article 4, the Special Limited Partner shall not be entitled to (i) any distributions under this Article 5 (except for the payment of the Special Limited Partner Asset Management Fee) in excess of 0.01% of the Cash Flow or (ii) any Profit and Loss allocation under Article 4 (except as required under Section 704 of the Code or the Regulations thereunder) in excess of 0.01%.

Article 6: POWERS, RIGHTS AND DUTIES OF GENERAL PARTNER

Management of Partnership. The Partnership is managed by the General Partner, who exercises full and exclusive control over the affairs of the Partnership, subject, however, to the limitations on its authority set forth in this Partnership Agreement (including, without limitation, Section 6.2 and Section 6.3). The General Partner is under a fiduciary duty to conduct and manage the affairs of the Partnership in a prudent, businesslike, and lawful manner and will devote such part of its time to the affairs of the Partnership as is deemed necessary and appropriate to pursue the business and carry out the purposes of the Partnership as contemplated in this Partnership Agreement. The General Partner shall use its best efforts and exercise good faith in all activities related to the business of the Partnership. The General Partner shall perform services in connection with the acquisition of the Project Property, including, if applicable, negotiating the purchase agreement with the seller of the Project Property, acting on behalf of the Partnership with federal, state and local authorities with respect to the Project Property, monitoring compliance with zoning, land use and other requirements with respect to the Project Property, and preparing or causing to be prepared such third-party studies as it deems necessary in connection with the acquisition of the Project Property.

Restrictions on General Partner's Authority. Notwithstanding anything to the contrary contained in this Partnership Agreement, the General Partner shall not have the authority to take any of the actions set forth below without the prior written consent of the Limited Partner and the State Limited Partner:

6.2.1 Do any act in contravention of or inconsistent with this Partnership Agreement or any other agreement to which the Partnership is a party (including, without limitation, those relating to the Project Documents, Construction Loan, Subordinate Cash Flow Loans and Permanent Loan);

6.2.2 Do any act making it impossible to carry on the ordinary business of the Partnership;

6.2.3 Initiate any litigation or administrative proceedings on behalf of the Partnership (other than proceedings initiated in the ordinary course of the Partnership's business such as evictions) or confess a judgment against the Partnership;

6.2.4 Use Partnership Property or assign rights in specific Partnership Property for other than a Partnership purpose;

6.2.5 Sell or otherwise transfer any interest in the Project Property or any material asset of the Partnership (other than with respect to the Right of First Refusal, and/or leases of Residential Units or, where applicable, commercial space, in the ordinary course of the Partnership's business, and a transfer pursuant to Article 9 below);

6.2.6 Incur any debt or liability (or enter into any agreement resulting in any such debt or liability being incurred) on behalf of the Partnership (i) that is not in ordinary course of the Partnership's business or (ii) any debt or liabilities in the ordinary course of the Partnership's business, in excess of Fifty Thousand and No/100 Dollars ($50,000.00) other than the Construction Loan, Subordinate Cash Flow Loans and the Permanent Loan, and those liabilities (or agreements relating thereto) which have been disclosed to and approved in writing by the Limited Partner and State Limited Partner, provided that in all events a Project loan or other form of financing that is secured by a mortgage, deed of trust, trust deed or other security instrument encumbering the Project or any interest therein, including without limitation any refinancing of any existing Project debt, shall be subject to the prior, written approval of the Limited Partner and State Limited Partner;

6.2.7 Acquire any interest in real property or acquire any item of personal property on behalf of the Partnership having a purchase price of more than Twenty-Five Thousand and No/100 Dollars ($25,000.00), unless such acquisition is part of the development budget or annual operating budget that has been approved in writing by the Limited Partner and State Limited Partner;

6.2.8

(i) Prior to the end of the latest Compliance Period for any Project Building, the General Partner shall not be permitted to refinance the Project without the consent of the Limited Partner and State Limited Partner, except as provided in (ii) below.

(ii) After the end of the Credit Period, if MS Single Investor Fund VIII LLC or an Affiliate of any Morgan Stanley owned or controlled entity is no longer an investor in the Partnership, directly or indirectly through the Limited Partner, the General Partner shall be permitted to refinance any loan without the consent of the Limited Partner, but with at least 30 days' notice to the Limited Partner (a "Refinanced Loan") if each of the following conditions has been satisfied: (i) the Refinanced Loan is nonrecourse to all partners, (ii) the amortization period of the Refinanced Loan does not exceed 40 years and the maturity date for the debt is no sooner than twenty-four (24) months after the end of the Compliance Period, (iii) the debt sizing on the Refinanced Loan meets or exceeds a 1.15 Debt Service Coverage Ratio at closing and is projected to meet at least a 1.15 Debt Service Coverage Ratio for every year of the Compliance Period and at closing of the loan has no greater than a 90% loan to value ratio, (iv) the Refinanced Loan is from a non-affiliated lender that customarily makes similar loans in the ordinary course of its business, (v) the General Partner and each Guarantor shall have provided to the Limited Partner and Asset Manager at least 30 days prior to the anticipated refinance a certification that the Project has not received a Form 8823 (other than as a result of a casualty that has been or is being timely addressed) or has any unit out of compliance with the provisions of Section 42 or the Partnership Agreement as a result of physical conditions or paperwork deficiencies with respect to a unit that have been identified in a Project inspection by the Asset Manager or any Lender or any agent of any of them; (vi) the General Partner and each Guarantor shall have provided to the Limited Partner and the Asset Manager a certification that it is in compliance with the terms of the Partnership Agreement; and (vii) the proceeds from the Refinanced Loan is sufficient to pay all amounts due to the Limited Partner, including, but not limited to all unpaid fees, loans, credit adjuster distributions, and credit adjuster payments owed to the Limited Partner (including due to Change in Tax Law) or any Affiliate thereof. The proceeds from a Refinanced Loan shall be applied first to repay the refinanced loan, second to fund a Refinance Repair Reserve (as defined below), third to fund an Exit Tax Reserve (as defined below) and fourth the balance of any such refinance proceeds shall be distributed pursuant to Section 5.2 hereof. Prior to any refinance, the General Partner (or the lender of any Refinanced Loan) shall have a physical needs assessment ("PNA") prepared that determines any repairs needed for life and safety issues, other critical repairs and any major systems or structural capital repairs anticipated to be needed prior to the end of the Compliance Period. The Partnership shall set up a reserve in an amount equal to 200% of the estimated costs for any repairs as identified in the PNA (less any funds in the then existing Replacement Reserve) (the "Refinance Repair Reserve"). The Refinance Repair Reserve shall be available only for the repairs identified in the PNA. The balance of the Refinance Repair Reserve may be released upon all of the repairs being completed and distributed pursuant to Section 5.2 hereof. In addition, at the time of the refinance the exit tax liability projected to be owed to the Limited Partner at the end of the last year of the Compliance Period will be estimated taking into account, among other things, the Refinanced Loan and operating history of the Project and an amount equal to such projected exit tax liability will be established (the "Exit Tax Reserve"). In no event shall any loan be refinanced if the proceeds of such loan are insufficient to pay any amounts due to the Limited Partner and its Affiliates (the General Partner may make a capital contribution to the Partnership to pay those loans or other amounts due in order to satisfy this condition).

(iii) After the end of the Compliance Period, the General Partner shall be permitted to refinance any loan without the consent of the Limited Partner and State Limited Partner, but with notice to the Limited Partner and State Limited Partner (a "Refinanced Loan") if each of the following conditions has been satisfied: (i) the Refinanced Loan is nonrecourse to all partners, (ii) the amortization period of the Refinanced Loan does not exceed 40 years, (iii) the debt sizing on the Refinanced Loan meets or exceeds a 1.15 Debt Service Coverage Ratio and no greater than a 90% loan to value ratio, (iv) the Refinanced Loan is from a non-affiliated lender that customarily makes similar loans in the ordinary course of its business, and (v) the proceeds from the Refinanced Loan are sufficient to pay all amounts due to the Limited Partner and State Limited Partner, including, but not limited to all unpaid fees, loans, credit adjuster distributions, and credit adjuster payments owed to the Limited Partner, State Limited Partner and any Affiliate thereof (including due to Change in Tax Law). Any such refinance proceeds shall be distributed pursuant to Section 5.2 hereof. In no event shall any loan be refinanced if the proceeds of such loan are insufficient to pay any amounts due to the Limited Partner, State Limited Partner and its Affiliates (the General Partner may make a capital contribution to the Partnership to pay those loans or other amounts due in order to satisfy this condition).

6.2.10 Compromise any claim or liability in excess of Fifty Thousand and No/100 Dollars ($50,000.00) owed by or to the Partnership;

6.2.11 Make, amend or revoke any tax election required of or permitted to be made by the Partnership under the Code or the Regulations, including, without limitation, any election under Section 42 or Section 754 of the Code. In this regard, the General Partner shall make (and the Limited Partner, and State Limited Partner and Special Limited Partner consents thereto) any elections required or permitted under Section 42 or Section 754 of the Code requested in writing by the Asset Manager that are consistent with the Projections. If the tax law changes in the future, the General Partner shall make any election requested by the Limited Partner necessary to protect the Limited Partner's projected yield at closing as set forth in the Projections, given all of the facts and circumstances at such time;

6.2.12 Change any accounting method or practice of the Partnership;

6.2.13 Take any action that would cause the termination of the Partnership for federal income tax purposes or the dissolution of the Partnership for state law purposes;

6.2.14 Construct any improvements on the Project Property other than those contemplated in the Plans and Specifications (or any modification thereof if such modification is expressly approved in writing by the Limited Partner) or any repairs or replacements in the ordinary course;

6.2.15 Lease or otherwise operate any Tax Credit Unit in such a manner that such Tax Credit Unit would fail to be treated as a "low-income unit" under Section 42(i)(3) of the Code, or operate the Project in such a manner that the Project would fail to be treated as a qualified low-income housing project under Section 42 of the Code provided there shall be no default under this Section 6.2.14 if no more than five percent (5%) of the Tax Credit Units are not treated as a "low-income unit" under Section 42(i)(3) of the Code and all applicable adjusters under Section 6.9 are paid to account for such Tax Credit Units not being treated as a low-income unit;

6.2.16 Except for the Construction Loan, Permanent Loan, and Subordinate Cash Flow Loans, (including any regulatory agreement or declarations in connection with such loans) mortgage, pledge or encumber any interest in any Partnership Property, including, without limitation, the Project Property;

6.2.17 Cause the Partnership to make a loan of any funds belonging to the Partnership or cause the Partnership to provide a guarantee of the indebtedness of any other Person;

6.2.18 Change the nature of the business or purpose of the Partnership;

6.2.19 Hire or retain any Person to manage the Project Property or the Partnership's business other than the Property Management Agent. The Project's management agreement with Property Management Agent as the Project Property manager will contain the provisions specified in this Partnership Agreement, including those specified under "Property Management Agent" in Article 1 hereof;

6.2.20 Take any action (or fail to take any action) causing or resulting in a breach of any of the representations, warranties or covenants of the General Partner set forth in this Partnership Agreement, including, without limitation, those set forth in Section 6.3;

6.2.21 Admit any other person or entity as a Partner, except as specifically permitted herein;

6.2.22 Except as permitted by Section 11.1 (pertaining to dissolution of the Partnership), take any action that may cause the dissolution of the Partnership;

6.2.23 Perform any act subjecting any Limited Partner or State Limited Partner to liability as a general partner in any jurisdiction;

6.2.24 Deposit any Partnership funds in any bank, savings and loan, or other financial institution whose accounts are not fully insured by the Federal Deposit Insurance Corporation;

6.2.25 Commingle any Partnership funds with the funds of (1) any other partnership or limited liability company in which a General Partner is a partner or managing member, as the case may be, (2) a General Partner or any of its affiliates, or (3) any other entity;

6.2.26 Execute or deliver any assignment for the benefit of creditors;

6.2.27 Except with respect to the Construction Loan, become or permit any Affiliate or any other Person related to the General Partner (within the meaning of Treasury Regulations Section 1.752-4(b)) to become personally liable on, or in respect of, or guarantee all or any portion of the indebtedness evidenced by the Loan Documents, except for typical non-recourse carve-outs guaranty and a completion and repayment guaranty during construction;

6.2.28 Modify or amend this Partnership Agreement except as authorized herein, or materially amend any fee agreement or the Construction Contract, or materially deviate from the Plans and Specifications for the construction of the Project from those provided to the Limited Partner and State Limited Partner prior to their admission to the Partnership;

6.2.29 After the Construction Completion Date, construct any improvements on the Project Property other than those contemplated in the Plans and Specifications (or any modification thereof if such modification is expressly approved in writing by the Limited Partner) with a cost basis in excess of $50,000. If prior to the Construction Completion Date there are change orders for the approved Plans and Specifications for the Project Property, such change orders shall be permitted only with the consent of the Limited Partner, unless all of the following are satisfied: (i) an individual change is for an amount not in excess of $350,000 and, when combined with all prior change orders, does not cause the aggregate amount of change orders to exceed $1,250,000, (ii) the change order does not cause a material diminishment in the construction materials or methods approved in the Plans and Specifications, and (iii) when combined with all prior change orders, the change order will not extend by more than thirty (30) days the initial scheduled date for Construction Completion as specified in the Project documents;

6.2.30 Acquire or purchase on behalf of the Partnership any automobiles;

6.2.31 Hire any person or persons as an employee of the Partnership;

6.2.32 Enter into any contractual arrangement on behalf of the Partnership for the provision of medical services, medication management, home health care or related personal care services to the tenants of the Project. The Limited Partner and State Limited Partner shall have no obligation to consent to any such arrangement at any time and may withhold any consent for such activities in its sole discretion;

6.2.33 Enter into any contractual arrangement on behalf of the General Partner for the provision of medical services, medication management, home health care or related personal care services to the tenants of the Project without the prior written consent of the Limited Partner. The Limited Partner and State Limited Partner shall have no obligation to consent to any such arrangement at any time and may withhold any consent for such activities in its sole discretion;

6.2.34 Bring any claim based on any right or interest of the Partnership except in the name and for the benefit of the Partnership;

6.2.35 Cause the Partnership to pay any compensation to the General Partner or any General Partner Affiliate additional to the amounts permitted by this Partnership Agreement;

6.2.36 Do anything contrary to, or fail to take, any action deemed reasonably necessary or appropriate by the Limited Partner's or State Limited Partner tax counsel to cause the Partnership to be treated as a partnership for federal income tax purposes;

6.2.37 File or cause to be filed on behalf of the Partnership a voluntary petition in bankruptcy or a petition or answer seeking a reorganization, liquidation, dissolution or similar relief under any statute, law, rule, or regulation;

6.2.38 Intentionally take any action or permit any action to be taken that causes or is likely to cause the Project to cease or fail to qualify for all or any portion of the Solar Tax Credits; and

6.2.39 Cause the conversion, merger, or consolidation of the Partnership into or with another entity.

The Limited Partner and State Limited Partner may specify conditions for their review of any matter requiring Limited Partner or State Limited Partner consent hereunder, including without limitation payment of fees to the Limited Partner and State Limited Partner and reimbursement of third party costs related to such review.

Representations, Warranties and Covenants of the General Partner. As an inducement to the Limited Partner and State Limited Partner to enter into this Partnership Agreement, and in addition to the representations, warranties, and covenants set forth elsewhere in this Partnership Agreement, the General Partner hereby makes the following representations, warranties, and covenants to and with the Limited Partner and State Limited Partner. All of the Representations are deemed given as of the date hereof and for a period of five (5) years following the final payment of the Limited Partner's and State Limited Partner's Capital Contribution. The General Partner shall fully comply with and abide by all of the Covenants at all times throughout the term of the Partnership's existence and may be relied upon by counsel to the Limited Partner and State Limited Partner in connection with the Limited Partner's and State Limited Partner's investment in the Partnership. In addition, the General Partners (if there is more than one) hereby agree that all of the representations, warranties, and covenants made herein may be relied upon by the Limited Partner's and State Limited Partner's tax counsel in rendering its tax opinion to the Limited Partner and State Limited Partner. The General Partner shall fully comply with and abide by all of these covenants at all times throughout the term of the Partnership's existence.

6.3.1

(i) The Partnership has received a letter from the State Housing Finance Agency, dated [_______] (the "42(m)(2) Letter"), indicating that the Project meets the State Housing Finance Agency's Qualified Allocation, and $______ in annual Tax Credits does not exceed the amount necessary for the Project to be financially feasible, and has or will timely comply with all requirements necessary to receive an allocation of Tax Credits in an amount that will deliver no less than the Projected Tax Credits to the Limited Partner and State Limited Partner.

(ii) The Partnership will timely comply with all requirements necessary to receive an allocation of Tax Credits in an amount that will deliver no less than the Projected Tax Credits to the Limited Partner and State Limited Partner;

6.3.2 At all times following the completion of the contemplated improvements to the Project Property, the General Partner shall operate the Project Property in order that of the two hundred forty (240) of the Residential Units in the Project Property, at least ninety-five percent (95%) of the tenants thereof will qualify for the Tax Credit (provided, the General Partner agrees to use best efforts to qualify one hundred percent (100%) of the tenants) under the appropriate income and rent restrictions of Section 42 of the Code as the same may be modified pursuant to the Extended Use Agreement (assuming no repeal or amendment of Section 42 of the Code renders such qualification impracticable), and in all other respects shall comply with the provision of Section 42 of the Code. In the event less than one hundred percent (100%) of the Project tenants qualify, the General Partner shall pay timely the adjusters under Sections 6.9.1 and 6.9.2, as applicable;

6.3.3 To the best of the General Partner's knowledge after due inquiry, and except as otherwise disclosed and certified in writing to the Limited Partner prior to the date of this Partnership Agreement, there are no actions, suits, or proceedings pending or threatened by any person or governmental authority against or affecting the Project Property, the General Partner, or any of their Affiliates that (i) may have a material adverse effect on the Project Property or the Partnership or on the ability of the General Partner to perform its obligations hereunder, and (ii) exceeds the sum of $10,000, or in the aggregate with other actions, suits, or proceedings, exceeds the sum of $30,000;

6.3.4 The Partnership is not liable (nor has any claim been made against it) for any expense, debt, cost, liability, or other charge other than costs incurred in connection with the acquisition and construction of the Project Property, operating expenses arising in the normal course of business, and those relating to the Construction Loan, Subordinate Cash Flow Loans and Permanent Loan;

6.3.5 All current leases (if any) for the Residential Units in the Project Property are and all future leases will be for an initial term of at least six (6) months;

6.3.6 The General Partner hereby represents and warrants as follows:

(i) To the best of its knowledge, after due inquiry and investigation, except to the extent, if any, disclosed in the environmental report(s) for the Project heretofore delivered to the Limited Partner:

(a) the Project does not contain any Hazardous Substance;

(b) the Project is not in violation of any Environmental Law or any amendments of these acts or successor statutes, has occurred or is continuing; and

(c) the General Partner has no knowledge and has not received any notice from any source whatsoever of the actual or potential existence of any Hazardous Substances on the Project, or of a violation of any Environmental Law, and the General Partner shall throughout the term of the Partnership, notify the Limited Partner in writing of any notice it may receive that such a condition or violation exists or may exist.

(ii) If any such hazardous condition or the presence of any Hazardous Substance is disclosed in the aforesaid environmental report(s) for the Project and such condition or substance has not already been properly encased, encapsulated or otherwise corrected in a manner consistent with federal, state or local law:

(a) the Project budget includes an amount necessary for recommended removal, encapsulation, or other remediation of such condition or substance and

(b) the General Partner will verify that rehabilitation or construction of the Project has been or is being completed in accordance with the recommendations for removal, encapsulation, or remediation of such conditions or substances and will certify to such in writing to the Limited Partner, upon completion of the rehabilitation or construction.

(iii) The General Partner will deliver to the Limited Partner copies of all test results of materials or soils that are indicated in the environmental report(s) for the Project to be potentially hazardous or copies of any supplemental environmental report(s) that discuss the results of such tests.

(iv) The General Partner will take all actions within its control necessary to comply with and continue to comply with all ongoing or newly arising monitoring, maintenance, inspection, reporting, and remediation requirements of any applicable federal, state, or local environmental laws and regulations.

(v) If the Project has received project-based or tenant-based Section 8 rental subsidies, the Project operating budget shall include sufficient funds for the Project to comply with all applicable federal, state and local lead based paint laws and regulations.

(vi) Unless otherwise approved by the Limited Partner in writing, the aforesaid environmental report(s) are based on assessments of the Project that were performed or recertified not more than one hundred eighty (180) days prior to the date of execution of the Partnership Agreement by the Limited Partner.

(vii) The General Partner shall, to the extent any such recommendation is set forth in any of the environmental report(s) for the Project, (A) cause a qualified environmental consultant to prepare a lead and/or asbestos operations and maintenance plan for the Project Property, and (B) ensure that such plan is located in a readily accessible and appropriate area on the Project Property.

For purposes of the representations contained in this Section 6.3.6, substances known to be hazardous shall not include small amounts of chemicals, cleaning agents, or similar substances employed in routine household uses in a manner typical of occupants in other residential properties, or incidental cleaning supplies, provided that they are used at all times in strict compliance with all applicable laws and regulations and industry standards.

6.3.7 The Partnership is a duly organized limited partnership, validly existing under the Act, and has complied with all filing requirements necessary under the Act for the preservation of the limited liability of the Limited Partner;

6.3.8 No event has occurred that has caused and the General Partner will not act in any manner that will cause (i) the Partnership to be treated for federal income tax purposes as an "association" taxable as a corporation, rather than as a partnership, (ii) the Partnership to fail to qualify as a limited partnership under the Act, or (iii) any Limited Partner or State Limited Partner to be liable for Partnership obligations in excess of its Capital Contribution, plus the limited dollar amount of any deficit restoration obligation agreed to by such Limited Partner or State Limited Partner pursuant to Section 11.4 and any amount required to be repaid by such Limited Partner or State Limited Partner to the Partnership pursuant to Section 7.1 hereof and the Act;

6.3.9 The Partnership owns the fee simple interest in the Project Property including the improvements in fee simple free and clear of all liens, charges, and encumbrances other than mortgages and other security instruments securing any of the Construction Loan, Subordinate Cash Flow Loans and Permanent Loan and those liens, charges, and encumbrances expressly agreed to in writing by the Limited Partner, State Limited Partner and the General Partner and set forth in the owner's title insurance policy for the Project;

6.3.10 The Project Property conforms (or will timely conform) in all respects to all applicable laws, including, without limitation, all zoning, building, health, fire, and environmental rules and regulations and there are no laws, planning rules, regulations, ordinances, requirements, or environmental laws, regulations, or procedures applicable to the Project Property that are reasonably likely to materially inhibit or materially adversely affect the operation of the Project Property as a low income housing development;

6.3.11 (a) The General Partner (i) has caused and will cause the Partnership to maintain with financially sound insurers with a rating of A VIII or better, as designated by A.M. Best & Company, all insurance coverage required by the Limited Partner in accordance with the Limited Partner's current insurance standards, as posted on the NEF website (www.nefinc.org) under the portal for developers or made available to the General Partner in another manner specified in writing by the Asset Manager, and (ii) shall deliver to the Limited Partner and State Limited Partner, at least thirty (30) days prior to the date such insurance policy expires, a certificate of insurance for each insurance coverage required by the Limited Partner as evidence of renewal; and (b) the General Partner shall procure builder's risk insurance complying with Section 6.3.11(a) prior to commencement of vertical construction of the Project;

6.3.12 None of the Permitted Loans, nor any other loan or agreement to which the Partnership is a party, nor the General Partner's performance of its obligations thereunder or hereunder, violates or constitutes a default under any provision of law, order of court, indenture, or other instrument affecting the General Partner, the Partnership or the Project Property or, except for Permitted Loans, result in the creation or imposition of any lien, charge, or encumbrance on the Project Property;

6.3.13 The General Partner has provided the Limited Partner and State Limited Partner with the Plans and Specifications (including, without limitation, all working drawings) and all construction schedules, approved construction draws, certifications concerning occupancy, lien notices, project inspection reports, proposed changes and modifications to the Plans and Specifications, all available material documents pertaining to the Construction Loan, Subordinate Cash Flow Loans and Permanent Loan, and any other material information which is relevant to the construction and development of the Project Property;

6.3.14 All material information concerning the Project Property known to the General Partner or any of its Affiliates, or which should have been known to any of them in the exercise of reasonable care, has been disclosed by the General Partner to the Limited Partner and State Limited Partner and there are no facts or information known to the General Partner or any of its Affiliates, or which should have been known to any of them in the exercise of reasonable care, which would make any of the facts or information submitted by the General Partner to the Limited Partner and State Limited Partner with respect to the Project Property inaccurate, incomplete, or misleading in any material respect;

6.3.15

(i) Neither the Partnership nor any Partner (nor any Affiliate of any Partner) has or will have direct or indirect personal liability as maker, guarantor, partner, or otherwise with respect to the payment of principal or interest or any other sum due under the Permanent Loan except as a consequence of certain bad acts such as gross negligence and willful misconduct, which are carved-out in the non-recourse provisions of such loans. The Construction Loan is recourse as to the Partnership and/or its Affiliate is a guarantor thereof; and

(ii) As of the date of this Partnership Agreement, there are no outstanding loans or advances from the General Partner nor any of its Affiliates to the Partnership and the Partnership has no unsatisfied obligations to make any payments of any kind to the General Partner or any of its Affiliates;

6.3.16 The execution and delivery of all instruments and the performance of all acts heretofore or hereafter made or taken or to be made or taken pertaining to the Partnership by the General Partner have been or will be duly authorized by all necessary corporate or other action and the consummation of any such transactions with or on behalf of the Partnership will not constitute a breach or violation of, or a default under, the articles of incorporation or by-laws of the General Partner or any agreement by which the General Partner or any of its properties is bound, nor constitutes a violation of any law, administrative regulations or court decree;

6.3.17 Except as expressly permitted by this Partnership Agreement, neither the Partners nor any Affiliate of a Partner is a lender to the Partnership unless, based upon the advice of tax counsel or adviser satisfactory to the Limited Partner and State Limited Partner, such loan will not likely adversely affect or cause a material re-allocation among the Partners of Tax Credits or Profits and Losses;

6.3.18

(i) The General Partner has no knowledge of, and has not received any notices with respect to, any violations by the Partnership or the Project of federal or state law or municipal ordinances or orders or requirements of any governmental body or authority in whose jurisdiction the Project Property is subject; and

(ii) The General Partner shall furnish to the Limited Partner and State Limited Partner, immediately but no later than ten (10) business days of receipt thereof, a copy of any notice of default (or other notice of a failure to perform) under any of the Project Documents or Loan Documents given to the Partnership or the General Partner by any of the Lenders or any other party thereto;

6.3.19 There is no default existing, pending or threatened under any provision of the Construction Loan, Permanent Loan, Subordinate Cash Flow Loans, the Project Documents or any other agreement to which the Partnership is a party and the General Partner shall take all requisite action to comply with the provisions of all such loans and agreements; and, if any such default is alleged, the General Partner shall notify the Limited Partner and State Limited Partner of such alleged default within five (5) days of any General Partner's receipt of notification of the alleged default;

6.3.20 All appropriate roadway and public utilities, including, without limitation, telephone, sewer, water, electricity and, if applicable, gas are available in sufficient volume to the Project Property, and all easements required in connection therewith have been or will timely be obtained and filed of public record and the General Partner shall use its best efforts to keep all such utilities operating in a manner sufficient to service the Project Property and the Residential Units contained therein;

6.3.21 The construction of the Project Property will be completed in a timely and workmanlike manner by the Construction Completion Date and in substantial compliance with: (i) applicable requirements of the Construction Loan, Permanent Loan, Subordinate Cash Flow Loans and the Project Documents; (ii) the Plans and Specifications; (iii) the Projections; (iv) the QAP (to the extent applicable); and (v) the requirements of all governmental agencies with jurisdiction over the Project Property and the development and construction thereof;

6.3.22 All building permits, environmental permits or other clearances, easements and governmental permits, licenses, and approvals required in connection with the construction, development, ownership, operation, use, and occupancy of the Project Property and all Residential Units contained therein, have been or will be timely obtained and the General Partner shall take all actions necessary to maintain such approvals in full force and effect;

6.3.23 No portion of the Project Property is or will be treated as "tax-exempt use property" as defined in Section 168(h) of the Code;

6.3.24 No General Partner is under any commitment to any real estate broker, rental agent, finder, syndicator, or other intermediary with respect to the Project or any portion thereof, except for arrangements disclosed in writing to the Limited Partner and State Limited Partner prior to the date hereof;

6.3.25 [Reserved];

6.3.26 The General Partner (i) is a limited liability company duly organized, in good standing, and validly existing under the laws of Delaware, and (ii) has full power to enter into this Partnership Agreement and to perform its obligations hereunder, and the consummation of all transactions contemplated herein and in the Loan Documents and the Project Documents to be performed by the General Partner does not and will not result in any breach or violation of, or default under, any agreements by which the General Partner is bound, or under any applicable law, administrative regulation or court decree;

6.3.27 The General Partner has previously provided a true, complete, and current copy of the Partnership's original limited partnership agreement, together with all amendments thereto, to the Limited Partner and State Limited Partner, which original limited partnership agreement and amendments reflect all agreements among the Partners of the Partnership prior to its amendment hereby;

6.3.28 The execution and delivery of this Partnership Agreement and each of the other documents and agreements described in or contemplated by this Partnership Agreement by the General Partner, and the performance of the transactions contemplated herein and in each such other document have been duly authorized by all requisite corporate actions, and will not result in the breach of or default under any agreement, mortgage or other instrument to which any General Partner is a party or by which any General Partner is bound;

6.3.29 This Partnership Agreement is binding upon and enforceable against the General Partner in accordance with its terms;

6.3.30 The General Partner will not transfer a controlling interest in itself without the consent of the Limited Partner; provided, however, so long as the General Partner is controlled by Lincoln Avenue Capital LLC, Jeremy Bronfman, Matthew Bronfman, or Eli Bronfman, the General Partner shall be permitted to transfer any interest in itself to any Person provided such transfer would not create a recapture of Bonus Depreciation not subject to an adjuster for the benefit of the Limited Partner;

6.3.31 The General Partner shall not, and shall cause the Property Management Agent not to, (i) cause or permit any waste or damage to the Project Property, or (ii) allow any tenant to use a Residential Unit, or, if applicable, commercial space, within the Project

Property or any of the common areas in any manner which is unlawful, hazardous, unsanitary, noxious, or offensive or which unreasonably interferes with the use of the Project Property by the other tenants;

6.3.32 The General Partner shall and shall cause the Property Management Agent to maintain the Project Property in a decent, safe and sanitary condition;

6.3.33 The General Partner shall and shall cause the Property Management Agent to operate the Project Property in accordance with, and lease the Residential Units within the Project Property in compliance with, all applicable laws, regulations, ordinances, the Loan Documents, and the QAP (to the extent applicable);

6.3.34 To the best of the General Partner's knowledge, the financial assumptions upon which the Projections are based are reasonable and the currently available factual information set forth therein is true and correct in all material respects as of the date hereof;

6.3.35 Intentionally Omitted;

6.3.36 The General Partner has determined that neither the General Partner, Sponsor, or any Guarantor, nor any of the officers, directors, principals, employees or owners of the General Partner, Sponsor or any Guarantor is on the list of Specially Designated Nationals and Blocked Persons promulgated by the U.S. Department of the Treasury pursuant to Executive Order 13224 and located on the internet at http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx;

6.3.37 The General Partner shall, and shall cause the Property Management Agent to, operate the Project in accordance with, and lease the Residential Units in compliance with, the provisions of all federal, state and local fair housing laws prohibiting discrimination in housing on the grounds of race, color, religion, sex, familial status, national origin, or handicap, including, without limitation, Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, Title VI of the Civil Rights Act of 1964 (Public Law 88-353, 78 Stat. 241), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;

6.3.38 The General Partner shall obtain from the Property Management Agent and maintain copies of the First Year Tenant Files in a secure location under its control in accordance with requirements of Section 42 of the Code;

6.3.39 The General Partner shall deliver to the Asset Manager evidence satisfactory to the Asset Manager that the Partnership has (i) timely prepared and filed, on an annual basis if applicable, all necessary documentation for the Project to receive real estate tax abatement or other real estate tax relief; and (ii) received, on an annual basis if applicable, such real estate tax abatement or other real estate tax relief, within fifteen (15) days of its receipt;

6.3.40 If there are any building, multiple dwelling and/or other municipal violations filed or noted against the land on which the Project is located or the Project, including any unsafe building violation or lien, such violation will be corrected upon completion of the construction substantially in accordance with the Plans and Specifications;

6.3.41 To the best of the General Partner's knowledge after due and diligent inquiry, the General Partner, the Partnership, its Property Management Agent, the Project Property, and all the Loan Documents and Project Documents are in compliance with all applicable federal, regional, state and local laws, rules, regulations, statutes, decisions, orders, judgments, directives, decrees, codes guidelines or ordinances of any governmental or regulatory authority, court or arbitrator;

6.3.42 No event of bankruptcy has occurred with respect to the General Partner, the Developer, or the Guarantors;

6.3.43 [Reserved];

6.3.44 The General Partner shall promptly deliver or cause to be delivered to the Limited Partner and State Limited Partner, for its review and approval, prior to its execution or implementation, the following Project related documents: residency service plan agreement, certificate or license, Property Management Agreement, and any other agreements or documents related to the administration of health care services to residents of the Project, provided if any such agreement is dated prior to the date hereof, the parties hereto agree that, to the extent required by the Limited Partner or State Limited Partner, such agreement shall be re-negotiated to the satisfaction of the Limited Partner or State Limited Partner;

6.3.45 [Reserved];

6.3.46 The General Partner shall cause the Partnership to enter into a Property Management Agreement with the Property Management Agent pursuant to the provisions set forth in Section 6.4.9 below and, if the Property Management Agent is an Affiliate of the General Partner, the General Partner shall ensure that such Property Management Agreement provides for the subordination of 50% of the Property Management Agent's Fee to the payment of Operating Deficits until such time as funds are available to pay such fees;

6.3.47 To the extent that any services are required to be provided to the tenants of the Project by any Lender or any Project Document (including, but not limited to any counseling, healthcare, housekeeping or similar supportive services "Supportive Services"), the General Partner shall be responsible for ensuring that such services are made available by one or more service providers to the tenants and a failure to do so will be a default under Section 10.6.1 hereof to the extent that it creates a default under any Project Document. If the costs of such services are not included in the Projections, the General Partner shall be responsible for ensuring that all such required services continue at no cost to the Partnership, except to the extent that the Project Documents are modified, waived or released such that some or all of the services are no longer required to be provided to the tenants of the Project. In addition, to the extent any Supportive Services are provided at the Project, the General Partner shall require the Property Management Agent to include in all residential leases for the Project a provision (to be approved by the Asset Manager prior to the provision of such services) that releases the Partnership from any liabilities or damage caused to the residents as a result of the provision of such services;

6.3.48 The Project complies with the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act of 1988, all federal, state and local laws and ordinances related to disabled access, and all statutes, rules, regulations, and orders of governmental bodies and regulatory agencies or orders or decrees of any court adopted or enacted with respect thereto including, without limitation, the American with Disabilities Act Accessibility Guidelines for Buildings and Facilities, as now existing or hereafter amended or adopted;

6.3.49 The General Partner shall cause the Partnership to satisfy the requirements pursuant to Code Section 42(h)(4) with respect to the financing of 50% or more of the Project's Building and the land on which the Building is located with tax-exempt obligations subject to the volume cap under Code Section 146;

6.3.50 The rents charged to the tenants of the Tax Credit Units will not exceed 30% of the applicable income limitation as determined under Code Section 42(g)(1);

6.3.51 The Project is entitled to receive a 130% basis boost in accordance with Code Section 42(d);

6.3.52 All requirements under Code Section 42 will have been met at the time of the Project's Placement in Service so that the Project's Tax Credit Units will qualify for the Tax Credits if leased to qualified tenants pursuant to Section 42 of the Code;

6.3.53 The land on which the Project is located is, and will be at all times, properly zoned (or legally non-conforming), and the General will not act or omit to act in a manner that would cause such proper zoning to be terminated;

6.3.54 The General Partner shall promptly correct all building code and Environmental Law violations, including any such violations that occur during the construction or rehabilitation of the Project;

6.3.55 The General Partner shall and shall cause the Partnership to perform all radon mitigation, testing, evaluation and/or remediation, if required, pursuant to and in accordance with all appropriate federal, state, and local laws, regulations, guidelines, and requirements;

6.3.56 The General Partner shall and shall cause the Partnership to comply with all provisions contained in the application for Tax Credits submitted to the State Housing Finance Agency as to which the State Housing Finance Agency awarded points pursuant to its scoring or award procedures (if any);

6.3.57 The General Partner shall and shall cause the Partnership, the General Partner, and each Affiliate of the General Partner, the Sponsor and each Guarantor to comply with the Money Laundering Control Act, Executive Order 13224, USA Patriot Act of 2001 (Public Law 107-56), and all federal regulations issued with respect thereto, which shall include, but not be limited to, providing to each Project Lender the names, addresses, tax identification numbers and/or such other identification information concerning the Partnership, the General Partner, any Affiliate of the General Partner, the Sponsor and each Guarantor as shall be necessary for each Project Lender to comply with federal law;

6.3.58 The General Partner shall cause the Accountant to prepare the Partnership's financial statement in accordance with GAAP and to comply with any instructions received from the Limited Partner concerning depreciation periods to be used for real and personal property in accordance with GAAP;

6.3.59 No Foreign Drywall was used or will be used in the construction and/or rehabilitation of the Project;

6.3.60 The General Partner shall deliver to the Limited Partner and State Limited Partner within thirty (30) days of the date first set forth above, the Owner's Title Insurance Policy;

6.3.61 [Reserved];

6.3.62 To the extent applicable, the General Partner shall (i) cause the Partnership to pay, on or prior to any applicable due date related thereto, any and all taxes, fees, and impositions, including but not limited to, transfer taxes, stamp taxes, and other related costs or charges incurred by or to be incurred by the Partnership in connection with the Partnership's acquisition, either in fee simple or through a leasehold interest, of the land underlying the Project Property; and (ii) promptly deliver to the Limited Partner and State Limited Partner satisfactory evidence of such payments, including but not limited to, any state and/or local transfer tax declarations, provided that if the acquisition, either in fee simple or through a leasehold interest, of the land underlying the Project Property is exempt from any such aforementioned taxes, then the General Partner's counsel shall deliver a letter to the Limited Partner and State Limited Partner (and its successors and/or assigns) setting forth the basis of such exemption, which shall also include a copy of any filings required to support such exemption;

6.3.63 To the extent not inconsistent with the Loan Documents and unless otherwise directed in writing by the Limited Partner, the General Partner shall promptly apply all proceeds of insurance and condemnation awards to the restoration and rebuilding of the Project, provided that such proceeds shall be applied in accordance with (i) all requirements of any applicable laws, rules, regulations, and ordinances, and (ii) plans and specifications previously approved by the Limited Partner;

6.3.64 The aggregate Projected Tax Credits applicable to the Project which are anticipated to be available to the Partnership for the Credit Period is $58,147,744, the amount of Projected Solar Tax Credits applicable to the Project is $298,470 and the aggregate Projected State LIHTC applicable to the Project which are anticipated to be available to the Partnership is $4,800,000;

6.3.65 [Reserved];

6.3.66 The General Partner shall cause the Guarantors (collectively) to maintain (a) Unencumbered Liquid Assets in an amount not less than $5,000,000.00 from the date of this Agreement through the end of the Operating Deficit Guaranty Period then $2,000,000.00 through the end of the Compliance Period, and (b) net worth of not less than $10,000,000.00 (or if greater, the amount of the General Partner's deficit capital account) from the date hereof through the end of the Compliance Period, as reflected in Guarantor's annual financial statements delivered to the Asset Manager pursuant to Section 8.4.2(iii).

6.3.67 Except as expressly provided otherwise in this Agreement, if the General Partner is required by the terms of this Agreement to make an additional Capital Contribution in the performance of its obligations hereunder, the General Partner shall give the Limited Partner and State Limited Partner ten (10) business days' prior written notice and the Limited Partner shall have the right, based on the advice of its tax counsel, to provide written direction to the General Partner within such ten (10) business day period confirming that the action to be taken shall be structured as the making of a Capital Contribution or redirecting the General Partner to structure the action as a loan to the Partnership in the same amount in lieu of a Capital Contribution. General Partner agrees to abide by such direction from the Limited Partner, provided that if the Limited Partner fails to respond to the General Partner's notice within such ten (10) business day period, the General Partner may proceed to satisfy its obligations by making the additional Capital Contribution in accordance with the terms of this Partnership Agreement;

6.3.68 The General Partner shall cause all Project-related financing to be closed in accordance with the Projections and the terms and conditions of this Agreement, and in furtherance of the foregoing, the Limited Partner, Special Limited Partner and State Limited Partner hereby acknowledge the General Partner's authority to execute the Loan Documents on behalf of the Partnership;

6.3.69 The General Partner shall (i) cause the Partnership to make an election under Section 163(j)(7)(B) of the Code to allow the deductibility of interest; and (ii) cause the Partnership not to elect out of claiming any bonus depreciation available to it;

6.3.70 The Taxable Loan shall be repaid no later than the date that the Third Installment is made and the Limited Partner and State Limited Partner shall be provided notice by the General Partner at least thirty (30) days before such event;

6.3.71 The General Partner has and will at all times file all necessary information required by the CTA with respect to itself and the Partnership; provided, the Limited Partner and State Limited Partner have provided the Limited Partner's and State Limited Partner's information required for such CTA filing regarding the Partnership;

6.3.72 The General Partner, on behalf of the Partnership and at the Partnership's reasonable expense, shall file any and all information required by the CTA within the time frames required by the CTA and shall provide the Limited Partner and State Limited Partner with proof of such filing and a copy of the same; provided, the Limited Partner and State Limited Partner have provided the Limited Partner's and State Limited Partner's information required for such CTA filing regarding the Partnership;

6.3.73 Limited Partner and State Limited Partner acknowledge that the General Partner will elect the average income test set forth in Section 42(g)(1)(C) of the Code (the "Average Income Test") as the minimum low-income set-aside for the Project on the Form 8609;

6.3.74 Pursuant to Section 6.3.73:

(i) The General Partner shall make any election required to utilize the average income test of Section 42(g)(1)(C) of the Code and shall comply with any and all related guidance and Regulations adopted by the State Agency and/or published by the IRS to allow 100% of the residential units in the Project to qualify for Tax Credits;

(ii) Prior to the initial occupancy of any of the Residential Units, the General Partner shall, at the times and in the manner required by the State Agency and IRS, designate such 20% AMI, 30% AMI, 40%, AMI, 50% AMI, 60% AMI, 70% AMI and 80% AMI Residential Units for purposes of the Average Income Test, as approved by the Asset Manager in its sole discretion ("Unit Designations");

(iii) The General Partner shall, prior to initial occupancy of the Residential Units, and annually thereafter, at the times and in the manner required by the State Agency and IRS, designate a Qualified Group both for the minimum set aside and for the applicable fraction as required by Treas. Reg. Section 1.42-19.

(iv) The General Partner shall ensure that all units comply with the Average Income Test as the rules for such test may be published, updated, revised or clarified by the State Agency, the IRS or the Limited Partner's consultant, if any, with respect to the Average Income Test and the same will not be considered to be a change in law or otherwise excuse the General Partner's and Partnership's full compliance with the applicable requirements of the Average Income Test.

(v) If at any time the Partnership or the General Partner receives a notice from the State Agency or the IRS that it is not in compliance with the Average Income Test or if the General Partner is aware that any unit at or below the 60% AMI designation is out of compliance and such unit being out of compliance would cause the overall average AMI designation of the Residential Units to be less than 60% or the previously designated Qualified Groups to not satisfy the requirements of a Qualified Group, the General Partner shall promptly notify the Limited Partner and State Limited Partner of such event. The General Partner shall promptly take corrective actions for such noncompliance (including re-designating units or Qualified Groups as necessary and permitted), shall notify the Limited Partner and State Limited Partner of such corrective actions and shall provide the Limited Partner and State Limited Partner with copies of all reporting to the State Housing Finance Agency related to such corrective actions;

(vi) [Reserved];

(vii) The General Partner will provide to the Asset Manager at least annually the Project's rent roll and, upon the request of the Asset Manager provide information about the Property Manager's software with respect to the Average Income Test. If the Asset Manager is not satisfied with the software, the Asset Manager may request that the General Partner engage the Property Manager in a discussion regarding updating Property Manager's lease tracking software to one that can accommodate income averaging;

(viii) Any adjuster under Section 6.9.3 attributable to the noncompliance of a Unit and any other Unit removed from the Qualified Group of Units to return the average of the imputed income limitations of the low-income Units in the Project to below 60% of area median income shall be payable in the year they are assessed unless waived by the Limited Partner;

(ix) The General Partner covenants that compliance with the Average Income Test will not conflict with or violate the terms of any other funding source to the Project.

(x) The General Partner shall provide the Limited Partner and State Limited Partner, within ten (10) Business Days of a designation or re-designation, the designation of each unit in each Qualified Group with respect to the Project.

(xi) Annually, the General Partner shall provide to the Limited Partner and State Limited Partner copies of all annual tests and reporting required by the applicable State Housing Finance Agency and/or the IRS related to the Average Income Test, including (x) a calculation for the applicable fraction as required by Treas. Reg. Section 1.42-19 showing the average does not exceed 60% AMI; (y) the Qualified Group of Units that constitutes 40% or more of the units used to satisfy the Average Income Test; and (z) any unit designation changes from the prior year.

(xii) Unless otherwise approved by the Asset Manager, the General Partner will make one multiple building election for all buildings in the Project; and

6.3.75 The General Partner hereby represents and warrants the following:

(i) It shall not engage, has not engaged and does not engage, in any business other than being a Partner of the Partnership;

(ii) It shall not enter into and has not entered into any contract or agreement on behalf of the Partnership with any Affiliate of the General Partner, any constituent party of the General Partner or any Affiliate of the General Partner or of any constituent party, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's length basis with third parties other than any such party;

(iii) To the extent that the General Partner and/or any of its Affiliates: (a) occupy any premises in the same location; (b) share the same officers and other employees; (c) jointly contract or do business with vendors or service providers or share overhead expenses; and (d) contract or do business with vendors or service providers where the goods or services are wholly or partially for the benefit of its Affiliates, the General Partner, to the extent that the General Partner is liable for any such expenses, has and shall always allocate fairly, appropriately and nonarbitrarily any expenses and costs among and between such entities with the result that each entity bears its fair share of all such rent and expenses;

(iv) It has and shall continue to pay its debts and liabilities from its own assets as the same shall become due, provided that the foregoing shall not be construed as a guaranty of the Partnership's obligations except as expressly provided in this Partnership Agreement. No Affiliate has paid any debts or liabilities on behalf of the General Partner;

(v) It has and shall continue to maintain books, financial records and bank accounts that are separate and distinct from the books, financial records and bank accounts of any other Person including any Affiliate;

(vi) The General Partner has and shall continue to maintain separate annual financial statements prepared in accordance with GAAP, showing its assets and liabilities separate and distinct from those of any other entity; in the event the financial statements of the General Partner are consolidated with the financial statements of any other entity, the General Partner has and shall continue to cause to be included in such consolidated financial statements: (a) a narrative description of the separate assets, liabilities, business functions, operations and existence of the General Partner to ensure that such separate assets, liabilities, business functions, operations and existence are readily distinguishable by any entity receiving or relying upon a copy of such consolidated financial statements; and (b) a statement that the General Partner's assets and credit are not available to satisfy the debts of such other entity or any other person;

(vii) It has and shall continue to file its own tax returns and pay its own taxes required to be paid under applicable law;

(viii) It has and shall continue to (a) hold itself out as an entity separate and distinct from any other Person; (b) not identify itself or any of its Affiliates as a division or part of the other; (c) correct any known misunderstanding regarding its separate status; and (d) use separate stationery, invoices, checks, and the like bearing its own name;

(ix) It has and shall continue to conduct its business in its own name so as to avoid or correct any misunderstanding on the part of any creditor concerning the fact that any invoices and other statements of account from creditors of the such Partner are to be addressed and mailed directly to such Partner, though this provision shall not prohibit such mail to be delivered to such Partner c/o any other entity;

(x) It has and intends to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations consistent with the requirements of this Partnership Agreement provided that notwithstanding the foregoing, the such Partner shall not be required to make any additional Capital Contribution except as expressly provided in this Partnership Agreement;

(xi) It has not and shall not commingle any of its assets, funds or liabilities with the assets, funds or liabilities of any other Person or Affiliate;

(xii) It has and shall continue to maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any party;

(xiii) It has not and shall not (a) assume or guaranty the debts of any other Person in a manner that includes a pledge, encumbrance, transfer or hypothecation (whether by operation of law or otherwise) of any assets or interests of the Partnership, (b) hold itself out to be responsible for the debts of another Person in a manner that includes the pledge, encumbrance, transfer or hypothecation of any assets or interests of the Partnership (whether by operation of law or otherwise), (c) otherwise pledge, encumber, transfer or hypothecate the assets of the Partnership for the benefit of another Person or permit the same to occur, or (d) hold the Partnership's credit as being available to satisfy the obligations of any other Person; and

(xiv) All transactions carried out by such Partner have been and will be, in all instances, made in good faith and without intent to hinder, delay or defraud creditors of such Partner.

6.3.76 The General Partner shall cause the Partnership to construct Solar Equipment that qualifies the Partnership for the Solar Tax Credits. Notwithstanding anything to the contrary set forth in this Agreement, without the consent of the Limited Partner:

(i) If not previously provided, the General Partner shall submit to the Limited Partner for approval, prior to the commencement of work on the Solar Equipment, proof of insurance prior to commencement of any work with respect to the Solar Equipment;

(ii) The Project will either (a) have a maximum net output of less than one megawatt of power (as measured in alternating current) or (b) will comply with the Prevailing Wage or Apprenticeship Requirements in Section 48E(d)(3) and 48E(d)(4) of the Code;

(iii) Title to the Solar Equipment shall at all times remain in the Partnership and the Partnership will not transfer, sell, lease or license the Solar Equipment;

(iv) The Partnership shall not enter into contractual arrangements with a utility company to sell the energy output from the Solar Equipment, provided that the Partnership may receive a credit from the utility company on future energy bills for any excess energy output;

(v) No energy output from the Solar Equipment shall be sold to tenants or used in the Project except in its common areas and Project paid utilities;

(vi) T
he Solar Equipment may not be removed from the Project or dismantled;

(vii) D
uring the Solar Period, the Solar Equipment shall remain operational at all times after installation, provided there may be temporary interruptions in service for repair of the Solar Equipment;

(viii) T
he Partnership may not install any additional Solar Equipment; and

(ix) No proceeds of the Bonds will be allocated to the cost of the qualified facility installed in the Project that entitles the Partnership to the Solar Credits.

6.3.73 **Specific Obligations of General Partner.** The General Partner shall, on behalf of and in the name of the Partnership and in addition to any obligations placed upon it elsewhere in this Partnership Agreement, have the following specific obligations:**Securities Law Matters and Corporate Transparency Act Compliance**.

(ix) The General Partner shall prepare and file appropriate reports for the Partnership, if any, with the Securities and Exchange Commission and state securities administrators.

(x) The General Partner shall be required to file any information required by the Corporate Transparency Act (31 U.S.C. Section 5333, et seq.), regulations issued by the United States Department of the Treasury thereunder (31 C.F.R. Part 1010), and any other state or federal law relating to beneficial ownership disclosure (collectively, the "CTA"). Each Partner hereby consents to any filings required to be made by the Partnership under the CTA. Each Partner shall provide such information concerning itself and its beneficial owners as is reasonably required in order to comply with the CTA.

6.3.74 **Limited Partnership Status**. The General Partner shall (i) file such certificates and do such other acts as may be required to qualify and maintain the Partnership as a limited partnership under the Act and to qualify the Partnership to transact business in all such jurisdictions as may be required under applicable provisions of law and (ii) take or cause the Partnership to take all reasonable steps deemed necessary by counsel to the Partnership to assure that the Partnership is at all times classified as a partnership for federal and state income tax purposes.

6.3.75 Intentionally Omitted.

6.3.76 **Governmental Filings**. The General Partner shall prepare, sign, and submit to the IRS, the State Housing Finance Agency, and any other governmental authority having jurisdiction over the Project Property, on a timely basis, any and all annual reports, information returns, and other certifications and information required by any such governmental agency. The General Partner shall comply with all other applicable requirements of any federal, state, or local agency having jurisdiction over the Project Property, including, without limitation, any requirements of any such governmental agency with respect to the funding and maintenance of any operating or replacement reserves for the Project Property.

6.3.77 **Bank Accounts**. The General Partner shall establish in the name and on behalf of the Partnership such bank accounts as shall be required to facilitate the operation of the Partnership's business. The Partnership's funds shall not be commingled with any other funds of the General Partner or any of its Affiliates, including without limitation, any other partnership in which the General Partner is a partner. Funds of the Partnership held in bank accounts shall be deposited in one or more interest bearing accounts maintained in FDIC insured banking institutions, with no such account having a balance in excess of the maximum insured amount, or in Temporary Permitted Investments. If the Partnership incurs any loss due to any Partnership funds being deposited in FDIC insured accounts with balances in excess of the maximum insured amount, the General Partner and the Guarantor (pursuant to the Guaranty Agreement) shall be absolutely and unconditionally liable to the Partnership, State Limited Partner and the Limited Partner with respect to any such loss. Promptly upon the request of the Limited Partner or State Limited Partner, the General Partner shall obtain and deliver to the Limited Partner full, complete, and accurate statements of the amount and status of all Partnership bank accounts and all withdrawals therefrom and deposits thereto.

6.3.78 **Guaranties**. The General Partner shall have the following guaranty obligations.

(ix) Development Completion Guaranty.

(a) The General Partner hereby absolutely and unconditionally guaranties to the Partnership, State Limited Partner and the Limited Partner that the Project Property will be constructed in a good and workmanlike manner free and clear of all mechanics', materialmen's, and similar liens, substantially in accordance with the Plans and Specifications and substantially in accordance with the terms, conditions and provisions of the Construction Loan, Subordinate Cash Flow Loans, Permanent Loan, and this Partnership Agreement, will be equipped with all necessary and appropriate fixtures, equipment and personal property on or before the later of the Construction Completion Date and the date the Project receives a final Certificate of Occupancy, and the Project will be leased-up in accordance with the Projections. The obligations of the General Partner under the Development Completion Guaranty shall be unlimited in amount and shall include, without limitation, the obligation to provide all funds (a) required of the Partnership to complete construction of the Project Property and to repair any latent defects that occur within twelve months of completion of construction (to the extent not then available under the Construction Loan, Subordinate Cash Flow Loans, Permanent Loan, or Capital Contributions), (b) needed for unanticipated or additional development or construction costs, on and off- site escrows, taxes, insurance premiums, interest, funding of Operating Deficits, reserves, escrows, legal expenses, accounting expenses until the Project achieves Stabilized Occupancy, (c) needed to convert the Construction Loan to the Permanent Loan; and (d) required to pay the Right-Sized Payment

Amount and any other amounts due from the General Partner under Section 6.4.6(i)(b) hereof. The repayment of any borrowings arranged by the General Partner to fund its obligations under this Section 6.4.6(i) are the sole obligation of the General Partner. Funds made available by the General Partner to fulfill its obligations pursuant to this Section 6.4.6(i) shall be accounted for as unsecured loans to the Partnership by the General Partner and may be reimbursed to the General Partner, bearing interest at the greater of (1) the long term annually compounding Applicable Federal Rate or (2) the Prime Rate, per annum, compounding annually, in accordance with Section 5.1 hereof, or out of the proceeds of refinancing or sale pursuant to Section 5.2 hereof. If the construction cost overruns are due to the gross negligence or willful misconduct of the General Partner or any of its Affiliates, then any guaranty advances made by the General Partner to cover such costs shall be deemed to be capital contributions. Notwithstanding anything to the contrary above, funds provided by the General Partner under this Section 6.4.6(i) shall not be treated as loans, capital contributions or otherwise be reimbursable to the General Partner if and to the extent necessary to enable the Partnership to satisfy the 50% Bond Test. Upon achieving Stabilized Occupancy and the conversion of the Permanent Loan, this completion guaranty shall terminate and be of no further force and effect.

(b) If, immediately prior to the conversion of the Construction Loan to the Permanent Loan, the Right-Sized Permanent Loan Amount is less than the Permanent Loan amount that is set forth in the Projections (the difference between the two amounts being referred to herein as the "Right-Sized Payment Amount"), then the amount of the Permanent Loan shall be reduced to the Right-Sized Permanent Loan Amount and the General Partner shall be required, as part of its Development Completion Guaranty, to provide funds to the Partnership in an amount equal to the sum of (a) the Right-Sized Payment Amount plus (b) an amount equal to any penalties or premiums the Partnership is obligated to pay to the Permanent Lender due to the reduction of the Permanent Loan amount to the Right-Sized Permanent Loan Amount. Any funds provided by the General Partner in accordance with the preceding clause (b) shall be promptly paid by the Partnership to the Permanent Lender. If, however, the Partnership is prohibited from reducing the amount of the Permanent Loan pursuant to the Permanent Loan Documents, then the General Partner using their own funds shall deposit into the Operating Reserve Account an amount equal to the Right-Sized Payment Amount.

(c) The obligations of the General Partner under this Section 6.4.6(i) may be satisfied by, in addition to any cash payments, the full or partial deferral of the payment of the Non-Deferred Developer Fee, to the extent that the Limited Partner's tax counsel approves such deferral and the inclusion of the entire Developer Fee in depreciable and eligible basis after such deferral.

(x) **Operating Deficit Guaranty**. The General Partner shall be required, upon the reduction of the Operating Reserve Account to zero, to promptly provide funds to the Partnership from time to time as needed in an amount up to the Operating Deficit Guaranty Amount for Operating Deficits occurring during the Operating Deficit Guaranty Period. Repayment of any letters of credit or other borrowings arranged by the General Partner to meet its obligations under this Section 6.4.6(ii) shall be the sole obligation of the General Partner. Funds made available by the General Partner to fulfill its obligations pursuant to this Section 6.4.6(ii) shall be accounted for as unsecured loans to the Partnership by the General Partner and may be reimbursed to the General Partner, with interest at the long term Applicable Federal Rate per annum, compounding annually, in accordance with Section 5.1 hereof, or out of the proceeds of refinancing or sale pursuant to Section 5.2 hereof. If the Operating Deficits overruns are due to the gross negligence or willful misconduct of the General Partner, then any guaranty advances made by the General Partner to cover such costs shall be deemed to be capital contributions.

(xi) **Cumulative Guaranty Obligations**. The various guaranty obligations under this Section 6.4.6 are cumulative, not concurrent. Any limitation of liability under one guaranty shall not affect the amount of liability under any other guaranty, and any payment of obligations under one guaranty shall not reduce the amount of liability under any other guaranty.

6.3.79 Required Reserves.

(i) **Operating Reserve**. The General Partner shall establish an operating reserve (the "Operating Reserve") to fund Operating Deficits incurred by the Partnership. The Operating Reserve shall be funded from Limited Partner's and State Limited Partner's Third Installment of Project Equity in the amount of $1,163,716 held in a separate bank account (the "Operating Reserve Account"), controlled by the General Partner (or a Project Lender, if required by such Lender). The Operating Reserve Account shall be maintained until the end of the Project's Compliance Period. Throughout the Compliance Period, the General Partner shall also be obligated, to the extent funds are available, to replenish the Operating Reserve Account up to the Operating Reserve Target Amount out of Cash Flow in accordance with Section 5.1 hereof or from sales or refinancings (prior to the distribution of Net Cash from Sales and Refinancings). Withdrawals from the Operating Reserve Account will require the prior written approval of the Asset Manager. If the Operating Reserve Account is under the control of a Project Lender, the General Partner shall first obtain the approval of the Asset Manager, not to be unreasonably withheld, conditioned, or delayed prior to obtaining the consent of the Project Lender. Within fifteen (15) days of receipt by the Asset Manager of such request, the Asset Manager shall notify the General Partner whether the request has been approved, disapproved or whether additional information is needed to evaluate the request. If the Asset Manager does not respond within such fifteen (15) day period, the withdrawal request will be deemed to be approved. Upon depletion of all of the funds in the Operating Reserve Account, any continuing shortfalls shall be funded pursuant to the Operating Deficit Guaranty described above in Section 6.4.6(ii). Subject to the requirements of the

State Housing Finance Agency or any Lender, any funds remaining in the Operating Reserve Account upon the earlier of (a) the end of the Compliance Period; (b) the sale of the Project; or (c) the sale of the Partnership Interest of the Limited Partner shall be released from the Operating Reserve Account and distributed to the Partners in accordance with Section 5.2 or Section 11.2 hereof, as applicable.

(ii) **Replacement Reserve**. The General Partner shall establish a replacement reserve (the "Replacement Reserve") to fund capital improvements and repairs to the Project. The Replacement Reserve shall be funded from the Limited Partner's and State Limited Partner's Third Installment of Project Equity in the amount of $38,143. The General Partner shall also fund the Replacement Reserve with proceeds from Gross Cash Receipts beginning upon Placement in Service of the Project. The Replacement Reserve shall be held in a separate bank account (the "Replacement Reserve Account"), controlled by the General Partner (or a Project Lender, if required by such lender), and maintained throughout the Project's Compliance Period. The General Partner will be required to fund the Replacement Reserve Account on a cumulative basis, annually, in an amount equal to the greater of $300 per unit per year (to be increased annually by 3%) or such amount as required by any Project Lender, from Gross Cash Receipts prior to distribution of Cash Flow. Withdrawals from the Replacement Reserve Account during any calendar year that in the aggregate exceed the lesser of Seventeen Thousand Five Hundred and No/100 Dollars ($17,500.00) or twenty-five percent (25%) of the amount of any remaining funds in the Replacement Reserve Account at such time, shall require the written approval of the General Partner and the Asset Manager not to be unreasonably withheld, conditioned, or delayed. Within ten (10) business days of receipt by the Asset Manager of such request, the Asset Manager shall notify the General Partner whether the request has been approved, disapproved or whether additional information is needed to evaluate the request. If the Asset Manager does not respond within such ten (10) business day period, the withdrawal request will be deemed to be approved. Notwithstanding the foregoing, any line item in any annual budget for use of any funds in the Replacement Reserve Account shall be deemed approved upon approval of the Asset Manager of such annual budget. Any funds remaining in the Replacement Reserve Account upon the sale of the Project or the Partnership Interest of the Limited Partner shall, subject to any required Lender consent, be released from the Replacement Reserve Account and distributed to the Partners in accordance with Section 5.2 or Section 11.2 hereof, as applicable. After the completion of the seventh (7th) year of the Project's Compliance Period, the Asset Manager shall have the right to require a physical assessment of the Project pursuant to which the amount required to be maintained in the Replacement Reserve Account may be increased at the discretion of the Asset Manager.

(iii) **Bond Reserve**. The General Partner shall establish a bond reserve (the "Bond Reserve") [to fund debt service on the Permanent Loan in the event of Operating Deficits as required by the Permanent Lender]. The Bond Reserve shall be funded from Limited Partner's and State Limited Partner's Third Installment of Project Equity in the amount of $69,823 held in a separate bank account (the "Bond

Reserve Account"), controlled by the General Partner (or a Project Lender, if required by such Lender). The Bond Reserve Account shall be maintained until the end of the Project's Compliance Period. Throughout the Compliance Period, [the General Partner shall also be obligated, to the extent funds are available, to replenish the Bond Reserve Account out of Cash Flow in accordance with Section 5.1 hereof or from sales or refinancings (prior to the distribution of Net Cash from Sales and Refinancings)]. Withdrawals from the Bond Reserve Account will require the prior written approval of the Asset Manager. If the Bond Reserve Account is under the control of a Project Lender, the General Partner shall first obtain the approval of the Asset Manager, not to be unreasonably withheld, conditioned, or delayed prior to obtaining the consent of the Project Lender. Within fifteen (15) days of receipt by the Asset Manager of such request, the Asset Manager shall notify the General Partner whether the request has been approved, disapproved or whether additional information is needed to evaluate the request. If the Asset Manager does not respond within such fifteen (15) day period, the withdrawal request will be deemed to be approved. Subject to the requirements of the State Housing Finance Agency or any Lender, any funds remaining in the Bond Reserve Account upon the earlier of (a) the end of the Compliance Period; (b) the sale of the Project; or (c) the sale of the Partnership Interest of the Limited Partner shall be released from the Bond Reserve Account and distributed to the Partners in accordance with Section 5.2 or Section 11.2 hereof, as applicable.

To the extent permitted under the Loan Documents, the above reserves shall be held in segregated interest bearing accounts. Any failure to obtain any required approval of the Asset Manager or failure to provide the Asset Manager with proper notice shall constitute an Event of Default under Section 10.6 below. Any interest earned with respect to any of the above reserve accounts shall be deposited into that respective reserve account for the benefit of the Partnership.

6.3.80 **Qualified Occupancy**. The General Partner shall use its best efforts to cause the Project Property to achieve Qualified Occupancy on or before the Qualified Occupancy Date.

6.3.81 **Property Management**. The General Partner, on behalf of the Partnership shall enter into a Property Management Agreement with the Property Management Agent for the physical property management and leasing of the Project, in form and of content as set forth in a separate document approved in writing by the General Partner and the Asset Manager. The General on behalf of the Partnership, shall diligently enforce all of the obligations of the Property Management Agent under the Property Management Agreement and shall perform all of the Partnership's obligations as owner thereunder, subject to the following terms and conditions:

(ix) **Renewal or Successor Agreements**. Upon the termination of such Property Management Agreement or any subsequent Property Management Agreement, the General Partner shall renew the same or enter into an agreement that does not differ materially from the initial Property Management Agreement in Property Management Agent obligations and owner remedies, or in any other respect, with the same Property Management Agent or another Property

Management Agent of at least comparable ability and experience who can reasonably be expected to perform at least as well, subject to the requirements of subparagraphs (ii) and (iii) hereinbelow.

(x) **Notice and Consultation**. If the General Partner wishes to enter into a new form of management agreement or retain the services of a different Property Management Agent, it shall give the Asset Manager at least thirty (30) business days' prior written notice of the proposed change, accompanied by a copy of any proposed new Property Management Agreement and a written description of the identity and qualifications of any proposed new Property Management Agent, and the General Partner shall consult with the Asset Manager regarding the proposed change.

(xi) **Asset Manager and General Partner Consent**. Under any circumstances, the General Partner shall not enter into a new management agreement materially different from the initial Property Management Agreement in any respect without the prior written consent of the Asset Manager and General Partner as to the form and content of such new management agreement, nor shall the General Partner retain the services of a property management agent other than a property management agent previously approved by the Asset Manager without the prior written consent of the Asset Manager and General Partner as to the identity and qualifications of such new property management agent, provided such consent shall not be unreasonably withheld, conditioned or delayed. For purposes of this provision, a management agreement shall be deemed to be materially different if the agreement involves a change in the parties, services or fees (except for typical periodic increases) to be provided to the Property Management Agent.

(xii) **Termination of Non-Performing Property Management Agent**. If the Property Management Agent fails to perform any of its obligations under the Property Management Agreement, whether general or specific obligations, in any material respect, including without limitation, failure to capably manage the Project as measured by sustained high Project vacancies, delinquent rents, or Operating Deficits (in each case beyond levels specified in the Projections), inadequate maintenance, or failure to qualify tenants under low-income housing tax credit requirements, or repeated failure to provide or unreasonable delay in providing accurate financial or operating reports to the General Partner, State Limited Partner and the Limited Partner, the General Partner shall promptly comply with the terms of the Property Management Agreement regarding notice to the Property Management Agent and its opportunity to cure. The General Partner shall also simultaneously provide the Asset Manager with a copy of this notice and any documentation explaining why the Property Management Agent should not be terminated for cause. Upon expiration of the applicable cure period, and the failure of the Property Management Agent to cure its breach of the Property Management Agreement, the General Partner shall consult with the Asset Manager as to whether or not the Property Management Agent should be retained and, if so, under what terms and conditions. Unless within ten (10) business days of the delivery of this notice the Asset Manager consents in writing to the retention of the managing agent, the General Partner shall terminate the Property Management Agent for cause, in accordance with the terms of the Property Management Agreement. The General Partner shall also immediately enter into a new Property Management Agreement with a substitute Property Management Agent, subject to the prior written consent of the Asset Manager. For purposes of this Section 6.4.9(iv), "cause" shall include, but not be limited to, any one of the following: (a) failure to promptly and competently perform (after any applicable notice and within the applicable cure period) all duties of the Property Management Agent under the Property Management Agreement with the Partnership, (b) failure of the Project to generate at least 80% of the Projected Tax Credits in any calendar year, (c) failure to materially comply with the record keeping, tenant qualification and rental requirements of the Extended Use Agreement and Section 42 of the Code and the Regulations, rulings, and policies related thereto, (d) material mismanagement of the Project, or (e) if the Property Management Agent is an Affiliate of the General Partner, removal of the General Partner pursuant to Section 10.6 hereof.

(xiii) **Removal of Non-Complying General Partner**. If the General Partner fails to comply with any of the requirements of this Section 6.4.9, it may be removed for cause pursuant to Section 10.6 hereof.

All Property Management Agreements shall contain specific provisions requiring the Property Management Agent to rent to low-income tenants at the level required to maintain Qualified Occupancy, to obtain prior written approval of the General Partner for any deviation from such level, to obtain tenant income certifications and employer and/or other relevant verifications of tenant income, to determine low-income tenant eligibility for tax credit purposes, to deliver certifications of its compliance with these requirements and of Project rent rolls upon Qualified Occupancy and annually prior to the times such information is required for low-income housing tax credit purposes, to keep records of such low-income rental and occupancy and deliver copies of leases, certifications, and verifications to the Partnership, and to prepare elections, certifications, and any other materials contemplated by Section 6.4.12 hereof, to the extent necessary or advisable to qualify for and maintain the Tax Credit and any other available Tax Benefits in connection with such rental and occupancy. Where the Property Management Agent is the General Partner or its Affiliate, each management agreement shall provide that the property management agent's monthly fees are accrued and subordinated to payment of Operating Deficits until funds are available to pay such fees.

6.3.82 **Cooperation with Asset Manager**. The General Partner shall cooperate and shall cause the Property Management Agent to cooperate fully with the Asset Manager so that the Asset Manager may carry out its duties and obligations. In the event that the Asset Manager is replaced or substituted by the Limited Partner, in its sole and absolute discretion, all rights, duties and obligations of the Asset Manager shall be assumed by and inure to the benefit of any such substitute or replacement Asset Manager upon delivery of notice by the Limited Partner to the General Partner of such replacement or substitution.

6.3.83 **Rental Program**. The General Partner shall cause the Project to be rented to low-income tenants to the extent projected in the Projections. Without limitation of the foregoing, the General Partner shall (i) use its best efforts to achieve Qualified Occupancy (as defined in Article I) within the time specified in the Projections; (ii) comply with the rent schedule set forth in the Projections; (iii) cause to be kept all records of rental and occupancy throughout the Compliance Period; (iv) cause the Property Management Agent to comply with all income certification or other record-keeping requirements of the Code and Regulations, and of prudent management accounting practices, to support the claim of a low-income housing tax credit based on the occupancy requirements for the Project and any other material Tax Benefits resulting from such low-income occupancy of the Project; and (v) take such other actions required under Section 6.4.12 below to claim all available Tax Benefits in connection therewith. The General Partner and the Property Management Agent shall comply with all income certification or other record-keeping requirements of the Code and Regulations, and of prudent management accounting practices, to support the claim of a Tax Credit based on the occupancy requirements for the Project and any other material Tax Benefits resulting from such low-income occupancy of the Project.

6.3.84 **Tax Benefits Requirements**. The General Partner acknowledges that it is of great importance that the Tax Credits and all other Tax Benefits contemplated in the Projections be achieved and maintained. Accordingly, the General Partner agrees as follows:

(ix) **No Delays**. The General Partner shall not cause or suffer any delay in Placement in Service or Qualified Occupancy that would reduce such anticipated Tax Benefits.

(x) **Record-Keeping**. The General Partner shall cause to be kept all records and cause to be made all elections and certifications, pertaining to the number and size of apartment units, occupancy thereof by tenants, income levels of tenants, set-aside for low-income tenants, and any other matters now or hereafter required to qualify for and maintain the Tax Credits and any other available Tax Benefits in connection with low-income occupancy of the Project.

(xi) **Set-Aside Election**. The General Partner shall elect the minimum low-income set-aside requirement specified in the Projections within twelve (12) months after Placement in Service or such other time period as may hereafter be required by the Code or Regulations thereunder for such Tax Credits, provided that in the event it becomes reasonably certain that such set-aside either will not be met or will be exceeded, the General Partner shall promptly so notify the Partners in writing and shall proceed to elect such other minimum set-aside requirement as will best protect or enhance the projected Tax Benefits to the Partners under the circumstances.

(xii) **Initial Tax Credit Year**. The General Partner shall elect, upon the request of the Limited Partner or subject to the approval of the Limited Partner, to claim such Tax Credits for each Building in the Project commencing with the earlier of the year in which Qualified Occupancy for such Building is achieved or (if the Partnership, with the express consent of the Limited Partner, makes a timely election pursuant to Code Section 42(f)(1)(B)) the year succeeding the year in which Placement in Service occurs. The General Partner shall develop and lease the Project so that the initial year during which such Tax Credits is claimed will be no later than the year specified in the Projections.

(xiii) **Annual Compliance Procedures**. As soon as feasible after Qualified Occupancy has occurred and annually thereafter, prior to the times such information is required for Tax Credit reporting purposes, the General Partner shall:

(a) cause the Partnership's Property Management Agent to submit to the Partnership the certifications and all other applicable materials related to low-income leasing described in Section 6.4.11 hereof;

(b) check and verify the same against leases, certifications, and other appropriate back-up materials to the extent necessary or advisable to determine with reasonable assurance that the low-income leasing requirements have been met for Tax Credit purposes; and

(c) execute and deliver to the Limited Partner and State Limited Partner a certification, in form reasonably acceptable to the Limited Partner and State Limited Partner, stating that the General Partner has complied with the foregoing requirements and attaching copies of the managing agent's certification and rent roll in a format reasonably acceptable to the Limited Partner and State Limited Partner.

The General Partner's initial certification following Qualified Occupancy shall also specify the Qualified Occupancy Date.

(xiv) **Cost Accounting**. As soon as feasible after Placement in Service has occurred, prior to the time such information is required for Tax Credit reporting purposes, the General Partner shall:

(a) cause the Accountant to submit to the General Partner a letter, as required by the State Housing Finance Agency and in a form and content reasonably acceptable to the Limited Partner and State Limited Partner, certifying that the Accountant has examined the Partnership's books and records for the Project and, subject to any changes in facts or applicable law, is prepared to sign a tax return for the Partnership reflecting that all costs specified in the letter or in an attached schedule are includable in qualified basis for the Tax Credits; and

(b) execute and deliver to the Limited Partner and State Limited Partner a Cost Certification, in form and content reasonably acceptable to the Limited Partner and State Limited Partner, stating that the amounts described in the Accountant's letter accurately reflect Project costs incurred and attaching a copy of such letter.

(xv) **Tax Filings**. The General Partner shall properly reflect all Tax Credits and other Tax Benefits in preparing and filing federal return of income forms on behalf of the Partnership in accordance with Section 8.4 hereof. Notwithstanding anything in this Partnership Agreement to the contrary, in no event shall the General Partner cause or suffer any delay in the filing of such form covering the year in which Qualified Occupancy occurred. The General Partner shall obtain and deliver to the Limited Partner and State Limited Partner at the earliest feasible time a fully executed Form 8609 and the State Allocation Certificate.

(xvi) **Compliance Certifications**. The General Partner shall certify compliance with the elected set-aside requirement and report the dollar amount of Qualified Basis, maximum Applicable Percentage and Qualified Basis under the State Housing Finance Agency allocation, date of Placement in Service, and any other information required for the aforesaid Tax Credit within ninety (90) days after the end of the first taxable year for which such Tax Credit is claimed and for each taxable year thereafter during the Compliance Period for such Tax Credit, or such other time periods as may hereafter be required by the Code or Regulations thereunder for such Tax Credit.

(xvii) **Notice of Tax Benefits Reduction**. In the event at any time it becomes apparent to the General Partner that the Tax Benefits projected in the Projections are likely to be reduced, the General Partner shall promptly notify the Limited Partner and State Limited Partner of the circumstances.

(xviii) **Consequences of Tax Benefits Reduction or Delay**. In the event there is a reduction or delay of Tax Benefits, then the provisions of Section 6.9 hereof relating to reduction in the amount of remaining installments of Limited Partner's and State Limited Partner's Capital Contributions and other consequences described therein shall govern where applicable.

(xix) **Extended Use Agreement**. The General Partner, on behalf of the Partnership, shall enter into an Extended Use Agreement pursuant to Section 42(h)(6) of the Code, in the form of an agreement between the Partnership and the State Housing Finance Agency that has allocated or will allocate Tax Credits to the Project, and shall cause such agreement to be recorded pursuant to state law as a restrictive covenant as soon as feasible but in any event prior to the end of the tax year during which the Project is deemed to achieve Placement in Service under Section 42 of the Code.

(xx) **Local Code Compliance**. The General Partner shall maintain the Project in compliance with rules prescribed by the Secretary of Treasury pursuant to Section 42(i)(3)(B)(ii) of the Code. The General Partner shall also promptly provide the Limited Partner and State Limited Partner with any notice or other documentation sent by any federal, state or local governmental agency that the Project may be in violation of any health, environmental, safety, building, or other federal, state or local statute, regulation, or ordinance. With respect to building code or Environmental Law violations that are to be corrected during the construction or rehabilitation of the Project (if applicable), the General Partner shall certify or shall cause the Architect or the project general contractor to certify upon completion of the Project that such building code and Environmental Law violations have been corrected. In lieu of a certification regarding the correction of building code violations, the General Partner may obtain or cause to be obtained a current owner's title insurance policy indicating that no building code violations exist at the time construction or rehabilitation is completed.

(xxi) **Bond Documents**. The General Partner shall obtain and deliver to the Limited Partner and State Limited Partner at the time of execution of this Partnership Agreement the following:

(a) documentation from the State Housing Finance Agency stating that the Project satisfies the State Housing Finance Agency's QAP and project feasibility requirements; and

(b) a letter from the Issuer or a tax opinion stating that the Bonds are subject to the Project State's volume cap restrictions.

(xxii) **Depreciation Schedule**. The General Partner shall take all acts and make any necessary filings or elections to cause the Project's improvements to be depreciated for tax purposes in accordance with the Projections and shall not take any action or permit any event or circumstances to occur which would cause depreciation of the Project's improvements to be changed therefrom. The General Partner shall cause to be kept adequate records of any such filings or elections and all other matters applicable to the Partnership's depreciation of the Project's improvements.

6.3.85 **Mold Inspections**. The General Partner agree to inspect the Project Property at least once annually for the presence of any mold, fungus or moisture buildup in or on the Project Property. In the event any mold, fungus or moisture buildup is identified in or on the Project Property, the General Partner shall notify the Limited Partner and State Limited Partner within ten (10) business days and shall consult with the Limited Partner and State Limited Partner regarding the need to hire an environmental consultant to evaluate the mold, fungus or moisture buildup and the need to prepare and implement a remediation plan.

6.3.86 **Fees for Services Rendered.** The Partnership shall pay the following described fees to the Partners or Affiliates of one or more Partners indicated below:**Development Fee**. As provided in the Development Fee Agreement and Section 3.2 hereof, the Partnership shall pay the Development Fee to the Developer for the services and obligations described in the Development Fee Agreement.

6.3.87 **General Partner Asset Management Fee.** The Partnership shall pay to the General Partner a General Partner Asset Management Fee, on an annual, cumulative basis, in the priority specified in Section 5.1.1 from Cash Flow and in Section 5.2.1 from Net Cash from Sales and Refinancing to compensate the General Partner for managing the Partnership's operations and assets and coordinating the preparation of the required State Housing Finance Agency, federal, state, and local tax and other required filings and financial reports.

6.3.88 **Special Limited Partner Asset Management Fee.** The Partnership shall pay to the Special Limited Partner a Special Limited Partner Asset Management Fee, on an annual, cumulative basis, in the priority specified in Section 5.1.1 from Cash Flow and in Section 5.2.1 from Net Cash from Sales and Refinancing to compensate the Special Limited Partner for monitoring the Partnership's operations and assets and coordinating the preparation of all local tax and other required filings and financial reports to maintain the real property tax exemption on the Project.

6.3.89 **Asset Management Fee**. The Partnership shall pay the Asset Management Fee annually to the Asset Manager for property management oversight, tax credit compliance monitoring, and related services. The Asset Manager will not incur any liability to the General Partner or the Partnership as a result of the Asset Manager's performance of or failure to perform its asset management services. The Asset Manager owes no duty to the General Partner or the Partnership and may only be terminated by the Limited Partner.

6.3.90 **Disposition Fee**. Upon the sale of the Project at any time or the Limited Partner's Partnership Interest after the end of the Tax Credit Period to a third party not related to either the General Partner or the Limited Partner, the Partnership shall pay a Disposition Fee in the total amount of the lesser of (i) 3% of net sales proceeds, or (ii) $100,000, which shall be divided evenly between the Asset Manager and the General Partner out of the net sales proceeds at the time of closing of the sale of the Project or the Limited Partner's interest in the Partnership.

6.3.91 **Incentive Partnership Management Fee**. The Partnership shall pay an Incentive Partnership Management Fee, on an annual, non-cumulative basis, in the amount and priority specified in Section 5.1.1 hereof to compensate the General Partner for managing the activities of the Partnership, supervising the Property Management Agent, and reporting to the Asset Manager so as to enable the Partnership to comply with all Code requirements for the Tax Credit and to establish eligibility for such Tax Credit with respect to the Project and avoid recapture thereof during the Compliance Period.

6.3.92 **[Reserved]**.

6.3.93 Other Considerations.

(ix) The Development Fee Agreement and any other agreements entered into by the Partnership and the General Partner, Special Limited Partner or any Affiliate thereof will specifically provide that such agreement shall be terminable at the election of the Limited Partner if any General Partner or Special Limited Partner is removed pursuant to Section 10.6 hereof and that, upon the delivery of notice of such removal pursuant to Section 12.1 hereof, the General Partner's obligation to make an additional Capital Contribution in accordance with Section 3.1.3 in the amount of the outstanding balance of the Deferred Development Fee and any accrued and unpaid interest thereon shall be accelerated, and the General Partner shall be obligated to make such additional Capital Contribution within five (5) business days after delivery of notice of removal. The Partnership shall use this Capital Contribution to pay the remaining balance of the Deferred Development Fee and any accrued and unpaid interest thereon, and if the General Partner fails to pay this additional Capital Contribution in full within such five (5) business day period, the Partnership shall receive a dollar credit for payment of the Deferred Development Fee and accrued and unpaid interest thereon for each dollar by which the amount of the additional Capital Contribution so paid by the General Partner is less than the required payment amount. Once proceeds of the General Partner's additional Capital Contribution or any such credits, or both, have been so applied, the Partnership shall have no obligation to make any further payments to the

General Partner or any Affiliate thereof for fees that would otherwise be due and payable pursuant to such agreement.

(x) None of the fee payments or reimbursements to any of the Persons indicated in Section 6.5 or elsewhere in this Partnership Agreement will be considered a distribution of Cash Flow to any Partner pursuant to Section 5.1.2, and, except as otherwise specifically provided herein, the General Partner may make any such reimbursement or fee payment prior to any distribution of any Cash Flow to the Partners under Section 5.1.2.

Notwithstanding Section 6.5.6(ii) above, if the sum of (a) the Incentive Partnership Management Fee, (b) the General Partner Asset Management Fee; (c) any other incentive fees, and (d) the fee payable to the Property Management Agent pursuant to the Property Management Agreement if the Property Management Agent is an Affiliate of the General Partner, exceeds 12% of the gross income of the Partnership, the Incentive Partnership Management Fee shall be reduced so that the total of the fees is equal to 12% of the gross income of the Partnership and the remainder that would otherwise have been treated as an Incentive Partnership Management Fee shall be treated as a distribution to the General Partner as provided in Section 5.1.1.

Outside Ventures of Partners. Any Limited Partner, State Limited Partner or Affiliate of the General Partner or Special Limited Partner may engage in or possess an interest in any other business venture of any type or description, independently or with others (including, without limitation, any venture which may be competitive with the business being conducted by the Partnership) and neither the Partnership, nor any General Partner will, by virtue of this Partnership Agreement, have any right, title or interest in or to such outside ventures or the income or other benefits derived therefrom.

Dealing With Affiliates. The General Partner may employ or retain in any capacity any Partner or Affiliate of any Partner so long as the terms upon which such Partner or such Affiliate is employed or retained are commercially reasonable under the circumstances and comparable to those terms which could be obtained from an independent person for comparable services in the area where the Project is located or the Partnership has its principal office.

6.3.94 **Indemnification of Partnership, State Limited Partner and Limited Partner.** The General Partner hereby agrees to defend, indemnify, and hold harmless the Partnership, State Limited Partner and the Limited Partner and their successors and assigns, from and against any loss, claims, demands, liabilities, lawsuits and other proceedings, judgments, awards, costs, and expenses including, without limitation, reasonable attorneys' fees or damages (including foreseen and unforeseen damages and consequential damages) arising directly or indirectly out of the presence on, under or about the Project Property of any Hazardous Substance, or the use, release, generation, manufacture, storage, or disposal of any Hazardous Substance on, under or about the Project Property.

6.3.95 In the event the Partnership, State Limited Partner or the Limited Partner becomes liable, due to the presence of any Hazardous Substance in the Project, under any statute, regulation, ordinance, or other provision of federal, state, or local law pertaining to the protection of the environment or otherwise pertaining to public health or employee health and safety, including without limitation protection from hazardous waste, lead-based paint, asbestos, methane gas, urea formaldehyde insulation, oil, toxic substance, underground storage tanks, PCBs, and radon, the General Partner shall indemnify and hold harmless the Limited Partner, State Limited Partner and the Partnership for any and all actual out of pocket costs, expenses (including reasonable attorneys' fees), damages, or liabilities incurred by the Limited Partner or State Limited Partner upon demand by the Limited Partner or State Limited Partner at any time and from time to time, to the extent that the Partnership, State Limited Partner or the Limited Partner is required to discharge such costs, expenses, damages, or liabilities in whole or in part from any source. The foregoing indemnification obligations of the General Partner shall be limited if and to the extent the Limited Partner or State Limited Partner participates in the control of the Partnership's business after the formation of the Partnership and such participation is the direct cause of the conditions affecting the Project that resulted in such liability under applicable law and the consequent costs, expenses, damages, or liability of the Limited Partner or State Limited Partner. References in this Section 6.8.2 to the Limited Partner or State Limited Partner shall include each of the Limited Partner's or State Limited Partner's assignee(s) (and their respective partners, if any). The foregoing indemnification shall be a recourse obligation of the General Partner and shall survive the dissolution of the Partnership and/or the death, retirement, incompetency, insolvency, bankruptcy, or withdrawal of the General Partner. The indemnification authorized by this Section 6.8.2 shall include, but not be limited to, the costs and expenses (including reasonable attorneys' fees) of the removal of any liens affecting any property of the indemnitee as a result of such legal action. The parties hereto agree and acknowledge that the Limited Partner's or State Limited Partner's exercise of the rights and approvals reserved to the Limited Partner or State Limited Partner under this Partnership Agreement shall not constitute participation in the control of the Partnership's business for purposes of this paragraph.

6.3.96 The General Partner shall defend, indemnify, and hold harmless the Partnership, the Limited Partner, State Limited Partner, their beneficiaries and their respective successors and assigns from and against any claims, demands, losses, damages, liabilities, lawsuits and other proceedings, judgments, awards, costs, and expenses including, without limitation, attorneys' fees, arising directly or indirectly, in whole or in part, out of the General Partner's gross negligence, fraud, willful misconduct, malfeasance, breach of fiduciary duty or actions performed outside the scope of the authority of the General Partner, or breach of any or all of the representations, warranties, covenants, and agreements contained in this Partnership Agreement, including, without limitation, those contained in Section 6.3 hereof; provided that in no event shall the General Partner be required to indemnify the Limited Partner or State Limited Partner to the extent of the Limited Partner, State Limited Partner or its Affiliates gross negligence or willful misconduct. In addition to the foregoing indemnification, the Partnership, State Limited Partner and/or the Limited Partner may pursue any other available legal or equitable remedy against the General Partner with respect to the General Partner's breach of any of the representations, warranties, or covenants contained herein (a "Covenant Default"), including, without limitation, the Limited Partner's or State Limited Partner's deferral of the payment of its Capital Contribution pursuant to Section 3.2. If a Covenant Default is caused by the failure of the Partnership to generate sufficient funds to maintain the Project or is related to the failure to provide the anticipated Tax Benefits (other than a Covenant

Default causing a loss or recapture of Tax Credits or otherwise specifically described in the definition of Tax Benefits) then the Limited Partner's and State Limited Partner's sole remedies shall be deferral of the payment of its Capital Contributions, enforcement of guaranties and credit adjusters as permitted herein and removal of the General Partner as permitted herein. The General Partner shall defend, indemnify and hold harmless the Limited Partner and State Limited Partner for any liability incurred by it for Partnership obligations (including, without limitation, the Loan Documents), except to the extent that either (i) a court of competent jurisdiction, or (ii) a mediator mutually selected by the General Partner and the Limited Partner, has made a determination that such liability is the result of actions taken by the Limited Partner or State Limited Partner or rights exercised by the Limited Partner or State Limited Partner with respect to the operation of the Limited Partner or State Limited Partner in excess of those actions and rights granted or allowed under this Partnership Agreement or the Act. The General Partner's obligations described in this Section 6.8 shall survive the termination and/or liquidation of the Partnership.

6.3.97 The Partnership hereby agrees, to the extent of its assets, to defend, indemnify, and hold harmless the General Partner from and against any loss, claims, demands, liabilities, lawsuits and other proceedings, judgments, awards, costs, and expenses, including, without limitation, attorneys' fees, arising from reasonable actions taken by the General Partner on behalf of the Partnership in good faith reliance on the advice of Partnership counsel, except for matters arising from the General Partner's negligence, fraud, willful misconduct, malfeasance, breach of fiduciary duty, breach of any laws, breach of any representations, warranties and covenants set forth in this Partnership Agreement, or any actions performed outside the scope of the General Partner's authority under this Partnership Agreement, provided that the foregoing indemnification shall not limit the General Partner's contractual liability to the Limited Partner or State Limited Partner for the performance and observance of all covenants, representations and warranties given or made by the General Partner in this Partnership Agreement.

Credit Adjusters.

6.3.98 **Permanent Reduction in Tax Credits and State LIHTC**.

(ix) If, as of the end of the first year of the Credit Period and based upon the Cost Certification prepared by the Accountant or the IRS Form(s) 8609 for the Project, it is determined that the amount of Actual Tax Credits over the Credit Period for the Project will be less than the Projected Tax Credits over the Credit Period (a "Permanent Credit Reduction"), then there will be a reduction (the "Permanent Credit Reduction Adjustment") in the Limited Partner's and State Limited Partner's Capital Contribution in an amount equal to the product of (i) the Permanent Credit Reduction and (ii) $0.8725. The Permanent Credit Reduction means the amount by which the Actual Tax Credits are or will be less than the Projected Tax Credits over the Credit Period due to (a) the actual Applicable Percentage being less than projected; (b) the actual Eligible Basis being less than projected; (c) the actual Qualified Basis as of the end of the first year of the Credit Period being less than the projected Qualified Basis; (d) the actual final allocation of Tax Credits as indicated on Form 8609 being less than the Projected Tax Credits; or (e) any combination of the above. This Permanent Credit Reduction Adjustment shall be made, at the option of the Limited Partner or State Limited Partner, by first decreasing the amount, if any, of the Limited Partner's or State Limited Partner's Capital Contribution installment next due, and, if necessary, further installments (reducing the earliest ones first) by the amount of the Permanent Credit Reduction Adjustment. In the event that there are no remaining Limited Partner or State Limited Partner Capital Contributions, or the Permanent Credit Reduction Adjustment required hereunder exceeds the remaining Capital Contributions of the Limited Partner or State Limited Partner, or the Limited Partner or State Limited Partner elects not to offset the Permanent Credit Reduction Adjustment against the remaining Limited Partner or State Limited Partner Capital Contribution installments, the General Partner shall immediately make a Capital Contribution to the Partnership in an amount necessary for the Partnership to make the Permanent Credit Reduction Adjustment, followed by an immediate distribution in such amount by the Partnership to the Limited Partner or State Limited Partner, unless it is determined by the Limited Partner's tax counsel that such a distribution would cause the Partnership profits, losses, and credits to be allocated other than in accordance with the percentage interests of the Partners, in which event the General Partner shall pay directly to the Limited Partner or State Limited Partner an amount which, on an after-tax basis, will be equal to the Permanent Credit Reduction Adjustment.

(x) With respect to the State LIHTC, if, as of the end of the first year of the State Credit Period and based upon the Cost Certification prepared by the Accountant or the State Allocation Certificate issued by State Agency, it is determined that the amount of Actual State LIHTC over the State Credit Period for the Project will be less than the Projected State LIHTC over the State Credit Period (a "State LIHTC Permanent Credit Reduction"), then there will be a reduction (the "State LIHTC Permanent Credit Reduction Adjustment") in the State Limited Partner's Capital Contribution in an amount equal to the product of (i) the State LIHTC Permanent Credit Reduction and (ii) $0.77. The State LIHTC Permanent Credit Reduction means the amount by which the Actual State LIHTC are or will be less than the Projected State LIHTC over the State Credit Period. This State LIHTC Permanent Credit Reduction Adjustment shall be made by first decreasing the amount, if any, of the State Limited Partner's Capital Contribution installment next due, and, if necessary, further installments (reducing the earliest ones first) by the amount of the State LIHTC Permanent Credit Reduction Adjustment. In the event that there are no remaining State Limited Partner Capital Contributions, or the State LIHTC Permanent Credit Reduction Adjustment required hereunder exceeds the remaining Capital Contributions of the State Limited Partner, the General Partner shall immediately make a Capital Contribution to the Partnership in an amount necessary for the Partnership to make the State LIHTC Permanent Credit Reduction Adjustment, followed by an immediate distribution in such amount by the Partnership to the State Limited Partner, unless it is determined by the Limited Partner's tax counsel that such a distribution would cause the Partnership profits, losses, and Tax Credits to be allocated other than in accordance with the percentage interests of the Partners, in which event the General Partner shall pay directly to the State Limited Partner an amount which, on an after-tax basis, will be equal to the State LIHTC Permanent Credit Reduction Adjustment.

6.3.99 **<u>Timing Difference in Tax Credits and State Tax Credits (Downward).</u>**

(ix) <u>Timing Reduction – Tax Credits</u>. If, for the Projected First Tax Credit Year and the Projected Second Tax Credit Year, any portion of the Projected Tax Credits cannot be claimed (as determined by the Accountant) by the Limited Partner and State Limited Partner during such Projected First Tax Credit Year and the Projected Second Tax Credit Year, but must be delayed and taken in a later year or years of the Compliance Period, then the Limited Partner and State Limited Partner shall be entitled to reduce its Capital Contribution by an amount equal to \$0.40 times the amount by which the Projected Tax Credits for the Projected First Tax Credit Year and the Projected Second Tax Credit Year, respectively, exceed the Actual Tax Credits for such years (the "Timing Reduction"). This Timing Reduction is intended to compensate the Limited Partner and State Limited Partner for the reduced present value of such delayed Tax Credits, while taking into account the Tax Credits the Limited Partner and State Limited Partner may be entitled to receive no later than the 11th and 12th years of the Compliance Period. No adjustment shall be made under this Section 6.9.2 for any shortfall in Tax Credits for which an adjustment is already made pursuant to Section 6.9.1. In the event that there are no remaining Limited Partner or State Limited Partner Capital Contributions, or the Timing Reduction required hereunder exceeds the remaining Capital Contributions of the Limited Partner or State Limited Partner, or the Limited Partner or State Limited Partner elects not to offset the Timing Reduction against the remaining Limited Partner or State Limited Partner Capital Contribution installments, the General Partner shall immediately make a Capital Contribution to the Partnership in an amount necessary for the Partnership to make the Timing Reduction, followed by an immediate distribution in such amount by the Partnership to the Limited Partner and State Limited Partner, unless it is determined by the Limited Partner's tax counsel that such a distribution would cause the Partnership profits, losses, and credits to be allocated other than in accordance with the percentage interests of the Partners, in which event the General Partner shall pay directly to the Limited Partner or State Limited Partner an amount which, on an after-tax basis will be equal to the Timing Reduction.

(x) <u>Delayed Form(s) 8609</u>. During the Delayed Credit Period (as defined below), the Limited Partner and State Limited Partner shall be entitled to reduce its Capital Contribution by an amount equal to \$0.05 times the amount of the Delayed Credits for each taxable year, measured from the taxable year during which such Delayed Credits were projected to be received in the Projections through the end of the taxable year in which the Delayed Credit Period ends (the "Delayed Credit Reduction"). This Delayed Credit Reduction is intended to compensate the Limited Partner and State Limited Partner for the reduced present value of such Delayed Credits. No adjustment shall be made under this Section 6.9.2(ii) for any shortfall in Tax Credits for which an adjustment is already made pursuant to Section 6.9.1 or 6.9.2(i). In the event that there are no remaining Limited Partner or State Limited Partner Capital Contributions, or the Delayed Credit Reduction required hereunder exceeds the remaining Capital Contributions of the Limited Partner or State Limited Partner, or the Limited Partner or State Limited Partner elects not to offset the Delayed Credit Reduction against the remaining Limited Partner or State Limited Partner Capital Contribution installments, the General Partner shall immediately make a Capital Contribution to the Partnership in an amount necessary for the Partnership to make the Delayed Credit Reduction, followed by an immediate distribution in such amount by the Partnership to the Limited Partner and State Limited Partner, unless it is determined by the Limited Partner's tax counsel that such a distribution would cause the Partnership profits, losses, and credits to be allocated other than in accordance with the percentage interests of the Partners, in which event the General Partner shall pay directly to the Limited Partner or State Limited Partner an amount which, on an after-tax basis will be equal to the Delayed Credit Reduction. For purposes of this Section 6.9.2 (i) "Delayed Credits" means the amount of Tax Credits that would have been allocated to the Limited Partner on its K-1 for any Building for any taxable year of the Compliance Period if the Partnership had qualified and used a "reasonable cause" approach to claim the credits or if it had timely received a Form 8609 for such Building for the first taxable year of the Compliance Period for such Building on or before the deadline for the filing of the Partnership's tax return for such first taxable year, as such deadline may be extended; and (ii) "Delayed Credit Period" means the period beginning on the first day of the Compliance Period of a Building and ending on the date on which the Limited Partner receives the Federal Form 8986 – Partner's Share of Adjustment(s) to Partnership-Related Item(s), or such similar form as is provided to the IRS reflecting the amount and timing of the Delayed Credits allocated to the Limited Partner.

(xi) Timing Reduction – State LIHTC. If, for the Projected First Tax Credit Year and the Projected Second Tax Credit Year, any portion of the Projected State LIHTC cannot be claimed (as determined by the Accountant) by the State Limited Partner during such Projected First Tax Credit Year and the Projected Second Tax Credit Year, but must be delayed and taken in a later year or years of the Compliance Period, then the State Limited Partner shall be entitled to reduce its Capital Contribution by an amount equal to $0.40 times the amount by which the Projected State LIHTC for the Projected First Tax Credit Year and the Projected Second Tax Credit Year, respectively, exceed the Actual State LIHTC for such years (the "State LIHTC Timing Reduction"). This Timing Reduction is intended to compensate the State Limited Partner for the reduced present value of such delayed State LIHTC, while taking into account the State LIHTC the Limited Partner and State Limited Partner may be entitled to receive no later than the 7th year of the Compliance Period. No adjustment shall be made under this Section 6.9.2 for any shortfall in State LIHTC for which an adjustment is already made pursuant to Section 6.9.1. In the event that there are no remaining State Limited Partner Capital Contributions, or the State LIHTC Timing Reduction required hereunder exceeds the remaining Capital Contributions of the State Limited Partner, or the State Limited Partner elects not to offset the Timing Reduction against the remaining State Limited Partner Capital Contribution installments, the General Partner shall immediately make a Capital Contribution to the Partnership in an amount necessary for the Partnership to make the State LIHTC Timing Reduction, followed by an immediate distribution in such amount by the Partnership to the State Limited Partner, unless it is determined by the Limited

Partner's tax counsel that such a distribution would cause the Partnership profits, losses, and credits to be allocated other than in accordance with the percentage interests of the Partners, in which event the General Partner shall pay directly to the State Limited Partner an amount which, on an after-tax basis will be equal to the State LIHTC Timing Reduction.

6.3.100**Ongoing Tax Credit Shortfall**.

(ix) If, for any Fiscal Year after the Projected First Tax Credit Year for each Building, respectively, for any reason whatsoever (1) the Actual Tax Credits are less than the Projected Tax Credits (as adjusted in any revised Projections prepared pursuant to Section 6.9.1 or Section 6.9.2) and/or the Actual Solar Tax Credits are less than the Projected Solar Tax Credits for such Fiscal Year (and not covered by an adjuster pursuant to Section 6.9.8) or (2) a Limited Partner or State Limited Partner is required to recapture all or any part of the Tax Credits or Solar Tax Credits claimed by it in any prior Fiscal Year of the Partnership (the "Credit Shortfall"), then, at the option of the Limited Partner or State Limited Partner, the Limited Partner's or State Limited Partner's Capital Contributions shall be reduced in chronological order in an amount (the "Credit Reduction Payment") equal to the sum of (i) One Dollar ($1.00) times the difference between (A) the Projected Tax Credits (as adjusted in any revised Projections prepared in connection with Section 6.9.1 or Section 6.9.2) or Projected Solar Tax Credits for the Fiscal Year and all subsequent Fiscal Years, and (B) the Actual Tax Credits and Actual Solar Tax Credits for such Fiscal Year and all subsequent Fiscal Years and the Tax Credits projected by the Accountant as being available to the Limited Partner or State Limited Partner for such Fiscal Year and all subsequent Fiscal Years, and (ii) the amount of the Tax Credits and Solar Tax Credits recaptured in such Fiscal Year, plus the amount of any interest or penalty actually payable by the Limited Partner or State Limited Partner as a result of the recapture. In the event there are no remaining Capital Contributions or the Credit Reduction Payment exceeds the amount of remaining Capital Contributions of the Limited Partner or State Limited Partner, or the Limited Partner or State Limited Partner elects not to offset the Credit Reduction Payment against the remaining Limited Partner or State Limited Partner Capital Contribution payments, the General Partner shall immediately make a Capital Contribution to the Partnership in an amount equal to the Credit Reduction Payment or the unpaid portion thereof, and the Credit Reduction Payment shall be immediately distributed to the Limited Partner or State Limited Partner and shall neither constitute nor be limited by the distribution limits for Cash Flow, pursuant to Section 5.1, hereof, or for Net Cash from Sales and Refinancings, pursuant to Section 5.2, hereof, unless it is determined by the Limited Partner's tax counsel that such a distribution would cause the Partnership profits, losses, and credits to be allocated other than in accordance with the percentage interests of the Partners, in which event the General Partner shall pay directly to the Limited Partner or State Limited Partner an amount which, on an after-tax basis will be equal to the Credit Reduction Payment. Notwithstanding anything to the contrary contained herein, if there is a Credit Shortfall that results solely from a Change in Tax Law, the Limited Partner and State Limited Partner shall be solely compensated for the Credit Shortfall from proceeds of Cash Flow under Sections 5.1.1 and 5.2.1. If there is a

Credit Shortfall that results solely from a transfer of the Limited Partner's or State Limited Partner's Partnership Interest, there shall be no Credit Reduction Payment and the General Partner will not have to make a Capital Contribution to the Partnership in an amount equal to the Credit Reduction Payment.

(x) If, for any Fiscal Year after the Projected First Tax Credit Year for each Building, respectively, for any reason whatsoever (1) the Actual State LIHTC are less than the Projected State LIHTC (as adjusted in any revised Projections prepared pursuant to Section 6.9.1 or Section 6.9.2) for such Fiscal Year or (2) a Limited Partner or State Limited Partner is required to recapture all or any part of the State LIHTC claimed by it in any prior Fiscal Year of the Partnership (the "Credit Shortfall"), then, at the option of the State Limited Partner, the State Limited Partner's Capital Contributions shall be reduced in chronological order in an amount (the "Credit Reduction Payment") equal to the sum of (i) One Dollar ($1.00) times the difference between (A) the Projected State LIHTC (as adjusted in any revised Projections prepared in connection with Section 6.9.1 or Section 6.9.2) for the Fiscal Year and all subsequent Fiscal Years, and (B) the Actual State LIHTC for such Fiscal Year and all subsequent Fiscal Years and the Tax Credits projected by the Accountant as being available to the Limited Partner or State Limited Partner for such Fiscal Year and all subsequent Fiscal Years, and (ii) the amount of the State LIHTC recaptured in such Fiscal Year, plus the amount of any interest or penalty actually payable by the State Limited Partner as a result of the recapture. In the event there are no remaining Capital Contributions or the Credit Reduction Payment exceeds the amount of remaining Capital Contributions of the State Limited Partner, or the State Limited Partner elects not to offset the Credit Reduction Payment against the remaining State Limited Partner Capital Contribution payments, the General Partner shall immediately make a Capital Contribution to the Partnership in an amount equal to the Credit Reduction Payment or the unpaid portion thereof, and the Credit Reduction Payment shall be immediately distributed to the State Limited Partner and shall neither constitute nor be limited by the distribution limits for Cash Flow, pursuant to Section 5.1, hereof, or for Net Cash from Sales and Refinancings, pursuant to Section 5.2, hereof, unless it is determined by the Limited Partner's tax counsel that such a distribution would cause the Partnership profits, losses, and credits to be allocated other than in accordance with the percentage interests of the Partners, in which event the General Partner shall pay directly to the State Limited Partner an amount which, on an after-tax basis will be equal to the Credit Reduction Payment. Notwithstanding anything to the contrary contained herein, if there is a Credit Shortfall that results solely from a Change in Tax Law, the State Limited Partner shall be solely compensated for the Credit Shortfall from proceeds of Cash Flow under Sections 5.1.1 and 5.2.1. If there is a Credit Shortfall that results solely from a transfer of the State Limited Partner's Partnership Interest, there shall be no Credit Reduction Payment and the General Partner will not have to make a Capital Contribution to the Partnership in an amount equal to the Credit Reduction Payment.

6.3.101**Permanent Increase in Tax Credits**.

(ix) If it is determined that the amount of Actual Tax Credits over the Credit Period for the Project will be greater than the Projected Tax Credits over the Credit Period (such difference being defined herein as the "Permanent Credit Increase") and the Asset Manager is provided with satisfactory written documentation (prepared consistent with the Projections) to evidence the allocation of the Permanent Credit Increase, the Limited Partner and State Limited Partner respectively will increase its Capital Contribution by an amount that is equal to the product of (i) the Permanent Credit Increase allocable to each, and (ii) $0.87, subject to the limitations described in Section 6.9.6.

(x) If it is determined that the amount of Actual State LIHTC over the Credit Period for the Project will be greater than the Projected State LIHTC over the Credit Period (such difference being defined herein as the "Permanent State LIHTC Increase") and the Asset Manager is provided with satisfactory written documentation (prepared consistent with the Projections) to evidence the allocation of the Permanent State LIHTC Increase, the State Limited Partner will increase its Capital Contribution by an amount that is equal to the product of (i) the Permanent State LIHTC Increase, and (ii) $0.77, subject to the limitations described in Section 6.9.6.

6.3.102**Increase in First Year and/or Second Year Tax Credits**.

(ix) If it is determined that the amount of Actual Tax Credits for the period prior to the end of the Projected First Tax Credit Year or the Projected Second Tax Credit Year for a Building will be greater than the Projected Tax Credits for the period prior to the end of the Projected First Tax Credit Year or the Projected Second Tax Credit Year for such Building for a reason other than a Permanent Credit Increase pursuant to Section 6.9.4 (such difference being defined herein as the "Projected First and Second Tax Credit Year Increase"), and the Asset Manager is provided with satisfactory written documentation prepared consistent with the Projections to evidence the allocation of the Projected First and Second Tax Credit Year Increase, the Limited Partner and the State Limited Partner, respectively, will increase its Capital Contribution by an amount that is equal to the product of (i) the Projected First and Second Tax Credit Year Increase allocable to each, and (ii) $0.40. Such increase will be subject to the limitations described in Section 6.9.6.

(x) If it is determined that the amount of Actual State LIHTC for the period prior to the end of the Projected First Tax Credit Year or the Projected Second Tax Credit Year for a Building will be greater than the Projected State LIHTC for the period prior to the end of the Projected First Tax Credit Year or the Projected Second Tax Credit Year for such Building for a reason other than a Permanent State LIHTC Increase pursuant to Section 6.9.4 (such difference being defined herein as the "Projected First and Second Tax Credit Year State LIHTC Increase"), and the Asset Manager is provided with satisfactory written documentation prepared consistent with the Projections to evidence the allocation of the Projected First and Second Tax Credit Year State LIHTC Increase, the State Limited Partner will increase its Capital Contribution by an amount that is equal to the product of (i) the Projected First and Second Tax Credit Year State LIHTC

Increase allocable to each, and (ii) $0.40. Such increase will be subject to the limitations described in Section 6.9.6.

6.3.103**Limitation on Upward Adjuster.**

(ix) Notwithstanding anything to the contrary contained herein, the Limited Partner will increase its Capital Contribution only once during the 90 day period following the later of (i) achievement of Stabilized Occupancy; (ii) the allocating agency's issuance of the Form 8609 for all Buildings; and (iii) receipt of the tax return and Schedule K-1 for the first Tax Credit year. The Limited Partner will increase its Capital Contribution under Sections 6.9.4, 6.9.5, 6.9.7 and 6.9.8 if the aggregate amount of such increase under Sections 6.9.4, 6.9.5, 6.9.7 and 6.9.8 is less than ten percent (10%) of each of the Limited Partner's Capital Contribution as set forth in the Projections in effect on the date of this Partnership Agreement (i.e., no subsequent increases in the Limited Partner's Capital Contribution shall be taken into account for purposes of calculating the aggregate ten percent (10%) limitation). Except as otherwise required by the State Housing Finance Agency, any increases to the Limited Partner's Capital Contribution under Sections 6.9.4, 6.9.5, 6.9.7 and 6.9.8 shall be distributed as Cash Flow after all development costs of the Project (other than the Deferred Developer Fee) have been paid.

(x) In the event the Limited Partner elects to increase its Capital Contribution beyond the limit set forth in Section 6.9.6(i), then, if such additional Credits are solely the result of an increase in depreciable costs to the Partnership, it shall permit the purchase of such additional Tax Credits by the Limited Partner for a price that is the lesser of the price set forth in Section 6.9.4, above, and a price that returns to the Limited Partner a yield that is equal to the yield contained in the Projections; with any such capital contribution of the Limited Partner being used first to pay for cost overruns that would otherwise be subject to the Development Completion Guaranty in Section 6.4.6(i) and then to pay for other costs of the Partnership.

(xi) In the event the Limited Partner elects not to increase its Capital Contribution beyond the limit set forth in Section 6.9.6(i), then, if such additional Credits are solely the result of an increase in depreciable costs to the Partnership, it shall allocate such additional Credits to the General Partner for a price equivalent to the greater of the Limited Partner's price per credit as set forth in Section 6.9.4 or the amount that returns to the Limited Partner a yield that is equal to the yield contained in the Projections, with any such capital contribution of the General Partner being used first to pay for cost overruns that would otherwise be subject to the Development Completion Guaranty in Section 6.4.6(i) and then to pay for other costs of the Partnership. The reallocation of depreciation and Tax Credits to General Partner shall be capped at 10% of the Limited Partner's equity in the Partnership and shall only be allowed if the Limited Partner receives a satisfactory opinion of counsel that the change in allocations will not adversely affect the allocation to the Limited Partner of the Projected Solar Tax Credits. The Partnership Agreement shall be amended to reflect such reallocation of up to 10% of the interests in the Partnership. The General Partner shall receive no additional voting or other additional non-economic rights as the result of such reallocation.

(xii) Notwithstanding anything to the contrary contained herein, the State Limited Partner will increase its Capital Contribution only once during the 90 day period following the later of (i) achievement of Stabilized Occupancy; (ii) the allocating agency's issuance of the Form 8609 and State Allocation Certificate for all Buildings; and (iii) receipt of the tax return and Schedule K-1 for the first Tax Credit year. The State Limited Partner will increase its Capital Contribution under Sections 6.9.4, 6.9.5, and 6.9.8 if the aggregate amount of such increase under Sections 6.9.4, 6.9.5, and 6.9.8 is less than five percent (5%) of the State Limited Partner's Capital Contribution as set forth in the Projections in effect on the date of this Partnership Agreement (i.e., no subsequent increases in the State Limited Partner's Capital Contribution shall be taken into account for purposes of calculating the aggregate five percent (5%) limitation). Except as otherwise required by the State Housing Finance Agency, any increases to the State Limited Partner's Capital Contribution under Sections 6.9.4, 6.9.5 and 6.9.8 shall be distributed as Cash Flow after all development costs of the Project (other than the Deferred Developer Fee) have been paid.

6.3.104**Loss Adjusters.**

(ix) For the year in which the construction of the Project is placed in service (but in all events by the end of the year after the year in which the Project is projected to be placed in service), or pursuant to any required adjustment of Bonus Depreciation in a later year with respect to the disposition of any property on which Bonus Depreciation was previously taken or as the result of an administrative adjustment (but excluding any Bonus Depreciation that will be treated as delivered in a later year and covered by (ii) below), the Accountants shall compute the amount of bonus depreciation pursuant to Section 163(k) of the Code allocated by the Partnership to the Limited Partner. If the amount of Bonus Depreciation as reflected on Form 1065 for the Partnership in any year (the "Actual Bonus Depreciation") is less than the amount of bonus depreciation projected to be available to the Limited Partner as set forth in the Projections ("Projected Bonus Depreciation"), including as a result of the General Partner failing to timely make the 168(h)(6) election if required, the Project being placed in service in a later year than reflected in the Projections or fewer bonus depreciable costs being incurred, or Bonus Depreciation previously taken being recaptured for any reason (including the disposition of the asset prior to the Limited Partner's exit from the Partnership), then there shall be a Downward Bonus Depreciation Adjuster as defined in the next sentence. The Downward Bonus Depreciation Adjuster shall reduce the Limited Partner's Capital Contribution by an amount that is equal to: (x) $0.21 (or, if higher or lower, the maximum federal tax rate applicable to corporations for the year such Bonus Depreciation was placed in service) times (y) the difference between the Projected Bonus Depreciation and the Actual Bonus Depreciation, plus any applicable penalties or interest.

(x) If any Bonus Depreciation is placed in service in a year later than projected in the Projections (but excluding any amount that will be lost if taken in a later year), a "Late Delivery Bonus Depreciation Adjuster" shall reduce the Limited Partner's Capital Contributions. For each year delay in placing all or any portion of the Bonus Depreciation in service, the Limited Partner's Capital Contribution will be reduced by $0.05 for each dollar of bonus depreciation that is delayed (the "Late Delivery Bonus Depreciation Adjuster").

(xi) This Downward Bonus Depreciation Adjuster and Late Delivery Bonus Depreciation Adjuster (collectively the "Bonus Adjusters" or each a "Bonus Adjuster") shall be made, at the option of the Limited Partner, by first decreasing the amount, if any, of the Limited Partner's Capital Contribution installment next due, and, if necessary, further installments (reducing the earliest ones first) by the amount of the Bonus Adjusters. In the event that there are no remaining Limited Partner Capital Contributions, or a Bonus Adjuster required hereunder exceeds the remaining Capital Contributions of the Limited Partner, or the Limited Partner elects not to offset a Bonus Adjuster against the remaining Limited Partner Capital Contribution installments, the General Partner shall immediately make a Capital Contribution to the Partnership in an amount necessary for the Partnership to make such Bonus Adjuster, followed by an immediate distribution in such amount by the Partnership to the Limited Partner, unless it is determined by the Limited Partner's tax counsel that such a distribution could cause the Partnership profits, losses, and credits to be allocated in any year of the Credit Period other than in accordance with the percentage interests of the Partners, in which event the General Partner shall pay directly to the Limited Partner an amount which, on an after-tax basis, will be equal to such Bonus Adjuster.

(xii) If the Actual Bonus Depreciation is greater than the Projected Bonus Depreciation as a result of the change in the bonus rate for property eligible for Bonus Depreciation for the year the Project is placed in service, but in all events by the end of the year after the year in which the Project is projected to be placed in service (e.g., 100% rather than 20%), then there shall be an upward bonus depreciation adjuster for the increase attributable to such increased rate (the "Upward Bonus Depreciation Adjuster"). The Upward Bonus Depreciation Adjuster shall increase the Limited Partner's Capital Contribution by an amount that is equal to the lesser of: (i) (y) $0.21 (or, if higher or lower, the maximum federal tax rate applicable to corporations for the year such Bonus Depreciation was placed in service) times (z) the difference between the Actual Bonus Depreciation (excluding for such purpose any increase in the amount of property eligible for Bonus Depreciation from the original Projections) and the Projected Bonus Depreciation; and (ii) a price that returns to the Limited Partner a yield that is equal to the yield contained in the Projections. Such amount shall be used and paid in accordance with the provisions of Section 6.9.6(i), or, to the extent applicable, Section 6.9.6(ii).

6.3.105**<u>Solar Tax Credit – Permanent Reduction / Timing Difference / Permanent Increase</u>**

(i) If the Actual Solar Tax Credits are less than the Projected Solar Tax Credits, the Limited Partner's and State Limited Partner's Capital Contributions will be reduced by $0.91 for each dollar of Solar Tax Credit shortfall (the "Solar Tax Credit Adjuster Amount"). In the event there are no remaining Limited Partner or State Limited Partner's Capital Contributions or the amount due hereunder exceeds the amount of remaining Capital Contributions of the Limited Partner or State Limited Partner, or the Limited Partner or State Limited Partner elects not to offset such amount against the remaining Limited Partner or State Limited Partner Capital Contribution payments, the General Partner shall immediately make a Capital Contribution to the Partnership in an amount equal to the unpaid portion thereof, and such amount shall be immediately distributed to the Limited Partner or State Limited Partner and shall neither constitute nor be limited by the distribution limits for Cash Flow, pursuant to Section 5.1, hereof, or for Net Cash from Sales and Refinancings, pursuant to Section 5.2, hereof, unless it is determined by the Limited Partner's tax counsel that such a distribution would cause the Partnership's profits, losses, and credits to be allocated other than in accordance with the percentage interests of the Partners, in which event the General Partner shall pay directly to the Limited Partner or State Limited Partner an amount which, on an after-tax basis will be equal to the Solar Tax Credit Adjuster Amount.

(ii) If the Projected Solar Tax Credits are not received by the Partnership during or before fiscal year 2026, the Limited Partner's and State Limited Partner's Capital Contributions will be reduced by an amount equal to the amount of the Projected Solar Tax Credits times the Prime Rate (as published in the Wall Street Journal on the last business day of the fiscal year during which such Solar Tax Credit was projected to be received by the Limited Partner) plus 2%, multiplied by the number of years for which the receipt of the Projected Solar Tax Credits is delayed. In the event there are no remaining Limited Partner or State Limited Partner Capital Contributions or the amount due hereunder exceeds the amount of remaining Capital Contributions of the Limited Partner or State Limited Partner, or the Limited Partner or State Limited Partner elects not to offset such amount against the remaining Limited Partner or State Limited Partner Capital Contribution payments, the General Partner shall immediately make a Capital Contribution to the Partnership in an amount equal to the unpaid portion thereof, and such amount shall be immediately distributed to the Limited Partner or State Limited Partner and shall neither constitute nor be limited by the distribution limits for Cash Flow, pursuant to Section 5.1, hereof, or for Net Cash from Sales and Refinancings, pursuant to Section 5.2, hereof, unless it is determined by the Limited Partner's Tax counsel that such a distribution would cause the Partnership profits, losses, and credits to be allocated other than in accordance with the percentage interests of the Partners, in which event the General Partner shall pay directly to the Limited Partner or State Limited Partner an amount which, on an after-tax basis will be equal to such amount.

(iii) If it is determined that the amount of Actual Solar Tax Credits over the Solar Period for the Project will be greater than the Projected Solar Tax Credits over the Solar Period as a result of the increase in costs for the Solar Equipment (such difference being defined herein as the "Permanent Solar Credit Increase") and the Asset Manager is provided with satisfactory written documentation to evidence the Permanent Solar Credit Increase, each of the Limited Partner and State Limited Partner respectively will increase its Capital Contribution by an amount that is equal to the product of (i) the Permanent Solar Tax Credit Increase allocable to each, and (ii) $0.8725, subject to the limitations described in Section 6.9.6.

6.9.9 **Repurchase**. Notwithstanding anything contained herein to the contrary, in the event that (i) any Building does not generate any Tax Credits or State LIHTC during the taxable year succeeding the taxable year in which such Building is placed in service or the Project Property does not generate any Tax Credits or State LIHTC during calendar year 2027 for any reason whatsoever, (ii) Construction Completion and Placement in Service of all Buildings are not achieved on or before December 31, 2027 (which in no event shall exceed the end of the second year after the year in which the Project receives a Tax Credit allocation pursuant to Section 42(h)(1)(E) of the Code or by the date required by any Lender or State Agency), (iii) the Partnership fails to comply with the minimum set-aside test and/or the rent restriction test (as described in Section 42(g) of the Code) before the end of the year in which the Building is placed in service or, at the election of the General Partner pursuant to Section 42(f)(i)(B) (which election shall be made in accordance with Section 6.4.12(iv) hereof), the end of the succeeding taxable year, (iv) Stabilized Occupancy does not occur within six (6) months of the Projected Stabilized Occupancy Date, (v) [reserved], (vi) proceedings have been commenced, filed or initiated to foreclose the Construction Loan mortgage or permanently enjoin construction or rehabilitation of the Project and such proceedings have not been stayed or vacated within forty-five (45) days of commencement, filing or initiation, (vii) the Project fails to meet the 50% Bond Test on or before the end of the year in which any Building is placed in service or, at the timely election of the General Partner pursuant to Code Section 42(f)(1)(B) (which election shall be made only with the consent of the Limited Partner), the end of the succeeding taxable year, (viii) the General Partner fails, in the reasonable discretion of the Limited Partner, to use best efforts to deliver to the Asset Manager a Form 8609 for each Building in the Project on or before the date by which the General Partner is required to deliver to the Asset Manager the Tax Return Documents for the first year of the Credit Period pursuant to Section 8.4.3, or the General Partner fails to deliver to the Asset Manager a Form 8609 and the State Allocation Certificate for each Building in the Project by December 31st of the second year following Placement in Service, but only if the Project is able to claim the Tax Credits and State LIHTC for each of the first and second year of the Compliance Period as a result of the "reasonable cause" approach, (ix) any one of the following occurs with regard to the Permanent Loan: (a) the Permanent Loan commitment has been terminated or substantially modified (unless the commitment is replaced with a commitment of equivalent terms as determined by the Limited Partner in its reasonable judgment), (b) any interest rate lock applicable to the Permanent Loan has expired and not been replaced within thirty (30) days by a new rate lock acceptable to the Limited Partner or (c) the Permanent Loan has not been fully funded on or before the maturity date of the Construction Loan, (x) upon the Partnership's receipt of a Form 8609 for each Building in the Project, it is determined that the Project will deliver less than 80% of the aggregate Projected Tax Credits over the Credit Period to the Limited Partner and State Limited Partner, or (xi) the General Partner fails to perform any obligation under its Development Completion Guaranty that is not fully performed within any applicable cure period contained in the Guaranty Agreement, if applicable, then, in the event any of the conditions described in clauses (i) through (xi) above occurs, then upon the written notice of the Limited Partner or the State Limited Partner (or, in the case of an event under Section 6.9.9 that is capable of being cured by the General Partner, within twenty (20) days after written notice by the Limited Partner or the State Limited Partner), the General Partner shall cause the Guarantors to purchase the Limited Partner's or the State Limited Partner's, as applicable, entire interest in the Partnership for an amount equal to (x) the sum of (1) all Capital Contributions actually made to the Partnership by the Limited Partner or the State Limited Partner, plus (2) $50,000, plus (3) all expenses actually incurred by the Limited Partner or the State Limited Partner in connection with entering into the Partnership, minus (y) an amount equal to the purchase price paid by the Limited Partner or the State Limited Partner for any Tax Credits or State LIHTC already received by the Limited Partner or the State Limited Partner, net of any amounts that the Limited Partner or the State Limited Partner has paid or may have to pay as the result of any recapture of any portion of the Tax Credits or State LIHTC that the Limited Partner or the State Limited Partner has received, and (z) any amounts that have already been reimbursed to the Limited Partner or the State Limited Partner by the Partnership and/or the General Partner (the "Repurchase Amount"). Except in the event of the General Partner or its Affiliates' gross negligence, fraud, willful misconduct, malfeasance, breach of fiduciary duty or actions performed outside the scope of the authority of the General Partner and/or their Affiliates, the repurchase obligations under Section 6.9.9 will terminate after the later to occur of Stabilized Occupancy, the conversion of the Permanent Loan, and the receipt of the Form 8609 and State Allocation Certificate for all Project Buildings. Notwithstanding anything to the contrary in this Partnership Agreement, the Limited Partner or the State Limited Partner may, in its sole discretion and at any time following any of the events described in this Section 6.9.9, after any applicable notice and cure period and regardless of whether the Repurchase Amount or any portion thereof has been received by the Limited Partner or the State Limited Partner at such time, withdraw from the Partnership as the Limited Partner.

6.9.10 **Failure to Pay; Remedies**. If the General Partner fails to pay any amount payable pursuant to Section 6.9.1, 6.9.2, 6.9.3, 6.9.7 or 6.9.8 above, or the Repurchase Amount pursuant to the preceding section owing to the Limited Partner or the State Limited Partner within ten (10) days after written demand by the Limited Partner or the State Limited Partner, then, in addition to any other rights the Limited Partner or the State Limited Partner may have, any sums payable to the General Partner (or any Affiliate thereof) pursuant to the terms of this Partnership Agreement (including, without limitation, Cash Flow and any fees payable by the Partnership to the General Partner, or its Affiliates) will instead be paid to the Limited Partner or the State Limited Partner until such time as all amounts owing to the Limited Partner or the State Limited Partner pursuant to this Section 6.9 are fully repaid. For purposes of this Partnership Agreement, any sums distributed to the Limited Partner or the State Limited Partner pursuant to the immediately preceding sentence are deemed to have been paid to the General Partner (or its Affiliates),and subsequently paid by the General Partner to the Partnership as a capital contribution, followed by a distribution to the Limited Partner or the State Limited Partner from the Partnership of such capital contribution proceeds in satisfaction of the General Partner's obligations hereunder, unless it is determined by Limited Partner's tax counsel that such a distribution would cause Partnership profits, losses, and credits to be allocated other than in accordance with the percentage interests of the Partners, in which event the amount payable to the Limited Partner or the State Limited Partner in accordance with the preceding sentence shall be an amount that, on an after-tax basis, will be equal to the Permanent Credit Reduction Adjustment, Timing Reduction, Credit Reduction Payment or Repurchase Amount, as applicable, and such amount shall be deemed to have been paid directly by the General Partner to the Limited Partner or the State Limited Partner. The rights and remedies granted to the Limited Partner and the State Limited Partner by this Section 6.9 are not exclusive of, but are in addition to, any other rights and remedies granted to the Limited Partner and the State Limited Partner under this Partnership Agreement or by applicable law. The obligations of the General Partner under this Section 6.9 are deemed to have arisen as a consequence of a transaction between the General Partner and the Limited Partner and the State Limited Partner other than in their capacities as Partners and the Capital Accounts or loans of the Partners are not affected in any way as a result of the making of any credits or payments hereunder.

6.9.11 **Survival**. The obligations of the General Partner and its Affiliates prescribed or described in this Section 6.9 will survive the termination and/or liquidation of the Partnership.

Publicity and Promotional Events. The General Partner shall be obligated to notify the Asset Manager at least thirty (30) days in advance of any (i) groundbreaking, (ii) open house, (iii) public relations event or other similar activities related to the Project. Representatives of the Limited Partner and the State Limited Partner (including any beneficial owners thereof), the Asset Manager, and any investors who have provided funds that have been invested in the Project by the Limited Partner and the State Limited Partner (collectively, the "Publicity Parties") shall be entitled to attend such events. The General Partner shall also be obligated to place the names of any entities that the Asset Manager might designate on any signage that is erected for publicity purposes during the construction of the Project. Any costs related thereto shall be paid by the Partnership. The General Partner shall notify the Asset Manager when any such signage is being prepared and provide the Asset Manager with a reasonable amount of time to provide the names it wants included on the signs. The General Partner each acknowledge that it will benefit from any publicity generated by the Publicity Parties with respect to the Project. In consideration thereof, the General Partner each hereby consents, grants, and releases to the Publicity Parties all rights related to the use of the Project, including, but not limited to, the use of the name of the Project, any photographs of the Project, and any written materials related to the Project, in any commercial, promotional or marketing materials such as press releases, publications, and publicity events that any of the Publicity Parties may wish to issue or conduct.**Co-General Partners**If there is more than one General Partner, or if the General Partner is a joint venture or partnership in which there is more than one general partner, then all general partners of the partnership or of such joint venture of partnership shall be jointly and severally liable to the Partnership, to the Limited Partner and the State Limited Partner, and to their successors and assigns for all obligations of the General Partner, and for any damages that may arise from the acts or omissions of any of such general partners in their performance or breach of the guaranties, management, and all other obligations and the representations and warranties of the General Partner, whether now existing or hereafter created, under this Partnership Agreement as the same may from time to time be amended and under applicable law. Notwithstanding anything to the contrary herein, no General Partner shall be liable to the Partnership, the State Limited Partner or to the Limited Partner for the fraud of any other General Partner.

Partnership Representative Rules.

6.3.106 Appointment and Designation. Subject to the terms and conditions of this Section 6.12, the General Partner shall serve as the partnership representative of the Partnership ("Partnership Representative") pursuant to Section 6223(a) of the Code. The Partnership Representative shall timely designate, subject to the Limited Partner's approval in its sole and absolute discretion, an individual (who is an officer of the General Partner or an Affiliate thereof) through whom the Partnership Representative will act at any time for all purposes of the Revised Partnership Audit Procedures (the "Designated Individual"). The Designated Individual must agree in writing with the Partnership to be bound by the same obligations and restrictions imposed on the Partnership Representative under this Section 6.12 prior to and as a condition of such designation; provided in no event shall the Designated Individual have any personal liability. The Limited Partner in its sole and absolute discretion shall appoint a Partnership Representative and Designated Individual or replacement Partnership Representative and Designated Individual of the Partnership for all taxable years of the Partnership during which the Limited Partner held for any period a Partnership Interest if, at any time, the General Partner is removed as Partnership Representative as provided below or does not qualify as a partnership representative under the Code, provided that the General Partner shall be responsible for appointing a Partnership Representative and Designated Individual for any subsequent taxable year occurring after the last taxable year during which the Limited Partner held for any period a Partnership Interest. The timing of any change in the Partnership Representative and Designated Individual pursuant to this Section 6.12 shall be subject to all applicable requirements of the Code and Regulations.

6.3.107 Resignation and Removal. If the Partnership Representative or Designated Individual, or both, resign, or if the General Partner is removed in accordance with any provision of this Agreement, or if for any other reason the General Partner no longer serves as general partner of the Partnership, then the Limited Partner in its sole and absolute discretion shall designate a replacement Partnership Representative or Designated Individual or both for all taxable years of the Partnership. If the Partnership Representative or Designated Individual fails to obtain the Limited Partner's prior written consent as to any filing, election, or course of action in accordance with this Section 6.12 or if the Partnership Representative or Designated Individual fails to perform or observe any other covenant, term or condition to be performed or observed by the Partnership Representative or Designated Individual, respectively, under this Section 6.12, then the Limited Partner, whether or not it exercises its right to remove the General Partner or General Partner under Section 10.6 in connection with such Event of Default, shall have the right any time thereafter to remove and replace the General Partner as Partnership Representative and the individual serving as the Designated Individual for any and all taxable years during which the Limited Partner held or holds for any period a Partnership Interest. If a Designated Individual becomes unable to perform the tasks required of a Designated Individual, ceases to be an officer of the General Partner or an Affiliate thereof, or the Partnership Representative otherwise determines that such individual should be removed as the Designated Individual, the Partnership Representative shall promptly notify the Limited Partner of such determination and take all necessary actions to effectuate the resignation of such individual as Designated Individual for all applicable taxable years. The General Partner shall be responsible for providing notice of any revocation of a Partnership Representative or Designated Individual to the IRS in the time and manner prescribed by the IRS and shall include the designation of another Person selected by the Limited Partner as the successor Partnership Representative and/or the designation of another Person selected by the Partnership Representative (with the consent of the Limited Partner, which consent may be granted or withheld in the sole and absolute discretion of the Limited Partner) as the successor Designated Individual. The resigning or removed Partnership Representative and/or Designated Individual shall remain obligated hereunder in such capacity until the replacement is acknowledged by the IRS. The General Partner hereby constitutes and appoints the Limited Partner, with full power of substitution, its true and lawful attorney-in-fact in its name, place and stead to carry out fully the provisions of this Section 6.12.2 and take any action which the Limited Partner may deem necessary or appropriate in connection herewith, including, without limitation, removal and replacement of the Partnership Representative or Designated Individual or both. The power of attorney hereby granted shall be deemed to be coupled with an interest, shall be irrevocable and shall survive and shall not be affected by the subsequent incapacity, dissolution, resignation, revocation or other termination of the General Partner as the Partnership Representative.

6.3.108Notice of Communication; Cooperation. The Partnership Representative shall keep the Limited Partner and the State Limited Partner advised of any dispute the Partnership may have with the IRS or any state or local taxing authority, and, to the extent permitted by applicable rules of procedure adopted by such taxing bodies, shall afford the Affected Partners the right to participate directly in negotiations with any such taxing authority in an effort to resolve any such dispute. In addition, within five (5) business days after the receipt of any correspondence or communication relating to the Partnership or a Partner from the IRS or any state or local taxing authority, the General Partner or Partnership Representative shall forward to the Limited Partner and the State Limited Partner a photocopy of all such correspondence or communication(s). The General Partner or Partnership Representative shall, within five (5) calendar days thereafter, advise the Limited Partner and the State Limited Partner in writing of the substance and form of any conversation or communication held with any representative of the IRS or any state or local taxing authority.

6.3.109Authority of Partnership Representative. Subject to the limitations set forth in this Partnership Agreement, the Partnership Representative and Designated Individual shall have all of the power and authority of a partnership representative and designated individual, respectively, under the Revised Partnership Audit Procedures and shall represent the Partnership in all dealings with the IRS and state and local taxing authorities for all taxable years during which they serve in in such positions in accordance with this Section 6.12, provided that (a) the Partnership Representative and Designated Individual shall give prior written notice to the Affected Partners of any administrative or judicial proceeding ("Proceedings") involving the adjustment of any tax items affecting the Partnership or the Affected Partners and obtain the prior written consent of the Affected Partners (which consent may be granted or withheld in the sole and absolute discretion of the Affected Partners) regarding the course of action to be taken in such Proceedings, and (b) neither the Partnership Representative nor the Designated Individual shall enter into or consent to a settlement with the IRS that binds the Partnership or the Affected Partners with respect to any Partnership item without obtaining the prior written consent of the

Affected Partners (which consent may be granted or withheld in the sole and absolute discretion of the Affected Partners).

6.3.110 Duty to Comply with Limited Partner's Direction. The Partnership Representative and Designated Individual shall comply with any written direction given by the Limited Partner at any time with regard to making an Opt-Out Election, Push-Out Election, Administrative Adjustment Request or any other tax decisions and elections on behalf of the Partnership or the Limited Partner for any taxable year and shall not make an Opt-Out Election, Push-Out Election, Administrative Adjustment Request or any other tax decisions and elections on behalf of the Partnership or the Limited Partner for any taxable year without obtaining the Limited Partner's prior written consent (which consent may be granted or withheld in the sole and absolute discretion of the Limited Partner). If requested to do so by the Limited Partner, the Partnership Representative shall request modification of an Imputed Underpayment (a) in accordance with any applicable Regulations, forms, instructions, and other guidance prescribed by the IRS or (b) based on an amended return (or, to the extent permitted by law, any similar statement) filed by the Limited Partner (or the owner of any interest therein or thereunder) that takes account of all of the Partnership Adjustments properly allocated to the Limited Partner (or such owners). In either case, the Limited Partner shall describe the modifications or adjustment factors that the Limited Partner believes affect the calculation of the Imputed Underpayment.

6.3.111 Additional Limitations on Authority. In addition to the other limitations on the Partnership Representative's authority set forth herein, the Partnership Representative shall not take any of the following actions without obtaining the prior written consent of the Limited Partner (and, in the case of (ii) and (iii), the Affected Partner for the Reviewed Year) (which consent may be granted or withheld in the sole and absolute discretion of the Limited Partner or the Affected Partner, as applicable):

(i) Extend the statute of limitations for assessing or computing any tax liability against the Partnership (or the amount or character of any Partnership tax item);

(ii) Settle any audit or Proceeding with the IRS or any state or local taxing authority;

(iii) File a request for an administrative adjustment of any kind with the IRS or any state or local taxing authority at any time or file a petition for judicial review with respect to any adjustment made by the IRS or any state and local taxing authority;

(iv) Initiate or settle any judicial review or action concerning the amount or character of any Partnership tax item;

(v) Select any judicial forum for the litigation of any Partnership tax dispute;

(vi) Intervene in any action brought by any other Partner for judicial review of a final adjustment of any Partnership tax item; or

(vii) Take any other action that would have the effect of finally resolving a tax matter affecting the rights of the Partnership and the Affected Partners or otherwise have a material effect on any tax matters affecting the Partnership and the Affected Partners.

6.3.112Fiduciary Relationship. The relationship of the Partnership Representative to the Limited Partner and the State Limited Partner shall be that of a fiduciary, and the Partnership Representative shall have a fiduciary obligation to perform its duties in such manner as will serve the best interests of the Limited Partner and the State Limited Partner.

6.3.113Reimbursement of Expenses. To the extent of available funds, the Partnership shall indemnify and reimburse the Partnership Representative and the Designated Individual for all reasonable expenses, including legal and accounting fees, claims, liabilities, losses and damages incurred by the Partnership Representative and Designated Individual, respectively, solely in their respective capacities as Partnership Representative and Designated Individual, with respect to the tax liability of the Affected Partners and/or the Partnership in connection with any audit or administrative or judicial proceeding, provided that the Partnership Representative and Designated Individual will not be entitled to indemnification for fraud, gross negligence, willful misconduct, breach of fiduciary duty or breach of its obligations under this Section 6.12. The Partnership's indemnification and reimbursement obligations under this Section 6.12.8 shall constitute Operating Expenses payable solely from Gross Cash Receipts (before any distributions are made from Cash Flow or any discretionary reserves are set aside by the General Partner) or the Operating Reserve.

6.3.114Liability for Taxes and Imputed Underpayment. Except as hereinafter provided, if a Push-Out Election is made, each Reviewed Year Partner shall take into account its allocable share of the Partnership Adjustments that relate to the specified Imputed Underpayment (as determined with the consent of the Limited Partner for such Reviewed Year) (which consent may be granted or withheld in the sole and absolute discretion of the Limited Partner) and shall be liable for any Taxes as described in Section 6226 of the Code and any applicable Regulations or other guidance by the IRS. If the Partnership becomes obligated to make an Imputed Underpayment under Code Section 6225, each of the Affected Partners to whom such liability relates (as determined with the consent of the Limited Partner) (which consent may be granted or withheld in the sole and absolute discretion of the Limited Partner) shall be obligated to pay an amount that is equal to its allocable share of such amount to the Partnership, provided that if and to the extent that the Partnership's liability for an Imputed Underpayment results from a loss, disallowance or recapture of Tax Credits for which a payment is due from and has not been paid by the General Partner or any Guarantor under this Partnership Agreement (the amount of such payment being referred to herein as the "Unpaid Obligation"), then the amount otherwise allocable to and payable by the Affected Partners with respect to such Imputed Underpayment shall be reduced by such Unpaid Obligation (or the Affected Partner's allocable share thereof) and the General Partner shall be responsible for payment of all or such portion of the Imputed Underpayment equal to such Unpaid Obligation.

6.3.115 Intentionally Omitted.

6.3.116 Continuing Obligations. The Partners acknowledge and agree that nothing in this Section 6.12 is intended, nor shall it be construed, to limit or waive any obligations of the General Partner set forth under any other section of this Partnership Agreement, including, without limitation, the General Partner's payment obligations under Sections 6.4.6 and 6.9 of this Partnership Agreement.

6.3.117 Survival. The rights and obligations of each Partner or Former Partner under this Section 6.12 shall survive the transfer, redemption or liquidation by such Partner of its Partnership Interest and the termination of this Partnership Agreement or the dissolution of the Partnership.

6.3.118 State and Local Income Tax Matters. The provisions of this Section 6.12 shall also apply to state and local income tax matters affecting the Partnership to the extent the terms and conditions hereof have any application to audit procedures at the state and local level. Notwithstanding anything to the contrary herein, any matter that concerns solely the State Limited Partner or the State LIHTC will require the consent of the State Limited Partner.

Article 7: POWERS, RIGHTS AND DUTIES OF LIMITED PARTNER, STATE LIMITED PARTNER AND SPECIAL LIMITED PARTNER

Article 8: **Limitation of Liability**. Except as otherwise required under the Act (relating to a limited partner's liability under certain circumstances to refund to the Partnership distributions of cash previously made to it as a return of capital) or expressly set forth in this Partnership Agreement, the Limited Partner, State Limited Partner and Special Limited Partner shall not be personally liable for any loss or liability of the Partnership beyond the amount of such Limited Partner's, State Limited Partner's and Special Limited Partner's agreed-upon Capital Contribution. **No Participation in Management**. Except as otherwise expressly provided in this Partnership Agreement, the Limited Partner, State Limited Partner and Special Limited Partner shall not participate in the operation, management, or control of the Partnership's business, transact any business in the Partnership's name, or have any power to sign documents for or otherwise bind the Partnership. **No Qualified Contract**. The Limited Partner, State Limited Partner and Special Limited Partner shall not require that the Project enter into a Qualified Contract pursuant to Section 42(h)(6) of the Code and shall not require that the Partnership or the General Partner cause the Partnership to sell or otherwise dispose of the Project.

ACCOUNTING AND FISCAL AFFAIRS

Books of Account. The General Partner shall keep proper books of account for the Partnership. Such books of account shall be kept at the principal office of the Partnership and the General Partner shall make them available during normal business hours for examination and copying by the Limited Partner, State Limited Partner and Special Limited Partner or its authorized representatives. The General Partner shall retain such books of account for six (6) years after the termination of the Partnership. The fiscal year of the Partnership shall be the calendar year, unless otherwise specified in writing by the Limited Partner, and all Partnership accounts shall be maintained on an accrual basis. Decisions as to other accounting methods to be used by the Partnership shall be made only with the prior written consent of the Limited Partner.

The General Partner shall retain all documentation with respect to initial qualification of the Project as a qualified Tax Credit project until the later of six (6) years after completion of the Project's Compliance Period or any longer period required under applicable law. The General Partner shall retain such other documentation relating to the continuing Tax Credit qualification of the Project for at least six (6) years, unless requested by the Asset Manager or required by applicable law to retain such documentation for a longer period.

The General Partner shall cooperate fully and in good faith, and shall instruct and cause the Property Management Agent to cooperate fully and in good faith, with the Asset Manager, the Limited Partner, State Limited Partner and Special Limited Partner with respect to their monitoring of the Partnership's operation of the Project Property, including the review of and compliance with Tax Credit related laws and regulations.

Management Reports. The General Partner shall deliver or cause to be furnished to the Asset Manager any periodic financial or performance report provided by the Partnership to any federal, state, or local governmental agency or to any Lender or any compliance monitoring report provided to the Partnership by the State Housing Finance Agency responsible for compliance monitoring or its designee. The General Partner shall deliver any such report to the Asset Manager within twenty (20) days after such report is filed with any such governmental agency, a Lender or provided to the Partnership.

The General Partner shall also prepare and deliver to or shall cause to be prepared and delivered to the Asset Manager the following reports:

8.3.72 **Monthly Development Reports**. During the Project development period and through completion of lease-up of the Project, within ten (10) days after the end of each month, the General Partner shall provide a monthly status report on the development of the Project, containing information on development costs, completion schedule, projected occupancy, operating income and expenses, accounts payable, and any difficulties encountered or anticipated in conjunction with any of these matters. The General Partner shall also submit, such additional documentation or supporting documentation as the Limited Partner, State Limited Partner and Special Limited Partner may reasonably request.

8.3.73 **Quarterly Management Reports**. Before and after lease-up of the Project, as soon as practicable after the end of each calendar quarter but in no event later than thirty

(30) days thereafter, the General Partner shall provide a management report on the Project and any other Partnership affairs, containing such information as is reasonably necessary to advise the Asset Manager about its investment in the Partnership and the development or operation of the Project (including, to the extent now or hereafter requested by the Asset Manager, a rent roll containing tenant names and addresses, monthly rent, security deposit, lease renewal date; an income and expense statement with budget comparison and a balance sheet). The General Partner shall also submit such additional documentation or supporting documentation as the Asset Manager may request.

8.3.74 **Annual Budget**. Annually, no later than November 15th of each calendar year, throughout the term of the Partnership, the General Partner shall prepare and submit, for approval by the Asset Manager, a proposed operating budget for the Project that provides budget projections based upon anticipated Project revenues and expenses, beginning with the first full calendar year after the year of Placement in Service, and for each succeeding year thereafter. The proposed budgets shall include without limitation an itemized account of projected operating income, expenses, an analysis prepared by the General Partner in a form satisfactory to the Asset Manager of reserve sufficiency for the period covered by the budget, and a copy of the most recent rent roll for the Project.

(ix) The Asset Manager shall review and approve or disapprove the proposed budget based on the financial statements for preceding operating years, the anticipated increases in operating expenses, the current and projected operating income, and the completeness of the documentation provided by the General Partner.

(x) The Asset Manager shall submit to the General Partner, in writing, any comments on the proposed budget within thirty (30) days after receipt of same. If the Asset Manager does not submit comments on the proposed budget within said thirty (30) day period, the proposed budget shall be deemed to be approved by the Asset Manager.

(xi) The General Partner shall have fifteen (15) days to submit a response, in writing, to the Asset Manager's comments on the proposed budget. If the Asset Manager does not respond in writing to the General Partner's comments within fifteen (15) days after receipt of same, the proposed budget shall be deemed approved by the Asset Manager.

(xii) If the Asset Manager responds in writing to the General Partner's comments within fifteen (15) days after receipt of same, the General Partner shall submit a revised proposed budget within fifteen (15) days after receipt of the Asset Manager's comments, responding to same.

8.3.75 **Annual Real Property Tax-Exemption or Abatement**. To the extent the Partnership is expected to receive, on an annual basis, an abatement or exemption from real property taxes in respect of the Project, the General Partner shall, no later than the applicable due date of each calendar year throughout the term of the Compliance Period, prepare and submit to the appropriate agency or authority and the Asset Manager such documents as may be required to permit the Partnership to receive the abatement or exemption from real property taxes.

8.3.76 **Evidence of Insurance**. The General Partner shall deliver to the Limited Partner and State Limited Partner, at least ten (10) days prior to the date such insurance policy expires, a certificate of insurance for each insurance coverage required by the Limited Partner and State Limited Partner as evidence of its renewal.

8.3.77 **Other Information**. Upon request from time to time, the General Partner shall provide such information and reports as may be reasonably requested by the Limited Partner, State Limited Partner and Special Limited Partner with respect to the Partnership and the Project.

8.3.78 **Annual Certification of Compliance**. The General Partner shall deliver to the Asset Manager, within five (5) days after submission, a copy of the Project's annual certification of compliance that was submitted to the State Housing Finance Agency.

8.3.79 **General Disclosure**. The General Partner shall deliver to the Asset Manager a detailed report of any of the following events or receipt of the following information as quickly as possible but no later than seven (7) days after the occurrence of such event or receipt of such information:

(ix) a material default by the Partnership under any loan, grant, subsidy, construction or property management documents or in payment of any mortgage, taxes, interest, or other obligation on secured or unsecured debt;

(x) receipt by the General Partner of any information regarding any lawsuits to which the Partnership has been made a party, any claims against the Project's hazard or liability insurance, any tax liens filed against the Project or the Partnership, or any notices of violations pertaining to the Project or the Partnership;

(xi) receipt of any notice, including any Form 8823, Report of Noncompliance or Building Disposition from the State Housing Finance Agency, together with a copy of any such notice;

(xii) receipt of any notice of any IRS or State Housing Finance Agency audit or proceeding involving the Partnership, together with a copy of any such notice; and

(xiii) the occurrence of any natural disaster or incident of widespread property damage having an impact on the Project, containing the following information to the extent available: (a) the extent of the damage to the Project, (b) any expected delays in construction or rehabilitation, (c) the effect that the damage sustained, if any, may have on marketing and lease-up activity, and (d) the amount that is anticipated to be recoverable under available insurance policies.

8.3.80 The General Partner shall deliver to the Asset Manager a detailed report of any of the following events with ten (10) days after the end of any calendar quarter during which such event occurred:

(ix) any reserve has been reduced or terminated by application of funds therein for purposes materially different from those for which such reserves was established; or

(x) any General Partner has received any notice of a material fact which may substantially affect further distributions.

8.3.81 **Tax Information; Tax Credit Eligible Basis**. Within forty-five (45) days after substantial completion of the Project's construction, a Tax Credit Eligible Basis worksheet for each Building of the Project shall be provided to the Asset Manager by the General Partner in a form specified by the Asset Manager.

8.3.82 Financial Reports.

(ix) The General Partner shall, within thirty (30) days after each calendar quarter, submit or cause to be submitted to the Asset Manager unaudited financial statements, prepared in accordance with GAAP, for the Partnership. With respect to each taxable year of the Partnership, the General Partner shall submit or cause to be submitted to the Asset Manager (a) on or before February 15 of the following calendar year, a draft of the audited financial statements prepared by the Accountant in accordance with GAAP for review and comment by the Asset Manager, and (b) on or before February 28 of the following calendar year (the "Submission Date"), a written report prepared by the Accountant, which shall include a Schedule K-1 or its successor form for preparing federal income tax returns and audited financial statements, prepared in accordance with GAAP, certified by the Accountant, and reflecting the comments received from the Asset Manager to the draft documents (the "Report"). The Report's audited financial statement shall include the following: a balance sheet of the Partnership as at the end of such year; an itemized statement of income, expenses, surplus and deficits; a financial summary which reconciles and summarizes the financial statements and bank statements as of the end of such year; changes in fund balances and changes in financial position for such year; supporting schedules; a statement of Partners' capital; the status, amount, and timing of the Projected Tax Credits and other Tax Benefits from the Project as compared with the Projections; and such additional statements with respect to the status of the Partnership and the distribution of profits and losses therefrom as are considered necessary by the General Partner or the Accountant to advise all Partners properly about their investment in the Partnership for federal income tax reporting purposes. Submissions required by this section also may include such supplemental or alternative audit-related documentation as the Limited Partner may request. If the General Partner fails to submit the Report to the Asset Manager by the Submission Date, the General Partner shall be assessed a penalty of $100 per day pursuant to Section 8.6 below. Without limiting the right of the Limited Partner under Section 8.6.3 below, the Limited Partner shall have the right to require the General Partner to remove the Accountant and the right to approve or identify a replacement accountant if the Accountant fails to submit the Report to the Asset Manager by the Submission Date.

(x) In addition to the requirements set forth in Section 8.4.2(i) above, the General Partner shall submit or cause to be submitted to the Asset Manager, at any time after the first calendar quarter of each year within forty-five (45) days after notice from the Asset Manager, (1) unaudited financial statements, or, if cause exists in the reasonable discretion of the Asset Manager, audited financial statements prepared in accordance with GAAP, of the General Partner for the prior calendar year, (2) tax returns of the General Partner and each Guarantor for the preceding calendar year and (3) such other financial information documenting the current financial condition of the General Partner and each Guarantor as the Asset Manager may reasonably require.

(xi) At the request of the Asset Manager, the General Partner shall submit or cause to be submitted to the Asset Manager within (a) forty-five (45) days after each calendar quarter, unaudited financial statements for the Guarantor(s); and (b) sixty (60) days after each calendar year, unaudited financial statements in accordance with reasonably sound accounting principles, for the Guarantor(s), until such time as all of the "General Partner Obligations" or "Guaranteed Obligations" (as such terms are defined in the Guaranty Agreement) have been fully performed or paid.

(xii) If the date of Placement in Service occurs after September 30 of the Fiscal Year in which Placement in Service occurs (the "Subject Fiscal Year"), then, the General Partner shall participate in a Mini Audit performed by the Limited Partner's accountants for the Subject Fiscal Year in lieu of submitting annual audited financial statements for such year in accordance with Section 8.4.2(i). The cost of the Mini Audit shall be a Partnership expense. If the final Cost Certification of the Project prepared by the Accountant is not submitted and approved by the Asset Manager by February 15 of the year following the Subject Fiscal Year, then performance of the Mini Audit will require submission by the General Partner of such additional audit-related documentation as the Limited Partner's accountants may request to complete the Mini Audit in the absence of the final and approved Cost Certification.

8.3.83 **Tax Returns**. With respect to each taxable year of the Partnership, the General Partner shall (i) deliver to the Asset Manager, for its review and approval, within forty-five (45) days after each taxable year ends, drafts of Form 1065 and Schedule K-1 or any successor federal return of income forms required to be filed on behalf of the Partnership, and any and all other forms, schedules, materials required in connection therewith (the "Tax Return Documents"), and (ii) cause to be prepared and filed with the appropriate agencies within sixty (60) days after each taxable year ends, the Tax Return Documents, which shall be revised or amended to include any comments made by the Asset Manager. Within such sixty (60) day period, the General Partner shall deliver a copy of the filed Tax Return Documents to the Asset Manager. The General Partner shall cause the Accountants to include in the Tax Return Documents (a) a capital account analysis that includes a calculation of Partner Minimum Gain and Partnership Minimum Gain for the current taxable year and all prior taxable years, (b) a GAAP-to-tax reconciliation if the capital account on the Schedule K-1 is presented on a GAAP basis, and (c) for the first taxable year in which the Partnership claims Tax Credits, a schedule describing the Accountant's calculation of the Tax Credits claimed by the Partnership for such tax year. In addition, the General Partner shall comply with all requirements of Section 6.3.2 hereof with respect to anticipated Tax Credits and other Tax Benefits.

8.3.84 [Reserved].

8.3.85 **Estimated Tax Credits**. Prior to October 15th of each year, the General Partner shall send to the Asset Manager an estimate of the Limited Partner's and State Limited Partner's share of Tax Credits, Solar Tax Credits and State LIHTC by each

Building of the Project, estimate of total Tax Credits, Solar Tax Credits and State LIHTC and estimates of Profits and Losses for federal income tax purposes in a form specified by the Limited Partner. The General Partner and the Accountant shall prepare this estimate.

8.3.86 **Tax Information Required by Partnership Representative**. The General Partner shall deliver, or shall cause the Accountant to deliver, to the Partnership Representative, within the timeframes established by the Partnership Representative pursuant to its obligations under Section 6.12 hereof and the Code and Regulations, all information and documentation required by the Partnership Representative for the performance of its duties as Partnership Representative under Section 6.12 hereof and the Code and Regulations.

Review of Compliance.

8.3.87 The General Partner shall, seventy-five (75) days after the end of each Fiscal Year of the Partnership, certify to the Asset Manager in the same scope and manner that it is required to certify, if requested, to the applicable State Housing Finance Agency, that the Partnership is in compliance with all regulations and procedures relating to the operation of the Project as a qualified Tax Credit project within the meaning of Section 42(h) of the Code. Upon initial lease-up of the Project and thereafter no more frequently than annually, the Limited Partner and the State Limited Partner may, at the Partnership's expense, conduct or cause to be conducted an audit or review (which may include an on-site inspection of the Project) of the Partnership's compliance with all regulations and procedures relating to the operation of the Project as a qualified Tax Credit project within the meaning of Section 42(h) of the Code. This audit or review will be conducted not less than thirty (30) nor more than ninety (90) days following a written request by the Limited Partner or State Limited Partner for such audit or review. The General Partner shall cooperate with any such audit by making appropriate personnel of the General Partner and the Property Management Agent and all books and records (including, without limitation, copies of initial tenant files, any IRS Forms 8823 issued to the Partnership, and other applicable related documents and reports) of the Project and Partnership available to the Limited Partner or its representatives at the offices of the Partnership during regular business hours.

8.3.88 The General Partner within thirty (30) days following achievement of Qualified Occupancy, deliver to the Asset Manager one or more discs or a link to a file sharing website containing scanned copies of the First Year Tenant Files.

8.3.89 The General Partner shall provide access to the Project at all reasonable times and upon reasonable advance notice and shall extend full cooperation to the Asset Manager in connection with such physical inspections of the Project and any records as the Asset Manager may wish to conduct in order to monitor the General Partner's performance of its obligations under this Partnership Agreement.

8.3.90 **Failure to Provide Information**Failure by the General Partner to provide the reports required under this Article 8 will result in the assessment of a $100 per day penalty, due and payable to the Limited Partner, until the reports are received in a form that is acceptable to the Limited Partner. This penalty will not be applicable if (i) waived by the Limited Partner, or (ii) the required information is received within seven (7) business days of receipt of a written notice of demand from the Limited Partner.

8.3.91 If the General Partner fails to provide in a timely manner any information, report or data required to be provided by the General Partner under this Article 8, or otherwise fails to perform its obligations under this Article 8, then, in addition to any other remedies the Limited Partner or State Limited Partner may have under this Partnership Agreement or applicable law, the Partnership shall not make any distributions or payments to the General Partner, pursuant to Section 5.1 or Section 5.2 hereof until such time as such information, report, or data have been provided or such other obligations have been fulfilled.

8.3.92 Regardless of whether the penalties are paid or waived, the Limited Partner shall have the right to require the General Partner to remove the Accountant and the right to approve or identify a replacement accountant if any of the above applicable reporting requirements are not met. The failure on the part of the General Partner to remove the Accountant and replace it with an accounting firm that is acceptable to the Limited Partner within thirty (30) days of a written request to do so from the Limited Partner shall be an Event of Default under Section 10.6.1 hereof.

8.3.93 If the General Partner causes or suffers repeated or unreasonable delay in providing any reports or information required to be submitted to the Limited Partner or State Limited Partner under Article 8, and fails to provide such report or information within twenty (20) business days after receiving notice of such delay from the Limited Partner or State Limited Partner, such delay shall constitute an Event of Default under Section 10.6.1 hereof.

Article 9: TRANSFER OF LIMITED PARTNER'S OR STATE LIMITED PARTNER'S PARTNERSHIP INTERESTS

Voluntary Transfers. A Limited Partner or State Limited Partner may at any time make a Voluntary Transfer of all or any part of its Partnership Interest, so long as such Voluntary Transfer complies with the following conditions: (i) the General Partner has received a written instrument of transfer of all such Partnership Interest, which instrument shall be signed by the transferor Limited Partner or State Limited Partner and the transferee and shall contain the name and address of the transferee and the transferee's express acceptance of and agreement to be bound by all of the terms and conditions of this Partnership Agreement; (ii) all requirements of applicable state and federal securities laws, if any, have been complied with; (iii) such Voluntary Transfer will not result in the Partnership's loss of any exemption (federal or state) from the registration of the sale of securities relied upon in its offering of the Partnership Interest; (iv) if the transfer is a transfer of the Limited Partner's or State Limited Partner's Partnership Interest or the controlling interest in the Limited Partner's or State Limited Partner's Partnership Interest to a non-Affiliate of the Limited Partner or State Limited Partner, such transfer shall be subject to a right of first offer in favor of the General Partner as described in Section 9.2.1; (v) such Voluntary Transfer will not result in the Partnership being classified as an "association" which is taxable as a corporation for federal income tax purposes; and (vi) any necessary Lender consent, which the General Partner agrees to use its best efforts to obtain, has been obtained prior to the effective date of such transfer. Upon compliance with all of the conditions of this Section 9.1, such Voluntary Transfer of a Limited Partner's or State Limited Partner's Partnership Interest binds the Partnership and the General Partner. No such transfer may cause the dissolution and termination (other than tax termination) of the Partnership and the transferee shall automatically be deemed to be an Assignee with respect to such Partnership Interest. If any transfer of a Limited Partner's or State Limited Partner's Partnership Interest, including the transfer of beneficial interests, results in a tax termination of the Partnership or any transfer fees or taxes, review fees or similar costs or expenses (other than with respect to a transfer of the Limited Partner or State Limited Partner interest to the General Partner or an Affiliate thereof), the Limited Partner or State Limited Partner shall be responsible for the cost of preparing and filing any additional tax returns and for the payment of such fees, taxes, costs or expenses.

9.3.72 The Limited Partner intends to either (i) hold only bare legal title to its Partnership Interest and will ultimately transfer beneficial interests in its Partnership Interest to one or more Persons, or (ii) ultimately transfer its Partnership Interest to an investment fund managed by an Affiliate of the Limited Partner and transfer partner or member interests in such fund to one or more Persons, and in either case, the Limited Partner or such Persons or investment fund may also sell, transfer, or, as security for debt, assign or pledge such beneficial interests, Partnership Interest or partner or member interests in the investment fund without the consent of the General Partner; provided, however, the controlling interest in the Limited Partner shall not be transferred prior to the Limited Partner making all of its Capital Contributions (with the exception to an Affiliate of the Limited Partner or National Equity Fund, Inc.), and, after the Limited Partner has paid all of its Capital Contributions, any transfer of the Limited Partner's Partnership Interest required under this Partnership Agreement shall be subject to the right of first offer in favor of the General Partner as described in Section 9.2.1. Notwithstanding the provisions of Section 9.1, the General Partner hereby acknowledges and consents to any such transfers, assignments or pledges, and agrees that, upon any such transfer or any foreclosure or other enforcement under any such assignment or pledge, it will recognize the assignee of the (a) beneficial interests as the owner of such beneficial interests in the Partnership Interest, or (b) Partnership Interest as the Substituted Limited Partner.

Consent to Substitution as a Limited Partner.

9.3.73 In addition to the requirements set forth in Section 9.1, an Assignee of a Limited Partner's or State Limited Partner's Partnership Interest in connection with a Voluntary Transfer, other than an assignee of a beneficial interest, will not become a Substituted Limited Partner or Substituted State Limited Partner, unless and until General Partner consents in writing to such substitution, which consent may not be unreasonably withheld and is hereby granted for the transfers, assignments and pledges described in Section 9.1.1, provided that no such consent shall be required for the (i) substitution of an Assignee that is an Affiliate of the Limited Partner or State Limited Partner, or (ii) any transfer by the Limited Partner or State Limited Partner of its Partnership Interest after its Capital Contribution has been paid in full. The General Partner shall duly file for record any required amendment to the Certificate of Limited Partnership reflecting such substitution in such public offices as shall be required under the Act. The effective date of the substitution of the Assignee as a Substituted Limited Partner or Substituted State Limited Partner shall be the date on which the General Partner provides its consent if required or the date of the assignment to such Affiliated Assignee, as the case may be. The Limited Partner or State Limited Partner shall be responsible for all expenses and costs relating to any such transfer during the Compliance Period other than to a transferee related to the General Partner or any Affiliate of either. If the transfer is to the General Partner or any Affiliate of either during the Compliance Period, the Limited Partner or State Limited Partner shall be responsible for all expenses and costs related to such transfer; provided, however, the General Partner shall be responsible for any transfer taxes and each party shall be responsible for its own attorneys' fees.

In the event there may be a transfer to a non-Affiliate of the Limited Partner or State Limited Partner of the Limited Partner's or State Limited Partner's Partnership Interest after the Limited Partner or State Limited Partner satisfied its obligations to pay its required Capital Contributions under this Partnership Agreement, then so long as no Event of Default exists, such transfer shall be subject to a right of first offer in favor of the General Partner. The Limited Partner or State Limited Partner shall provide written notice to the General Partner the terms of the offer (the "Offer Notice"). The General Partner shall have ten (10) business days after receiving the Offer Notice to exercise its right of first offer or decline to exercise its right of first offer. If the General Partner does not respond within ten (10) business days after receiving the Offer Notice, then such right shall be deemed waived.

9.3.74 If the General Partner's consent is required but such Partner does not consent to the substitution of an Assignee of a Limited Partner's or State Limited Partner's Partnership Interest in connection with a Voluntary Transfer, then the transferor Limited Partner or State Limited Partner retains all the rights of a transferor of a limited partnership interest under the Act and, except as otherwise provided in Section 9.4, the Assignee shall not be treated as owning any interest in the Partnership. In particular, an Assignee of a Limited Partner's or State Limited Partner's Partnership Interest in connection with a

Voluntary Transfer, other than an assignee of a beneficial interest, who is not admitted as a Substituted Limited Partner or Substitute State Limited Partner under this Section 9.2 shall not be entitled to: (i) require any accounting of the Partnership's transactions; (ii) inspect the Partnership's books and records; (iii) require any information from the Partnership; or (iv) exercise any privilege or right of a Limited Partner or State Limited Partner that is not specifically granted to a nonsubstituted transferee of a limited partnership interest under the Act.

Involuntary Transfers. The Involuntary Transfer of all or any part of any Limited Partner's or State Limited Partner's Partnership Interest will not cause the dissolution and termination of the Partnership, but rather the business of the Partnership is continued without interruption in accordance with the provisions of this Section 9.3. Upon an Involuntary Transfer of all or any part of any Limited Partner's or State Limited Partner's Partnership Interest, such Limited Partner's or State Limited Partner's successor or legal representative shall automatically be deemed to be a Substituted Limited Partner or Substituted State Limited Partner.

Distributions and Allocations with Respect to Transferred Partnership Interests. Upon any transfer (whether a Voluntary Transfer or Involuntary Transfer recognized by the Partnership or other transfer) of the Limited Partner's or State Limited Partner's Partnership Interest under this Article 9, all allocations of Profits and Losses attributable to the transferred Partnership Interest shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during such fiscal period, using any convention or method of allocation selected by the General Partner which is then permitted under Section 706 of the Code and the Regulations promulgated thereunder. All distributions of Cash Flow made prior to the effective date of any such transfer shall be made to the transferor and any such distributions made after the effective date of such transfer shall be made to the transferee.

Disposition of Project. Subject to the restrictions and rights reserved to the General Partner below the General Partner may cause the sale of all or any portion of the assets or business of the Partnership for their fair market value upon such terms as it shall determine in the exercise of reasonable discretion and prudent business judgment subsequent to the Post-Compliance Option Period (as defined below). During the Post-Compliance Option Period, the General Partner may exercise any right it may have hereunder to purchase the Limited Partner's and State Limited Partner's Partnership Interest or the Project. Any such sale of the Project shall cause the dissolution and liquidation of the Partnership only if required by the provisions of Article 11 hereof. Upon any sale of the Project (which term, as used in this Section 9.5, shall include any portion of the Project containing one or more rental units and any related assets or business of the Partnership), the net proceeds thereof shall be distributed in accordance with Section 5.2 or Section 11.2 hereof, as applicable. Except as specifically provided in this Section 9.5 and Section 9.6, neither the General Partner nor the General Partner shall sell the Project without the prior written consent of the Limited Partner and State Limited Partner, and shall comply with the following provisions with respect to any proposed sale or refinancing.

Right to Purchase Limited Partner's and State Limited Partner's Interest or the Project. At the end of the Compliance Period and for a period of two (2) years thereafter (the "Post-Compliance Option Period"), provided that the General Partner remains in good standing as a Partner without the occurrence of an Event of Default described in Section 10.6 hereof, and provided the General Partner agrees to maintain the property for low and moderate income use for at least an additional fifteen (15) years after the end of the Compliance Period, the General Partner shall have the right to:

9.3.75 Purchase the Partnership Interest of the Limited Partner and State Limited Partner on or before the end of the expiration of the Post-Compliance Option Period for the greater of (the greater amount being referred to as the "Interest Buyout Price"): (i) (1) the fair market value of the Limited Partner's and State Limited Partner's interest, plus (2) outstanding principal and interest on any loans made by the Limited Partner and State Limited Partner to the Partnership, plus (3) any unpaid obligations due and owing to the Limited Partner and State Limited Partner, including, but not limited to, any unpaid portion of any credit adjuster payments due and owing to the Limited Partner and State Limited Partner (including due to Change in Tax Law), or (ii) an amount equal to the sum of: (1) the Limited Partner's and State Limited Partner's state, local and federal exit tax liability as a result a result of the sale of its Limited Partner's and State Limited Partner's interest, (2) outstanding principal and interest on any loans made by the Limited Partner and State Limited Partner to the Partnership, and (3) plus any unpaid obligations due and owing to the Limited Partner and State Limited Partner, including, but not limited to, any unpaid portion of any credit adjuster payments (including due to Change in Tax Law). The "fair market value" of the Limited Partner's and State Limited Partner's interest, for this purpose, shall be based on the appraised value of all assets of the Partnership, including the value of the Project as low income housing to the extent continuation of such use is required and will consider all rental restrictions and any other encumbrances or restrictive use agreements affecting the Project and reserve accounts to the extent the use of such reserves is not restricted by any agency. For the appraisal, the appraiser may take into account, in its sole and absolute discretion, any factors it deems relevant, such as limitations on the market for the Limited Partner's and State Limited Partner's partnership interest including limitations resulting from the lack of marketability, transferability and liquidity, limitations on the Limited Partner's and State Limited Partner's management control and management selection, and limitations on the Limited Partner's and State Limited Partner's ability to require liquidation. The fair market value of the Partnership Interest shall be determined by an MAI appraiser (licensed in Colorado with at least five (5) years of experience valuing income restricted multifamily real property located in the West), in its sole and absolute discretion, selected by the General Partner, with the prior consent of the Limited Partner and State Limited Partner which will not be unreasonably withheld, delayed, or conditioned. The appraisal shall be paid for by the Partnership. Notwithstanding anything herein to the contrary, all loans to the Partnership by the Limited Partner and State Limited Partner must be repaid prior to or at the time of the closing of the General Partner's exercise of the option pursuant to this Section 9.6.1. The closing pursuant this Section 9.6.1 shall take place within forty-five (45) days of receipt by the Limited Partner and State Limited Partner of the General Partner's intent to exercise its right to purchase the Limited Partner's and State Limited Partner's Partnership Interest. At the time of the sale of the Limited Partner's and State Limited Partner's Partnership Interest, the General Partner may confirm to the appraiser in writing whether it intends to continue the business of the Partnership and to operate the Project after such sale and the appraiser, if it deems such information to be relevant, may take such information into account in determining the value of the Limited Partner's and State Limited Partner's Partnership Interest.

9.3.76 Purchase the Project exercisable by written notice delivered to the Limited Partner and State Limited Partner on or before the end of the Post-Compliance Option Period for the greater of (the greater amount being referred to as the "Project Buyout Price"): (i)(1) the fair market value of the Project, plus (2) outstanding principal and interest on any loans made by the Limited Partner and State Limited Partner to the Partnership, plus (3) any unpaid obligations due and owing to the Limited Partner, including, but not limited to, any unpaid portion of any credit adjuster payments due and owing to the Limited Partner and State Limited Partner (including due to Change in Tax Law), or (ii) an amount equal to the sum of: (1) the amount needed for the Partnership to distribute to the Limited Partner and State Limited Partner the Limited Partner's and State Limited Partner's state, local and federal exit tax liability as a result a result of a sale of the Project, (2) all outstanding Partnership debt (including loans from the Limited Partner), and (3) plus any unpaid obligations due and owing to the Limited Partner and State Limited Partner, including, but not limited to, any unpaid portion of any credit adjuster payments (including due to Change in Tax Law). The "fair market value" of the Project, for this purpose, shall be based on the appraised value of all assets of the Partnership, including the value of the Project as low income housing to the extent continuation of such use is required and will consider all rental restrictions and any other encumbrances or restrictive use agreements affecting the Project and reserve accounts to the extent the use of such reserves is not restricted by any agency. The fair market value of the Project shall be determined by an MAI appraiser, (licensed in Colorado with at least five (5) years of experience valuing income restricted multifamily real property located in the West), in its sole and absolute discretion, selected by the General Partner, with the prior consent of the Limited Partner and State Limited Partner which will not be unreasonably withheld, delayed, or conditioned. The appraisal shall be paid for by the Partnership. Notwithstanding anything herein to the contrary, all loans to the Partnership by the Limited Partner and State Limited Partner must be repaid prior to or at the time of the closing of the General Partner's exercise of the option pursuant to this Section 9.6.2. The closing pursuant this Section 9.6.2 shall take place within forty-five (45) days of receipt by the Limited Partner and State Limited Partner of the General Partner's intent to exercise its right to purchase the Project.

9.3.77 In addition, starting with the first calendar year after all Tax Credits have been delivered with respect to the Project and through the end of the Compliance Period, the General Partner may have the option to purchase the Project for the Project Buyout Price or the Limited Partner's and State Limited Partner's Partnership Interest for the Interest Buyout Price, provided each of the following additional conditions is satisfied: (i) the Limited Partner and State Limited Partner (a) approves such exercise, in its sole and absolute discretion, or (b) determines, in its sole and absolute discretion, that the Partnership will provide the Limited Partner and State Limited Partner an internal rate of return in an amount at least equal to the internal rate of return calculated utilizing the same methodology as the Projections, but revised to reflect the actual delivery of Tax Credits and losses to the Limited Partner and State Limited Partner through the exercise of the purchase option under this Section 9.6, as shown on the Projections even after the exercise of the purchase option; (ii) the Limited Partner and State Limited Partner determine that an exercise of the purchase option under this Section 9.6 after the Partnership has received all Tax Credits available to it will not result in any negative tax consequences to the Limited Partner and State Limited Partner; (iii) to the extent required by the Limited Partner and

State Limited Partner, in their sole and absolute discretion, the General Partner provides adequate protection against the possibility of recapture of Tax Credits prior to the end of the audit period applicable to the Compliance Period, which protection may include, but shall not be limited to, a guaranty or indemnification from a credit-worthy entity acceptable to the Limited Partner and State Limited Partner in their sole discretion; and (iv) the General Partner and/or the Partnership shall pay to the Limited Partner and State Limited Partner all unpaid fees, loans, credit adjuster distributions, and credit adjuster payments owed to the Limited Partner and State Limited Partner.

No Disposition Fee shall be charged upon the General Partner's purchase of the Project or the Limited Partner's and State Limited Partner's interest in the Partnership under this Section 9.6.

9.3.78 The provisions of Section 9.5 and 9.6 hereof shall be subject to that certain Right of First Refusal Agreement between the Partnership, as grantor, and _________, as grantee, dated on or about the date hereof, pursuant to which the Partnership has granted to ________ a right of first refusal to purchase the Project, on the terms and conditions set forth therein, provided that the Special Limited Partner remains in good standing as Special Limited Partner without the occurrence of any event described in Section 10.6 hereof, in the form attached hereto as **Exhibit F**.

9.3.79 The General Partner hereby acknowledges and agrees the right to purchase the Project set forth in Sections 9.6.2 and 9.6.3 above are expressly subject to the lien, security interest and other rights securing the Construction Loan and the Permanent Loan, provided that such subordination will not impair the right of the General Partner to acquire the Project subject to the terms and provisions of the documents evidencing the Construction Loan and Permanent Loan. The Partners agree not to amend or modify this Section 9.6.5 with respect to any right to purchase the Project without the written consent of the Taxable Lender.

Warehouse Lender. Notwithstanding the foregoing provisions of this Article or any other provision of this Partnership Agreement:

9.3.80 The General Partner acknowledges and consents to the Limited Partner's or State Limited Partner's pledge and collateral assignment of its Partnership Interest (the "LP Pledge") to the Warehouse Lender;

9.3.81 The Warehouse Lender shall have the rights of a secured party to retain, sell or transfer the Partnership Interest so pledged in accordance with the LP Pledge, including, without limitation, the right to transfer or assign its rights hereunder and under the LP Pledge without the consent of the Partnership, any Partner or any other Person, subject only to Section 9.7.6;

9.3.82 Upon the enforcement of the LP Pledge and the foreclosure upon the Partnership Interest pledged thereunder, the Warehouse Lender (or its nominee or transferee) shall be immediately, automatically and unconditionally admitted as a Substituted Limited Partner or Substituted State Limited Partner, subject only to Section 9.7.6;

9.3.83 Neither the Partnership nor any Partner shall cause the Partnership Interest to be or become, a "security", "investment property" or held in a "securities account" (within the meaning of Articles 8 and 9 of the Uniform Commercial Code of the State (the "UCC")) and the Partnership Interest will be, and will remain, "general intangibles" within the meaning of Article 9 of the UCC, and any action by the Partnership or any Partner to cause any of the Partnership Interest to be deemed to be or to be treated other than as general intangibles within the meanings of Article 9 of the UCC shall be void and of no effect;

9.3.84 The Partnership and the Partners agree (i) to notify the Warehouse Lender in writing at the applicable addresses provided in the definition of "Warehouse Lender" of any default by the Limited Partner or State Limited Partner of any of its obligations hereunder, (ii) to refrain from exercising any rights or remedies as a result of such default (whether hereunder or otherwise at law or in equity) until the Warehouse Lender has received such notice and has been given 60 days to cure such default, and (iii) that the Warehouse Lender can cure such default by paying only those portions of the Limited Partner's or State Limited Partner's Capital Contribution for which the conditions to payment set forth in Sections 3.2 have then been satisfied;

9.3.85 The Warehouse Lender's rights hereunder are subject to compliance with all HUD requirements regarding transfer of physical assets and submission and approval of a HUD Prior Participation Certificate, and/or obtaining the State Housing Finance Agency's written consent if required; and

9.3.86 So long as the Limited Partner's or State Limited Partner's Partnership Interest continues to be "Pledged Collateral" under the LP Pledge, any amendment to (i) this section, (ii) any other provision herein which would materially affect the Warehouse Lender's rights and priorities under the LP Pledge, or (iii) the identity of the Asset Manager, the Asset Management Fee, the Disposition Fee or any other fee payable to the Asset Manager, or the terms of payment thereof, shall require the prior written consent of the Warehouse Lender.

9.3.87 The Warehouse Lender is an intended third party beneficiary of this Section 9.7.

Voluntary Withdrawal. Notwithstanding anything in this Article 9 to the contrary, the Limited Partner and State Limited Partner shall have the right to withdraw from the Partnership without the General Partner's consent at any time after the Limited Partner or State Limited Partner has paid in full its Capital Contribution. The Limited Partner or State Limited Partner shall provide the General Partner with thirty (30) days' prior written notice of the effective date of such withdrawal. At the Limited Partner's or State Limited Partner's request, the General Partner shall cooperate with the Limited Partner or State Limited Partner by taking such actions as the Limited Partner or State Limited Partner determines are necessary or advisable in order to effectuate such withdrawal. Notwithstanding the foregoing, the Limited Partner or State Limited Partner shall be responsible for the costs of any such withdrawal during the Compliance Period. Upon such withdrawal under this Section 9.8, the Limited Partner or State Limited Partner shall no longer be a Limited Partner or State Limited Partner in the Partnership, the Asset Manager shall no longer be the Asset Manager of the Partnership if both the Limited Partner and State Limited Partner withdraw, and the Limited Partner or State Limited Partner and Asset Manager (if both the Limited

Partner and State Limited Partner withdraw) shall have no continuing interest in the Partnership and shall not be entitled to any fees, distributions, compensation or payments from the Partnership and shall have no interest in any property or assets of the Partnership

Put Right. Commencing on the expiration date of the Tax Credit Period, the Limited Partner and State Limited Partner shall each have the right to require the General Partner to purchase the Limited Partner's and State Limited Partner's Partnership Interest (the "Put Right") for a purchase price of One Thousand and No/100 Dollars ($1,000.00) (the "Purchase Price") each. The Put Right may be exercised by the Limited Partner or State Limited Partner by giving written notice to the General Partner at any time on or after the date that is thirty (30) days prior to the expiration of the Tax Credit Period. In the event that the Limited Partner or State Limited Partner exercises its Put Right pursuant to this Section 9.9, the Purchase Price shall be paid to the Limited Partner or State Limited Partner in cash or immediately available funds, unless otherwise mutually agreed, at a closing to occur on the first business day following the date that is thirty (30) days after the Limited Partner or State Limited Partner has given notice to the General Partner of the exercise of the Put Right. All costs and expenses of the purchase of the Limited Partner's or State Limited Partner's Partnership Interest, including exit taxes, shall be paid by the General Partner. To the extent required by the Limited Partner or State Limited Partner, in its sole and absolute discretion, the General Partner shall provide adequate protection against the possibility of recapture of Tax Credits prior to the end of the audit period applicable to the Compliance Period, which protection may include, but shall not be limited to, a guaranty or indemnification from a credit-worthy entity acceptable to the Limited Partner or State Limited Partner in its sole discretion, and ongoing reporting obligations with respect to compliance. The General Partner and/or the Partnership shall pay to the Limited Partner or State Limited Partner all unpaid fees, loans, credit adjuster distributions, and credit adjuster payments owed to the Limited Partner. Upon receipt of the Purchase Price, the Limited Partner or State Limited Partner shall transfer the Partnership Interest free and clear of any liens, charges, encumbrances or interests of any third party and shall execute or cause to be executed any documents required to fully transfer such Partnership Interest. As of the effective date of such closing, the Limited Partner or State Limited Partner shall have no further interest in the Partnership. Upon such withdrawal under this Section 9.9, the Limited Partner or State Limited Partner shall no longer be a Limited Partner or State Limited Partner in the Partnership, the Asset Manager shall no longer be the Asset Manager of the Partnership (if both the Limited Partner and State Limited Partner exercise the Put Right), and the Limited Partner, State Limited Partner and Asset Manager (if both the Limited Partner and State Limited Partner exercise the Put Right) shall have no continuing interest in the Partnership and shall not be entitled to any fees, distributions, capital contributions, compensation or payments from the Partnership and shall have no interest in any property or assets of the Partnership.

Article 10: TRANSFER OF GENERAL PARTNER'S OR SPECIAL LIMITED PARTNER'S PARTNERSHIP INTERESTS

Voluntary Transfers.

10.3.72 The Partnership shall not recognize any Voluntary Transfer of a General Partner's or Special Limited Partner's Partnership Interest and any such attempted Voluntary Transfer shall be invalid and ineffective as to the Partnership, State Limited Partner and the Limited Partner, unless and until: (i) the proposed transfer is of all the Partnership Interest owned by such General Partner or Special Limited Partner; (ii) the Limited Partner and State Limited Partner have received a written instrument of transfer of all such Partnership Interest, which instrument shall be signed by the General Partner or Special Limited Partner and the transferee and shall contain the name and address of the transferee and the transferee's express acceptance of an agreement to be bound by all of the terms and conditions of this Partnership Agreement; (iii) the General Partner or Special Limited Partner has paid or caused to be paid all costs related to such Voluntary Transfer, including, without limitation, the reimbursement of all legal fees and expenses incurred by the Partnership in connection with such transfer; (iv) such Voluntary Transfer will not result in the termination of the Partnership for federal income tax purposes; (v) such Voluntary Transfer will not result in the Partnership being classified as an "association" which is taxable as a corporation for federal income tax purposes; (vi) the Partnership receives an opinion of legal counsel to the effect of clause (v); and (vii) the Limited Partner and State Limited Partner have consented in writing to such Voluntary Transfer, which consent may be withheld or given, in the sole discretion of the Limited Partner and State Limited Partner.

10.3.73Upon compliance with this Section 10.1, such transfer of a General Partner's or Special Limited Partner's Partnership Interest shall bind the Partnership and all the Partners and no such Voluntary Transfer shall cause the termination of the Partnership. In addition, effective as of the date of full compliance with the requirements of this Section 10.1, the transferee of a General Partner's or Special Limited Partner's Partnership Interest shall be admitted as a new General Partner or Special Limited Partner of the Partnership and shall be vested with all the powers and obligations with respect to the management of the Partnership as are granted to and placed upon the transferor General Partner or Special Limited Partner under this Partnership Agreement.

Involuntary Transfers. An Involuntary Transfer of a General Partner's Partnership Interest at such time as there is more than one General Partner shall not dissolve the Partnership, but rather the business of the Partnership shall be continued without interruption and all of the management powers and authority granted herein to the General Partner making such Involuntary Transfer shall automatically be placed upon the remaining General Partner(s). An Involuntary Transfer of a General Partner's Partnership Interest when there is no other General Partner in existence shall dissolve the Partnership and the Partnership's affairs and business shall be wound up and terminated under Article 11, unless the Limited Partner agrees in writing to the continuation of the business of the Partnership and the appointment of a new General Partner pursuant to the provisions of Section 10.3.

Continuation of Partnership After Involuntary Transfer of General Partner's Partnership Interests. Upon an Involuntary Transfer of the last remaining General Partner's

Partnership Interest, the Partnership will dissolve and the affairs and business of the Partnership will be wound up and terminated under Article 11, unless within ninety (90) days after the occurrence of such Involuntary Transfer, the Limited Partner agrees in writing to the continuation of the business of the Partnership and the appointment of a new General Partner. Unless such an election is made within such 90 day period, the Partnership may conduct only those activities that are necessary to wind up and terminate its affairs and business. If such an election is made within such 90 day period, then: (a) the reconstituted partnership will continue until the end of the term of the Partnership's existence set forth in this Partnership Agreement; and (b) immediately upon its receipt of cash in an amount equal to the greater of (1) $100 or (2) the then positive balance in its Capital Account, the former General Partner is automatically (and without the need for the execution of any further documentation) deemed to have relinquished its entire Partnership Interest, with such relinquished Partnership Interest being automatically allocated to the new General Partner.

Distributions and Allocations with Respect to Transferred Partnership Interests. If any transfer (whether a Voluntary or Involuntary Transfer) of a General Partner's or Special Limited Partner's Partnership Interest is recognized by the Partnership under this Article 10, then all allocations of Profits and Losses attributable to the transferred Partnership Interest are divided and allocated between the transferor and the transferee by taking into account their varying interests during such fiscal period, using any convention or method of allocation selected by the Limited Partner which is then permitted under Section 706 of the Code and the Regulations promulgated thereunder. Any distributions of Cash Flow made prior to the effective date of any such transfer are made to the transferor and any such distributions made after the effective date of such transfer shall be made to the transferee. Neither the Partnership nor the Limited Partner or State Limited Partner will incur any liability for making allocations and distributions in accordance with the provisions of this Section 10.4.

Voluntary Withdrawal. A General Partner or Special Limited Partner may not voluntarily withdraw from the Partnership without the prior written consent of the Limited Partner and State Limited Partner.

Removal of General Partner . The Limited Partner may remove the General Partner and/or Special Limited Partner, or at its election any individual General Partner or Special Limited Partner if there is more than one General Partner or Special Limited Partner, for any of the following Events of Default:

10.3.74**Events of Default**.

(ix) Any fraud, gross negligence, malfeasance or intentional misconduct of the General Partner or Special Limited Partner; or

(x) Any act by the General Partner or Special Limited Partner outside the scope of its duties or obligations under this Partnership Agreement or any breach by the General Partner or Special Limited Partner of any fiduciary duty to the Partnership, State Limited Partner or the Limited Partner; or

(xi) The breach of any representation or warranty of the General Partner or Special Limited Partner contained in this Partnership Agreement, including, without limitation, those contained in Section 6.3 hereof that has a material adverse effect on the Partnership, the Limited Partner, the State Limited Partner or the Project; or

(xii) The breach by the General Partner or Special Limited Partner of any covenant of the General Partner or Special Limited Partner contained in this Partnership Agreement, including without limitation those contained in Section 6.3 hereof that has a material adverse effect on the Partnership, the Limited Partner, State Limited Partner or the Project; or

(xiii) Any action or inaction by the Partnership, General Partner or Special Limited Partner, or any Affiliate of the General Partner or Special Limited Partner that does, or with the passage of time would, (a) cause the termination of the Partnership for federal income tax purposes (except to the extent such action is expressly authorized herein), (b) cause the Partnership to be treated for federal income tax purposes as an association taxable as a corporation, (c) violate any applicable federal or state securities laws (as they relate to the Partnership or the Partnership Interest), (d) cause the Partnership to fail to qualify as a limited partnership under the Act, (e) cause the Limited Partner or State Limited Partner to be liable for Partnership obligations in excess of its Capital Contribution except as expressly provided herein or the Act, (f) qualify as an event of removal or withdrawal with respect to the General Partner or Special Limited Partner under the Act, or (g) otherwise substantially reduce Tax Benefits or substantially increase tax liabilities of the Limited Partner or State Limited Partner that is otherwise not permitted by this Agreement and otherwise is not cured by payments made pursuant to Section 6.9 hereof; or

(xiv) The General Partner allows or fails to prevent any construction cost overruns or Operating Deficits to be incurred by the Partnership and such cost overruns and Operating Deficits are not funded by loans or other sources of funds on terms that do not adversely affect the Projections or financial viability of the Project or the Partnership; or

(xv) A material default occurs under the Construction Loan, Subordinate Cash Flow Loans, Permanent Loan, or any Project Documents and such default is not cured or waived by the Lender within thirty (30) days after the occurrence of such default, or if such default takes more than thirty (30) days to cure, the General Partner has failed to commence diligent efforts to effect a cure within such thirty (30) day period and diligently pursue such remedies until the default is fully cured (it being acknowledged and agreed that an Event of Default under this subsection (vii) exists independently of an Event of Default under subsection (ix) hereof and does not merge with subsection (ix) if a foreclosure or other creditor's action is filed in connection with the Construction Loan, Subordinate Cash Flow Loans or Permanent Loan); or

(xvi) The Project or the Partnership is substantially mismanaged and such mismanagement has a material adverse effect on the Partnership, the Project, the State Limited Partner or the Limited Partner; or

(xvii) Any Lender to the Partnership or other creditor of the Partnership files a foreclosure or other creditor's action for exercise of control over the Project or the rents therefrom, or the filing of a bankruptcy petition or similar creditor's action by or against the Partnership and any such action is not dismissed within sixty (60) days; or

(xviii) The Partnership fails to deliver 80% of the Projected Tax Credits and Projected State LIHTC to the Limited Partner and State Limited Partner with respect to any calendar year; or

(xix) The General Partner fails to timely and promptly discharge the Property Management Agent if at any time cause (as such term is defined in Section 6.4.9(v) hereof) for such removal exists; or

(xx) The General Partner fails to remove the Accountant and replace it with an accountant that is approved by the Limited Partner in accordance with the requirements of Section 8.6.3 hereof; or

(xxi) Any payment required to be made to the Limited Partner, State Limited Partner or the Partnership by the General Partner pursuant to Sections 6.4.6(i), 6.4.6(ii), and Section 6.9 is not timely made by or on behalf of the General Partner any guarantor of such obligation; or

(xxii) The occurrence of an "Event of Default" under the Guaranty Agreement; or

(xxiii) The General Partner or Special Limited Partner ceases to qualify the Property for the Property Tax Exemption and such loss of exemption lasts for 90 days or such longer period as agreed to by the Limited Partner, State Limited Partner and General Partner;

(xxiv) A General Partner or Special Limited Partner transfers a controlling interest in itself without the consent of the Limited Partner and State Limited Partner as required in Section 6.3.30 of this Partnership Agreement; or

(xxv) The occurrence of an Event of Default as described in Section 8.6.4; or

(xxvi) The commencement by a General Partner, Special Limited Partner or a Guarantor of a proceeding in bankruptcy or insolvency seeking a compromise, adjustment or other relief under the laws of the United States or of any state relating to the relief of debtors; or

(xxvii) The failure of the General Partner or Special Limited Partner to obtain the dismissal of any case commenced against a General Partner or Special Limited Partner (i) for the appointment of a trustee for such General Partner or Special Limited Partner, or any of its property or (ii) in bankruptcy or insolvency or for compromise adjustment or other relief under the laws of the United States or any state relating to the relief of debtors; or

(xxviii)During the Compliance Period, the General Partner has operated the Project in a manner such as that 20% or more of the Tax Credit Units fail to qualify for the Tax Credits or State LIHTC; or

(xxix) [Reserved]; or

(xxx) The use by the General Partner of any funds in any of the reserves described in Section 6.4.7 above for purposes other than permitted therein; or

(xxxi) The failure of the Partnership Representative or the Designated Individual to perform or observe any of the covenants, terms and conditions to be performed or observed by the Partnership Representative or the Designated Individual, respectively, under Section 6.12 hereof; or

(xxxii) The failure by the Guarantor to maintain Unencumbered Liquid Assets in the amount provided for in Section 6.3.66.

If an Event of Default occurs under this Section 10.6.1 with respect to the action or inaction of the Guarantor, such Event of Default may be cured by the General Partner by removing the defaulting Guarantor and within thirty (30) days replacing it with a substitute Guarantor acceptable to the Limited Partner and State Limited Partner in their sole discretion.

1.1.1 **General Partner Removal Rights**.

(i) Notwithstanding anything to the contrary herein, neither the Special Limited Partner nor the General Partner may be removed for acts or omissions of the other in violation of this Agreement.

(ii) In addition to those events giving rise to removal of the General Partner or Special Limited Partner by the Limited Partner under 10.6.1 above, the Special Limited Partner may be removed by the General Partner if :

(a) the Special Limited Partner or the Sole Member engages in fraud, gross negligence, or willful misconduct,

(b) an Event of Bankruptcy occurs as to the Special Limited Partner or the Sole Member; or

(c) the Special Limited Partner ceases to qualify the Property for the Property Tax Exemption, and such removal, with respect to the preceding subsections, has been consented to by the Limited Partner and State Limited Partner.

1.1.2 **Effectiveness**. Prior to removing and replacing the General Partner or Special Limited Partner for an Event of Default, the Limited Partner shall give the Partner's reasonable prior written notice setting forth in detail the Event of Default(s) providing the basis for such possible removal and a reasonable opportunity (as determined by the Limited Partner in its discretion) to cure such default(s) (the "Default Notice"), provided that no opportunity to cure such default(s) shall be given where the extent or nature of the default is such that there is a likelihood of material loss, liability, or prejudice to the Partnership, State Limited Partner or the Limited Partner, or both, from any delay in removal and replacement. If the grounds for removal justify an immediate removal under the preceding sentence, such removal shall be effective upon the delivery of a notice thereof to the specified address in accordance with Section 12.1 hereof. Under all other circumstances, such removal shall be effective only after:

(i) failure by the General Partner or Special Limited Partner, as applicable, to cure the default(s) set forth in the notice of removal within the prescribed cure period,

(ii) a decision by the Limited Partner, in its sole discretion, to remove such General Partner or Special Limited Partner, and

(iii) the Limited Partner provides the General Partner or Special Limited Partner with written notice of its removal as General Partner or Special Limited Partner, which notice shall specify the date on which such removal shall become effective.

Notwithstanding such removal, the General Partner or Special Limited Partner shall remain liable to the Partnership and the Limited Partner for (i) all obligations and liabilities (including, without limitation, its obligations to make any payments pursuant to Sections 6.4.6(i), 6.4.6(ii), and Section 6.9 of this Partnership Agreement and liabilities resulting from any breach of any of the representations and warranties set forth in Section 6.3 of this Partnership Agreement) incurred by it as a General Partner or Special Limited Partner before the effective date of such removal but is free of any obligations and liabilities incurred on account of Partnership activities from and after the time of such removal and (ii) all damages and other amounts recoverable or payable hereunder or under applicable law by or to the Partnership, State Limited Partner or the Limited Partner as a result of the occurrence of the event giving rise to such removal; provided that the General Partner shall not be responsible for any environmental, leasing, or other property management obligations or liabilities that arise from events occurring (and not merely discovered) after the date of such removal. From and after delivery of notice of such removal, except as otherwise expressly provided in Section 6.5.6, the Partnership shall have no obligation to make any further payments to the General Partner, Special Limited Partner or its Affiliates for fees that would otherwise be due and payable pursuant to this Partnership Agreement, any other agreement entered into by the Partnership and the General Partner, Special Limited Partner or any Affiliate thereof, or in connection with the performance of the General Partner's or Special Limited Partner's obligations hereunder.

1.1.3 **Waiver**. Any forbearance by the Limited Partner in exercising any right or remedy under this Section 10.6 or any other provision in this Partnership Agreement or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any other right or remedy, or the subsequent exercise of any right or remedy. The enforcement by the Limited Partner of any right herein shall not constitute an election by the Limited Partner of remedies so as to preclude the exercise of any other right available to the Limited Partner.

1.1.4 **Repurchase in lieu of Removal.** Notwithstanding the foregoing provisions, if the Limited Partner provides a Default Notice with respect to the removal of the General Partner and a time period for cure as provided in Sections 10.6.1 and 10.6.2, above, and if the General Partner is not able to or is unwilling to cure any such default, the General Partner shall have the right to provide a notice of intent to repurchase ("Notice of Repurchase") to the Limited Partner and State Limited Partner on or prior to the specified date for the cure of the default set forth in the Default Notice. The Limited Partner shall have the option to accept the Notice of Repurchase or to withdraw its Default Notice. The terms of the Notice of Repurchase shall be as follows: (i) it shall be a condition to the exercise of the Notice of Repurchase that the General Partner or any Guarantor, as applicable, shall provide the Notice of Repurchase on or prior to the due date for any default set forth in the Default Notice; (ii) the closing of the Repurchase in lieu of Removal shall occur on a date no later than 15 business days after the Notice of Repurchase has been tendered to the Limited Partner and State Limited Partner (the "Repurchase Closing Date"): (iii) on the Repurchase Closing Date, the General Partner shall pay all unpaid amounts due pursuant to Sections 6.8 and 6.9 and all Limited Partner and State Limited Partner loans in full; (iv) on the Repurchase Closing Date, General Partner shall make a payment to Limited Partner and State Limited Partner by wire transfer of immediately available funds in the amount of the sum of the greater of (A) the fair market value of the Limited Partner's and State Limited Partner's Interest (as determined pursuant to Section 9.6.1); and (B) all Limited Partner and State Limited Partner Capital Contributions made, less (i) the product of the amount of Tax Credits and Solar Tax Credits allocated to Limited Partner and State Limited Partner and not subject to recapture multiplied by \$0.8725 (and any State LIHTC allocated to the State Limited Partner and not subject to recapture multiplied by \$.77) and any Cash Flow distributed to the Limited Partner and State Limited Partner, plus (ii) interest on the amount determined in this Section 10.6.5(iv)(B)(i), above, at the annual rate of 12% per annum (calculated as of the date each capital contribution was actually made, with any reductions in amount being taken from the last paid capital contributions in the reverse order from when made), but in no event greater than the highest rate permitted by law (collectively, with the amounts due as provided in (iii), above the "Repurchase Payment"); (v) the General Partner shall indemnify, defend and hold harmless the Limited Partner, State Limited Partner and its Affiliates from any losses, damages, and/or liabilities, to or as a result of claims to which the Limited Partner or State Limited Partner may be subject as a result of its interest in the Partnership; and (vi) provided the General Partner shall have satisfied its obligations relating to the Repurchase Payment, Limited Partner and State Limited Partner shall execute a document wherein it withdraws from the Partnership and acknowledges that it has no interest in the Partnership.

Nominee's Enforcement Powers. If the Limited Partner or State Limited Partner holds bare legal title, as nominee, to its Partnership Interest and transfers the beneficial interests in the Limited Partner's or State Limited Partner's Partnership Interest to one or more Persons, the General Partner hereby acknowledges and agrees that the Limited Partner or State Limited Partner, in its capacity as nominee, shall be entitled to exercise all rights and remedies reserved to the Limited Partner or State Limited Partner under this Partnership Agreement, including without limitation, the right to bring any legal action to enforce the General Partner's obligations hereunder.

<u>Article 2:</u> **<u>DISSOLUTION, WINDING UP AND TERMINATION</u>**

<u>Dissolution</u>. The Partnership will dissolve upon the occurrence of any of the following events:

2.1.1 The expiration of the term of the Partnership's existence;

2.1.2 The sale or other disposition of all or substantially all of the Partnership Property and the Partnership's receipt of all or substantially all of the proceeds therefrom;

2.1.3 The Partners' mutual election to dissolve the Partnership;

2.1.4 Intentionally Omitted;

2.1.5 The failure of the Limited Partner to agree in writing at the time and in the manner provided in Section 10.3 hereof to the continuation of the business of the Partnership and the appointment of a new General Partner upon the occurrence of an Involuntary Transfer of the last remaining General Partner's Partnership Interest or the removal of the General Partner; or

2.1.6 The Limited Partner's election pursuant to Section 10.2 hereof to dissolve the Partnership upon the occurrence of an Involuntary Transfer of a General Partner's Partnership Interest, notwithstanding the fact that one or more other General Partner is in existence at such time.

2.1.7 The Limited Partner's and State Limited Partner's withdrawal pursuant to Section 9.8 or exercise of their put rights pursuant to Section 9.9, unless the General Partner admits one or more substitute limited partners to the Partnership within ninety (90) days after the Limited Partner's and State Limited Partner's withdrawal or exercise of their put rights.

<u>Winding Up and Termination</u>. Upon the dissolution of the Partnership, the affairs and business of the Partnership will be wound up and terminated, the Partnership's liabilities discharged and the Partnership Property liquidated and distributed in the manner hereinafter described. A reasonable time will be allowed for the orderly winding up of the affairs and business of the Partnership so as to enable the Partnership to minimize the normal losses attendant to the winding up and termination period. The winding up and termination of the affairs and business of the Partnership shall be supervised and conducted by the Liquidation Manager. The Liquidation Manager has the exclusive power and authority to act on behalf of the Partnership to wind up and terminate the affairs and business of the Partnership, to sell and convey the Partnership Property to such Persons (including, without limitation, any Partner or any Affiliate thereof) for such consideration and upon such terms and conditions as it deems necessary or appropriate, to discharge the Partnership's liabilities, to establish any reserves that it deems necessary or appropriate for any contingent or unforeseen liabilities or obligations of the Partnership, and to distribute the liquidation proceeds in the manner hereinafter described.

Upon completion of the winding up of the affairs and business of the Partnership, the liquidation proceeds will be distributed by the Liquidation Manager in the following manner and order of priority:

2.1.8 First, such liquidation proceeds will be applied to the payment of debts and liabilities of the Partnership (excluding any Partner loans, including, without limitation, any loans the General Partner or its Affiliates made pursuant to Section 6.4.6(i) and/or 6.4.6(ii) hereof and the Guaranty Agreement, and any unpaid Development Fee) and the payment of expenses of the winding up of the affairs and business of the Partnership;

2.1.9 Second, such liquidation proceeds will be applied to the setting up of any reserves (to be held by the Liquidation Manager in an interest bearing account) which the Liquidation Manager may deem necessary or appropriate for any contingent or unforeseen liabilities or obligations of the Partnership, provided that at the expiration of such time as the Liquidation Manager deems necessary or appropriate, the balance of such reserves remaining after payment of such liabilities or obligations will be distributed by the Liquidation Manager in the manner hereinafter set forth in this Section 11.2; and

2.1.10 Third, such liquidation proceeds will be paid to satisfy debts and liabilities owed to Partners and their Affiliates described in Section 5.2.1 hereof and in accordance with the priority set forth therein; and

2.1.11 Fourth, such liquidation proceeds will be distributed in compliance with Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations to the Partners in accordance with their positive Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods, including, without limitation, the allocations to be made under Section 4.2.13 hereof.

Compliance with Liquidation Requirements of Regulations. If the Partnership is "liquidated" within the meaning of 1.704-1(b)(2)(ii)(g) of the Regulations, then:

2.1.12 Distributions will be made pursuant to Section 11.2 hereof (if such "liquidation" constitutes a dissolution and termination of the Partnership) to the Partners who have positive balances in their Capital Accounts in compliance with Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations;

2.1.13 If a General Partner or Special Limited Partner has a deficit balance in its Capital Account (after giving effect to all contributions, distributions and allocations for all taxable years, including, without limitation, the taxable year in which such liquidation occurs), then such General Partner or Special Limited Partner will contribute to the capital of the Partnership the amount necessary to restore the balance in its Capital Account to zero;

2.1.14 If a Limited Partner or State Limited Partner has a deficit balance in its Capital Account (after giving effect to all contributions, distributions and allocations for all taxable years, including, without limitation, the taxable year in which such liquidation occurs), then such Limited Partner or State Limited Partner will contribute to the capital of the Partnership the lesser of (1) such deficit balance in its Capital Account or (2) the limited dollar amount, if any, of its Capital Account deficit which the Limited Partner has expressly agreed in writing to restore to the capital of the Partnership pursuant to Section 11.4 hereof; and

2.1.15 Any such contribution by a Partner shall be made on or before the later of (1) the end of the taxable year of the "liquidation" or (2) ninety (90) days after the date of the "liquidation".

Notwithstanding anything to the contrary contained in this 11.3, in the event the Partnership is "liquidated" within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations, but such "liquidation" does not constitute a dissolution and termination of the Partnership pursuant to this Partnership Agreement, then no distributions shall be made pursuant to Section 11.2 hereof. Instead, the Partnership shall be deemed to have distributed the Partnership Property in kind to the Partners, who shall be deemed to have assumed and taken subject to all Partnership liabilities, all in accordance with their respective Capital Accounts. Immediately thereafter, the Partners shall be deemed to have recontributed the Partnership Property in kind to the Partnership, which shall be deemed to have assumed and taken subject to all such liabilities.

Rights and Obligations of Limited Partner Upon Dissolution. Except as otherwise expressly provided in Section 11.3.2 hereof, the Limited Partner and State Limited Partner shall look solely to the assets of the Partnership for the return of its Capital Contribution. Except as otherwise elected by the Limited Partner or State Limited Partner pursuant to this Section 11.4, the Limited Partner and State Limited Partner shall not have any obligation to restore any deficit in its Capital Account upon the liquidation of the Partnership. Notwithstanding anything to the contrary contained in this Partnership Agreement, the Limited Partner or State Limited Partner may from time to time elect to be obligated to restore a deficit in its Capital Account up to a limited dollar amount. Such election shall be made by the Limited Partner's or State Limited Partner's delivery of a written notice of election to the General Partner no later than March 15 following the taxable year for which such election is to be effective and shall specify the dollar amount of the deficit in its Capital Account that the Limited Partner or State Limited Partner agrees to restore. Such election shall be irrevocable and shall be binding on subsequent transferees of the Limited Partner's or State Limited Partner's Partnership Interest.

Waiver of Partition. Each Partner hereby waives any right to partition or cause a partition of the Partnership Property.

Final Accounting. The Liquidation Manager shall furnish each of the Partners with a statement setting forth the assets and liabilities of the Partnership as of the date of the completion of the winding up and termination of the affairs and business of the Partnership. Upon completion of the distribution plan set forth in this Article 11, the Liquidation Manager shall cause to be executed by the appropriate parties and filed in such public offices as shall be required under the Act a cancellation of the Certificate of Limited Partnership, or any amendment thereto, of the Partnership and any and all other documents which the Liquidation Manager deems necessary or appropriate to effect the dissolution and termination of the Partnership.

Article 3: MISCELLANEOUS

Notices and Addresses. All notices, consents, demands, requests, or other communications which may or are required to be given hereunder shall be in writing and shall be sent by telefax, overnight courier or United States mail, registered or certified, return receipt requested, postage prepaid to the Partnership at the address of the Partnership's principal office and to the Partners at the addresses set forth after their respective names in Article 2. The Partnership and any Partner may change its or his address for the giving of notices, consents, demands, requests, or other communications by delivering written notice to the Partnership and to all the Partners of its or his new address for such purpose. Notices, consents, demands, requests, or other communications shall be deemed given or served on the day when sent by telefax, one business day after deposit with an overnight courier or three (3) business days after deposit in the United States mail.

Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

Counterparts. This Partnership Agreement may be executed and delivered in electronic form and in several counterparts each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the parties hereto, notwithstanding that all of the parties are not signatories to the same counterpart. The use of electronic signatures provided through DocuSign or other secure eSignature applications shall be permitted.

Applicable Law. This Partnership Agreement and the rights of the Partners hereunder shall be interpreted in accordance with the laws of the State of Colorado.

Successors. This Partnership Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns.

Severability. The invalidity or unenforceability of any provision of this Partnership Agreement in a particular respect shall not affect the validity and enforceability of any other provisions of this Partnership Agreement or of the same provision in any other respect.

Exhibits. All exhibits attached hereto or referred to herein are incorporated herein by this reference.

Limitation of Benefits. Except with respect to those provisions hereof that confer rights to the Warehouse Lender, it is the explicit intention of the Partners that no person or entity other than the Partners, the owner(s) of the beneficial interests in the Limited Partner's Partnership Interest and the Partnership is or shall be entitled to bring any action or enforce any provision of this Partnership Agreement against any Partner or the Partnership, and that the covenants, undertakings and agreements set forth in this Partnership Agreement shall be solely for the benefit of and shall be enforceable only by the Partners, the owners of such beneficial interests and the Partnership and their or its respective successors and assigns as permitted hereunder). Nothing herein shall be deemed to limit the nominee's enforcement powers as described in Section 10.7.

Section 3.1 Entire Agreement. This Partnership Agreement contains the entire agreement among the Partners with respect to the transactions contemplated herein, and supersedes all prior or written agreements, commitments, or understandings with respect to the matters provided for herein and therein.

Broker's Commission and Indemnity. Each of the parties to this Partnership Agreement warrants and represents to the others that it has not been introduced to the other party by any broker, nor has it been in contact with any real estate or business broker or consultant otherwise than as specified in this Partnership Agreement regarding the Project Property; and each party to this Partnership Agreement agrees to indemnify and hold the other party harmless from all suits, claims, actions, loss or expenses (including reasonable attorney's fees) arising from the claim of any person to a brokerage or other commission in connection with this transaction and resulting from contact with or other action, alleged or actual, of the indemnifying party.

Amendment of Partnership Agreement. Except as otherwise provided for herein, this Partnership Agreement may not be amended in whole or in part except by a written instrument signed by the Partners.

Power of Attorney.

Generally. The Limited Partner, State Limited Partner and Special Limited Partner, by the execution hereof, hereby irrevocably constitutes and appoints the General Partner its true and lawful attorney-in-fact, with full power and authority in its name, place, and stead, to execute and acknowledge under oath, swear to, deliver, file, and record at the appropriate public offices the following documents (which shall not include such documents as may be required by law to carry out the provisions of Section 10.6 of this Partnership Agreement):

(i) all certificates and other instruments, including any certificate of limited partnership and any amendment thereto, that are required to form, continue, or qualify the Partnership as a limited partnership or to transact business under the Act; and

(ii) all amendments to the Certificate of Limited Partnership or other instrument that are required to be filed under applicable law.

The appointment by the Limited Partner, State Limited Partner and Special Limited Partner of the General Partner as attorney-in-fact shall be deemed to be a power coupled with an interest in recognition of the fact that each of the Partners under the Partnership Agreement will be relying upon the power of the General Partner to act as contemplated by the Partnership Agreement in any filing and other action by it on behalf of the Partnership. The foregoing power of attorney shall survive the dissolution and termination of the Limited Partner, State Limited Partner or Special Limited Partner or the assignment by the Limited Partner, State Limited Partner or Special Limited Partner of the whole or any part of its Partnership Interest hereunder. Nothing contained herein shall be construed to limit the authority of the General Partner under Article 6 hereof to execute documents and act on behalf of the Partnership without execution or action by the Limited Partner, State Limited Partner and Special Limited Partner.

3.1.2 **Removal for Cause**. The General Partner and Special Limited Partner, by the execution hereof, hereby irrevocably constitutes and appoints the Limited Partner its true and lawful attorney-in-fact, with full power and authority in its name, place, and stead, to execute and acknowledge under oath, swear to, and, if necessary, deliver, file, and record at the appropriate public offices such documents as may be required by law to carry out the provisions of Section 10.6 of this Partnership Agreement, including without limitation:

(i) all certificates and other instruments, including any certificate of limited partnership and any amendment thereto, that are required to remove the General Partner from its role as general partner, and replace it with a substitute general partner;

(ii) all amendments to this Partnership Agreement required to remove the Special Limited Partner from its role as a limited partner;

(iii) all amendments to this Partnership Agreement required to remove the General Partner or Special Limited Partner from its role as a partner and replace it with a substitute partner; and

(iv) all other certificates, documents, amendments, and instruments required to effectuate the provisions of Section 10.6 hereof.

The appointment by the General Partner and Special Limited Partner of the Limited Partner as attorney-in-fact shall be deemed to be a power coupled with an interest in recognition of the fact that each of the Partners under this Partnership Agreement will be relying upon the power of the Limited Partner to act as contemplated by Section 10.6 hereof in any filing and other action by it on behalf of the Partnership. The foregoing power of attorney shall survive the dissolution and termination of the General Partner or Special Limited Partner or the assignment by the General Partner or Special Limited Partner of the whole or any part of its interest hereunder.

Third Party Beneficiary. The parties hereto hereby acknowledge and agree that the Asset Manager is a third party beneficiary of this Partnership Agreement.

Limitation of Liability. Except as provided in the Guaranty with respect to the Guarantor, the obligations of the General Partner hereunder shall not be recourse to any of its members, partners, shareholders, officers, directors, employees, or agents.

Intentionally omitted.

[Remainder of this page intentionally left blank.]

The Partners have executed this Partnership Agreement as of the date first set forth at the beginning hereof.

	GENERAL PARTNER: **MARSHALL POINTE GP LLC**, a Delaware limited liability company By: ___________________________ Name: Russell Condas Its: Vice President
	SPECIAL LIMITED PARTNER: **ARVADA HOUSING PARTICIPATION, LLC**, a Colorado limited liability company By: ___________________________ Name: ___________________________ Its: ___________________________
	STATE LIMITED PARTNER: **LIBERTY MUTUAL NEF STATE LIHTC FUND I LP**, an Illinois limited partnership By: ___________________________ Name: ___________________________ Its: ___________________________
	LIMITED PARTNER: **NEF ASSIGNMENT CORPORATION**, an Illinois not-for-profit corporation, as nominee By: ___________________________ Name: ___________________________ Its: ___________________________

	WITHDRAWING LIMITED PARTNER: **LAC TC PARTNERS HOLDINGS II LLC**, a Delaware limited liability company By: ________________________ Name: Russell Condas Its: Vice President

APPENDIX I

PROJECTIONS

EXHIBIT A

FORM OF FINAL LIEN WAIVER AND RELEASE

AFFIDAVIT, UNCONDITIONAL FINAL LIEN WAIVER AND RELEASE

The undersigned, Brinkman Construction, as "Contractor" under the contract ("Contract") by and between the undersigned and Marshall Pointe Apartments LP, a Colorado limited liability partnership ("Owner"), has furnished or caused to be furnished labor or materials, or both, for the construction of the premises owned by Owner which is located at: 5190 Marshall Street, Arvada, CO 80002 and known as Marshall Pointe Apartments ("Project");

The undersigned hereby certifies that the amount due under the Contract is $ -0- including all retainage claims and that the Contract has been paid in full; and

The undersigned does hereby release the Owner of all claims, demands and actions arising out or in connection with the Project. In addition, the undersigned does hereby waive and release any lien or right to lien the Project, including any buildings and improvements, on account of any and all labor or materials, or both furnished for or incorporated into the Project; and

The undersigned certifies to Owner that all subcontractors or suppliers of labor, services, material or equipment used, engaged or employed by the undersigned directly or indirectly, have been paid in full. The undersigned does hereby acknowledge full performance by the Owner of all obligations due or owing to the undersigned under the Contract and other agreements;

The undersigned further represents that all portions of work furnished and materials installed are in accordance with the Contract and that the terms of the Contract with respect to the any guarantees will hold for the period specified therein.

NOTICE*: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IT YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.*

CONTRACTOR:

Brinkman Construction

Date: _________, 20__

By:____________________________________
Name: _________________________________
An Authorized Agent

State of ______________
County of _____________

SUBSCRIBED AND SWORN to before me, the above described person personally appeared and known to me, acknowledged that s/he signed this document as the authorized agent or officer of the Contractor this _____ day of _________________, 20__.

Name: _________________________________
Notary Public

[Seal]

My Commission Expires:___________________

EXHIBIT B

FORM OF GENERAL PARTNER CERTIFICATION

GENERAL PARTNER CERTIFICATION

THIS CERTIFICATION is made and delivered pursuant to that certain Amended and Restated Limited Partnership Agreement (the "Partnership Agreement") of Marshall Pointe Apartments LP, a Colorado limited partnership (the "Partnership"), between the undersigned as General Partner and NEF Assignment Corporation, as nominee, as Limited Partner, dated ____ __, 2025 (unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Partnership Agreement).

In accordance with Section 3.2.__ of the Partnership Agreement and as an inducement to the Limited Partner to fund [the Project Equity] [and] [the Non-Deferred Development Fee Equity] portion[s] of the __________ Installment of the Limited Partner's Capital Contribution, the undersigned General Partner hereby certifies to the Limited Partner as follows:

(i) The General Partner has fully complied with all of its covenants and obligations set forth in the Partnership Agreement (including, without limitation, those covenants and obligations set forth in Section 6.3 of the Partnership Agreement);

(ii) The representations and warranties of the General Partner set forth in the Partnership Agreement are true and correct as of the date of the date of funding of the Capital Contribution payments described above (including, without limitation, those set forth in Section 6.3 of the Partnership Agreement);

(iii) The General Partner has fully complied with its obligation to furnish the Limited Partner with any reports or other information, in satisfactory form, required to be provided by the General Partner pursuant to Article 8 of the Partnership Agreement, it being acknowledged and agreed that any penalty assessed against the General Partner under Section 8.6.1 for late delivery of reports shall be payable by the General Partner to the Limited Partner from any installment of the Development Fee payable under Section 3.2, and the Limited Partner shall be entitled to deduct and pay such penalty amount from any installment due under Section 3.2 and the amount so deducted and applied shall be deemed for all intents and purposes to have been applied toward payment of the Development Fee; and

(iv) There has been no, and there is no imminent nor threatened, material adverse change in the General Partner's financial or business condition or operations that affects (or with the passage of time will affect) its ability to perform its obligations under the Partnership Agreement.

The General Partner acknowledges that the due date for payment of the Installment specified above shall be not more than thirty (30) days nor less than ten (10) business days from the date that the Limited Partner confirms that all of the conditions related to the payment of such Installment as set forth in Section 3.2 of the Partnership Agreement have been satisfied.

IN WITNESS WHEREOF, the undersigned General Partner has made and delivered this Certification as of the ____ day __________, 20__.

MARSHALL POINTE GP LLC, a Delaware limited liability company

By:______________________________
Name: Russell Condas
Its: Vice President

<u>EXHIBIT C</u>

<u>DEVELOPMENT FEE AGREEMENT</u>

DEVELOPMENT FEE AGREEMENT

This Development Fee Agreement (this "Agreement") is made as of the __ day of ________, 2025, by and between MARSHALL POINTE APARTMENTS LP, a Colorado limited liability partnership (the "Partnership") and MARSHALL POINTE DEVELOPER LLC, a Delaware limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Developer's affiliate, Marshall Pointe GP LLC, a Delaware limited liability company, as general partner, Arvada Housing Participation, LLC ("Special Limited Partner"), Liberty Mutual NEF State LIHTC Fund I LP ("State Limited Partner") and NEF Assignment Corporation, an Illinois not-for-profit corporation, as nominee (the "Limited Partner"), contemplate entering into, or concurrently with the execution and delivery of this Agreement are entering into, that certain Amended and Restated Limited Partnership Agreement forming the Partnership or continuing it by amending and restating a prior partnership agreement (said limited partnership agreement, together with any amendments that may be executed by the parties thereto from time to time, being referred to hereinafter as the "Partnership Agreement") for the purposes of acquiring, rehabilitating or constructing, financing, operating, managing, leasing, and otherwise dealing with the real estate described therein, in significant part as low-income rental housing (the "Project"); and

WHEREAS, the Developer has performed certain services related to the development of the project, and will continue to perform development services to the Partnership pursuant to the terms and conditions described herein and in the contemplated Partnership Agreement, upon execution thereof; and

WHEREAS, the Developer and the Partnership wish to enter into this Agreement describing the scope of such development services performed and to be performed by the Developer, for which Developer is entitled to receive payment of a development fee, subject to the terms and conditions contained herein and in the Partnership Agreement, upon execution thereof; and

WHEREAS, terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Partnership Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

1. **Development Services**. Developer shall provide to the Partnership all development services necessary and advisable to facilitate the construction and/or rehabilitation of the Project. These development services shall include those services specified in the Partnership Agreement, upon execution thereof, such other related development services as the Partnership may reasonably request in connection therewith, and those services more fully described in Schedule A of this Agreement (collectively, the "Development Services"). As of the date of this Agreement, Developer has completed performance of those Development Services more fully

described as Items a. through f. in Schedule A of this Agreement. Developer has earned and accrued twenty percent (20%) of the entire Development Fee described in the following Section 2 of this Agreement by the date hereof and the balance shall be earned in proportion to the percentage of completion of construction. Notwithstanding the provisions of Section 2 hereof, the portion of the Development Fee described in this Section 1 shall be paid by the Partnership to the Developer not later than the last day of the first year of the earliest credit period for any building included in the Project as determined under IRC Section 42.

2. **Development Fee**. In consideration of the Developer's performance of the Development Services, the Partnership shall pay to the Developer a total development fee in the amount of Thirteen Million Sixty Six Thousand Three Hundred Fourteen and No/100 Dollars ($13,066,314.00), which will be paid pursuant to Section 3.2 of the Partnership Agreement [and any deferred portion shall be paid with interest at [__%] per annum compounding annually] ("Development Fee"), which payment shall be made as provided in the foregoing Section 1 hereof and, upon execution of the Partnership Agreement, in the manner described therein and shall be subject to the limitations set forth therein.

3. **Fifty Percent Test**. In the event the aggregate basis of any building included in the Project and the land on which the building is located (including an allocable portion of the Development Fee hereunder) is, at any time, up to and including the last day of the first full year following the year in which Placement in Service occurs, greater than 200% of the amount of tax-exempt bond obligation which financed such basis, then the Development Fee shall automatically be reduced to the extent necessary to cause such aggregate basis to be less than 200% of the amount of such tax-exempt bond proceeds.

4. **Conflicts**. This Agreement is made subject to the terms and conditions of the Partnership Agreement, and in the event of any conflict or inconsistency between this Agreement and the Partnership Agreement, upon execution thereof, the Partnership Agreement shall govern and control. Nothing contained in this Agreement shall be deemed in any way to limit or reduce the obligations and liabilities (including, without limitation, all guaranty obligations) imposed by the Partnership Agreement on the general partner or any sponsor identified therein.

5. **Termination**. From and after the date the Partnership Agreement is executed by the Partners, this Agreement shall be terminable at the election of the Limited Partner and the Partnership shall have no obligation to make any further payment of the Development Fee, except as expressly provided in Section 6.5.6 of the Partnership Agreement, if the Developer or its affiliate is removed as General Partner pursuant to the terms of the Partnership Agreement or is replaced as General Partner.

6. **No Assignment**. Neither the Partnership nor the Developer may assign all or any portion of its respective right, title, and interest in this Agreement or its duties and obligations hereunder

7. **Third-Party Beneficiary**. The Limited Partner is an intended third-party beneficiary of this Agreement

8. **Amendments**. This Agreement is subject to amendment only with the written consent of the Developer and the Limited Partner.

[Remainder of Page Intentionally Left Blank]

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

	DEVELOPER: **MARSHALL POINTE DEVELOPER LLC**, a Delaware limited liability company By: ________________________________ Name: Russell Condas Its: Vice President
	PARTNERSHIP: **MARSHALL POINTE APARTMENTS LP,** a Colorado limited liability partnership By: Marshall Pointe GP LLC, a Delaware limited liability company, its sole general partner By: ________________________________ Name: Russell Condas Its: Vice President

DEVELOPMENT FEE AGREEMENT
SCHEDULE A

Developer has performed or shall perform, and shall continue to perform, the following non-exclusive list of services to the Partnership in connection with the development of the Project:

a. prepare a business plan for the development of the Project, which shall be approved in writing by the Limited Partner and set forth in the financial projections described in the Partnership Agreement;

b. procure all required construction and rehabilitation financing and ensure that the obligations of the Partnership in connection with such financing are fully and faithfully performed;

c. select the Project architect, general contractor, construction manager (if any), and all other parties rendering services to the Partnership in connection with the rehabilitation or construction of the Project and represent the Partnership in the negotiation and administration of the contracts between the Partnership and such parties;

d. cause the Partnership to obtain all governmental approvals required in connection with the rehabilitation or construction of the Project;

e. obtain and maintain community and neighborhood approval of the Project;

f. obtain and maintain on behalf of the Partnership all insurance coverages that the general partner is required to maintain during the Project development period;

g. cause the Project to be rehabilitated or constructed in accordance with the rehabilitation or construction schedule set forth in the projections and maintain all records required to obtain all available Tax Benefits in connection with such rehabilitation or construction work;

h. adhere to the development budget and the schedule contemplated therein for the development of the Project, in order to achieve the financial projections;

i. notify the Limited Partner in writing of any facts, circumstances, or intended actions by Developer that constitute or would constitute a material deviation from the business plan, financial projections, or budget approved by the Limited Partner for the development of the Project;

j. furnish the Limited Partner with monthly and quarterly status reports during the Project development period in accordance with the Partnership Agreement;

k. ensure that all violations of building, zoning, fire, health, environmental, and other codes or laws are corrected during the course of the rehabilitation or construction work; and

l. ensure that all other obligations and responsibilities imposed on the general partner under the Partnership Agreement with respect to the development of the Project are satisfied.

EXHIBIT D

GUARANTY AGREEMENT

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (this “Guaranty”) is made as of this __ day of _______, 2025, by MARSHALL POINTE GP LLC, a Delaware limited liability Company (the "General Partner"), LINCOLN AVENUE CAPITAL LLC, a Delaware limited liability company (“LAC”), LINCOLN AVENUE CAPITAL MANAGEMENT, LLC, a Delaware limited liability company (“LACM”) and LAC GUARANTOR HOLDINGS LLC, a Delaware limited liability company (“LGH”) to and for the benefit of Marshall Pointe Apartments LP, a Colorado limited partnership (the “Partnership”), Liberty Mutual NEF State LIHTC Fund I LP (“State Limited Partner”) and NEF Assignment Corporation, an Illinois-not-for-profit corporation, as nominee (the “Limited Partner”). The Partnership consists of the General Partner, State Limited Partner, Arvada Housing Participation, LLC (the “Special Limited Partner”) and the Limited Partner, as partners.

Guarantor(s) as used herein shall mean (a) during the Initial Guaranty Period, LAC, LACM and LGH; and (b) after the Initial Guaranty Period, LGH.

WITNESSETH:

WHEREAS, the Partnership is being continued concurrently herewith, pursuant to an Amended and Restated Limited Partnership Agreement of the Partnership dated as of the date hereof (the “Partnership Agreement”), for the purposes of acquiring, rehabilitating or constructing, financing, operating, managing, leasing, and otherwise dealing with the real estate described therein, in significant part as low-income rental housing (the “Project”); and

WHEREAS, capitalized terms appearing in this Guaranty and not otherwise defined herein shall have the meanings assigned to such terms in the Partnership Agreement; and

WHEREAS, the General Partner and/or its affiliate(s) are to receive substantial fees as payment for certain services rendered or to be rendered to the Partnership in accordance with the Partnership Agreement, as well as a General Partner interest in the Partnership and a purchase option with respect to the Project or a right to purchase the Limited Partner’s and State Limited Partner’s interest in the Partnership, and the Guarantors will receive payment of certain fees in connection with and otherwise substantially and materially benefit from these transactions; and

WHEREAS, each of the Guarantors wishes to induce the Limited Partner and State Limited Partner to invest in the Partnership; and

WHEREAS, in reliance on the obligations of the General Partner and the Guarantors to be performed under the Partnership Agreement and this Guaranty, the Limited Partner and State Limited Partner are investing substantial equity for a limited partner interest in the Partnership; and

WHEREAS, the Limited Partner and State Limited Partner require the execution and delivery of this Guaranty as a condition of its execution and delivery of the Partnership Agreement and investment in the Partnership, but for which the aforesaid fees, general partner interest, and purchase rights would not be paid or granted, and the General Partner has caused the Guarantors to execute and deliver this Guaranty; and

WHEREAS, each of the Guarantors acknowledges that the Partnership, State Limited Partner and the Limited Partner are the intended beneficiaries of this Guaranty.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Guaranteed Obligations**. The Guarantors (jointly and severally) hereby irrevocably and unconditionally guarantee the General Partner's and Special Limited Partner's full, faithful and timely performance of the following obligations under the Partnership Agreement (collectively, the "Guaranteed Obligations"): Section 3.1.1 (General Partner and Special Limited Partner capital contribution sections), Section 3.1.3, 3.2.5(iii) (repayment of Deferred Development Fee), Section 6.3.37 (fair housing act compliance), Section 6.3.48 (ADA and fair housing compliance), Section 6.4.6 (Development Completion Guarantee and Operating Deficit Guarantee), Section 6.4.7 (required reserves), Section 6.4.12 (Tax Benefit Requirements), Sections 6.8.1 and 6.8.2 (environmental indemnifications), Section 6.8.3 (indemnification, but not including the breach of the representations, warranties, covenants, and agreements contained in this Partnership Agreement other than as specifically set forth in this Section 1), Section 6.9 and 3.9 (adjusters and repurchase/withdrawal, including as a result of the credits on the 8609 being less than the amount assumed in the Partnership Agreement as of closing), Section 6.12 (action of the Designated Individual), Section 6.12.9 (tax underpayment on partnership audit), Section 8.6 (payment of late fees on reporting), Article 9 (post transfer compliance), Section 10.6 (removal damages), and Section 11.3 (deficit restoration obligations). Notwithstanding anything to the contrary contained herein, the Special Limited Partner shall not be a beneficiary of the Guaranteed Obligations.

[Notwithstanding anything to the contrary herein, until such time as the Limited Partner confirms in writing that the Guarantor has provided the Limited Partner with satisfactory evidence, in the Limited Partner's reasonable discretion, that lateral mining beneath the Partnership's property is prohibited by state or local statute or ordinance, the Guarantor shall indemnify the Partnership and the Limited Partner from any and all actual damages caused by or attributable to (i) mining beneath the Partnership's property and/or (ii) the negligence of any party exercising any such mining rights. Once the Partnership and Limited Partner have approved of such evidence they shall acknowledge receipt of the same and release the obligations under this paragraph in writing.]

2. **Guaranty Funding**. No later than ten (10) days after written notice from the Partnership, State Limited Partner or Limited Partner, the Guarantors shall pay to the Partnership, State Limited Partner or the Limited Partner, in accordance with such notice, all funds that are necessary to ensure full compliance with this Guaranty, including any compensation due to the Limited Partner or State Limited Partner under the Partnership Agreement for damages resulting from noncompliance, and shall further pay any and all expenses (including without limitation reasonable attorneys' fees) incurred by the Partnership, State Limited Partner and/or the Limited Partner in the enforcement of this Guaranty and the preparation therefor, whether or not an action or proceeding to enforce the same shall have been instituted. By executing and delivering this

Guaranty, each of the Guarantors acknowledges and agrees to comply with the terms and conditions of the Partnership Agreement, to the extent applicable to it in the performance of its obligations under this Guaranty, and to be bound by the provisions thereof.

3. **Guaranty of Payment**. The guaranty made hereunder is of payment and not of collection, and Guarantors waive any right to require that any action be brought against the General Partner or any other person liable for performance or payment of any of the Guaranteed Obligations or that resort first be had to any other security therefor.

4. **Enforcement**. In any right of action that may accrue to the Partnership by reason of any obligations guaranteed hereunder, the Partnership, State Limited Partner and/or the Limited Partner, may, at its option, proceed against (a) the Guarantors, together with the General Partner, (b) each of the Guarantors and the General Partner individually, or (c) the Guarantors only, without having first proceeded against the General Partner or any other person or entity. If there is more than one Guarantor or General Partner, each of the foregoing remedies may be enforced by the Partnership, State Limited Partner and/or the Limited Partner against any one or more or all of them. Prior to filing any action against the Guarantors to enforce the guaranty made hereunder, excluding any action to enforce Guarantors' funding obligations under Paragraph 2 hereof, the Partnership, State Limited Partner and/or the Limited Partner shall first give the General Partner and the Guarantors a reasonable period of notice with an opportunity to cure any failure to perform as required hereunder, which shall be at least ten (10) days except in case of emergency, provided that the Partnership, State Limited Partner or the Limited Partner may terminate the cure period at any time if the Partnership, State Limited Partner and/or Limited Partner determines that the Guarantors have failed to exercise diligent, continuous efforts to effect a cure.

5. **Waiver by Guarantors**. Each of the Guarantors hereby waives (a) notice of acceptance of this Guaranty; (b) any and all other notices to which Guarantors might otherwise be entitled except as required herein; (c) any and all defenses arising by reason of any disability of the General Partner or any defense of any other person or entity; (d) any and all rights to extension, composition, election with respect to any collateral under any provision of the Federal Bankruptcy Code, as now existing or hereafter amended from time to time, or any other debtor's or guarantor's remedy thereunder or under any other federal or state law affecting creditors' rights; (e) diligence in any attempt to enforce the obligations guaranteed hereby, to realize upon any other security therefor, or to collect from whomsoever any amount, the payment of which is guaranteed hereby, and any right to require that any action be brought against the General Partner or any other person or entity or to require that resort first be had to any such security; (f) protection of any such security for the payment of the obligations guaranteed hereby; and (g) the observance of any and all formalities that might otherwise be required to charge Guarantors with liability hereunder.

6. **Partnership's Rights**. The Partnership may, at any time and from time to time, with or without the consent of, or notice to, Guarantors, and without incurring responsibility or liability to Guarantors or impairing or releasing the obligations of Guarantors hereunder:

a. change the manner, place, or terms of performance or payment of, or renew, replace, extend, or otherwise modify any document now or hereafter creating, securing, or governing the disbursement of any of the Guaranteed Obligations (including without limitation the Partnership Agreement) other than this Guaranty;

b. sell, exchange, release, surrender, realize upon, or otherwise deal with, in any manner and in any order, any property by whomsoever and whenever pledged to secure, or howsoever securing, any of the Guaranteed Obligations or any liability (including without limitation any of those hereunder) incurred directly or indirectly in respect thereof or hereof, or any offset there against;

c. exercise or refrain from exercising, for any period of time whatsoever, any rights against the General Partner or others (including without limitation Guarantors) available to the Partnership, State Limited Partner and/or Limited Partner by law or under any document now or hereafter creating any of the Guaranteed Obligations, any other security therefor, or any liability (including without limitation any of those hereunder) incurred directly or indirectly in connection therewith or herewith (including without limitation failing to attempt to collect any of the Guaranteed Obligations);

d. settle or compromise any of the Guaranteed Obligations, any security therefor, or any liability (including without limitation any of those hereunder) incurred directly or indirectly in connection therewith or herewith;

e. accept any further security for payment of the Guaranteed Obligations in addition to this Guaranty; and

f. perform such other acts as may be permitted under the Partnership Agreement.

7. **Covenants, Representations and Warranties**. Guarantors make the following covenants, representations and warranties, acknowledging that, but for the truth and accuracy of the following representations and warranties which shall be given as of the date hereof and shall be deemed to be given as of each date hereafter throughout the term of this Guaranty, the Limited Partner and State Limited Partner would not have agreed to acquire a limited partner interest in the Partnership:

(a) the execution, delivery and performance by Guarantors of this Guaranty does not and will not contravene or conflict with any law, order, rule, regulation, writ, injunction or decree now in effect of any government, governmental instrumentality or court or tribunal having jurisdiction over Guarantors or any contractual restriction binding on or affecting Guarantors;

(b) there are no facts or circumstances of any kind or nature whatsoever known or which should be known to Guarantors that could in any way impair or prevent Guarantors from performing its obligations under this Guaranty;

(c) all financial information with respect to Guarantors that Guarantors have given to the Partnership, State Limited Partner or the Limited Partner in connection with the transactions contemplated in this Guaranty and in the Partnership Agreement fairly and accurately present its financial condition and results of operations as of the date thereof and for the period indicated therein; since the date thereof, there has been no material adverse change in the financial condition or results of operations of Guarantors; and Guarantors shall notify the Partnership, State Limited Partner, and the Limited Partner of any material adverse change in the financial condition or, if applicable, results of operations of Guarantors within thirty (30) days after the occurrence of such change;

(d) with the assistance of counsel of its choice, Guarantors have read and reviewed this Guaranty, the Partnership Agreement and such other documents as it and its counsel deem necessary or desirable to read;

(e) General Partner is validly existing and in good standing under the laws of the jurisdiction of its formation (and all other jurisdictions where its failure to be so qualified would have a material adverse effect on its financial condition or results of operations) and has the full power and authority to enter into and perform its obligations under this Guaranty;

(f) LAC is validly existing and in good standing under the laws of the jurisdiction of its formation (and all other jurisdictions where its failure to be so qualified would have a material adverse effect on its financial condition or results of operations) and has the full power and authority to enter into and perform its obligations under this Guaranty;

(g) LACM is validly existing and in good standing under the laws of the jurisdiction of its formation (and all other jurisdictions where its failure to be so qualified would have a material adverse effect on its financial condition or results of operations) and has the full power and authority to enter into and perform its obligations under this Guaranty; and

(h) this Guaranty has been duly authorized, executed and delivered on behalf of Guarantors and is fully enforceable against Guarantors in accordance with its terms.

8. **Events of Default**. Each of the following shall constitute an event of default (referred to herein as an "Event of Default"), whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment or order of any court of any order, rule or regulation of any governmental or nongovernmental body:

(a) failure to make any payment due under Paragraph 2 hereof within ten (10) days after demand for payment;

(b) any representation or warranty made by Guarantors under this Guaranty or any other agreement, report, certificate, financial statement or other instrument referred to in and furnished to the Partnership, State Limited Partner or the Limited Partner in connection with this Guaranty shall prove incorrect or misleading in any material respect when made or when deemed to have been made;

(c) the failure of the Guarantors to collectively meet the net worth and liquidity requirements set forth in Section 6.3.66 of the Partnership Agreement, provided, however, if an Event of Default occurs under this Section 8(c), such Event of Default may be cured by the General Partner by removing the defaulting Guarantor and within thirty (30) days replacing it with a substitute Guarantor acceptable to the Limited Partner and State Limited Partner in their sole discretion;

(d) any default by Guarantors in the performance or observance of any agreement or covenant contained in this Guaranty and the continuation of such default beyond any applicable notice and cure period described in Paragraph 4 hereof;

(e) the occurrence of any one or more of the following: the filing by Guarantors of a petition for the appointment of a trustee with respect to itself himself or any of its or his property; the making by Guarantors of an assignment for the benefit of creditors; the commencement by Guarantors of a case in bankruptcy or insolvency or for compromise, adjustment or other relief under the laws of the United States or of any state relating to the relief of debtors; the failure of Guarantors to obtain the dismissal, within sixty (60) days after service upon Guarantors of any case commenced against Guarantors (i) for the appointment of a trustee for Guarantors, or any of its property or (ii) in bankruptcy or insolvency or for compromise, adjustment or other relief under the laws of the United States or of any state relating to the relief of debtors; or the failure of Guarantors to generally pay its or his material debts as such debts become due; or

(f) the making or attempted making by Guarantors of a fraudulent transfer within the meaning of the Uniform Fraudulent Transfers Act.

9. **Subrogation**. Until the Guaranteed Obligations have been performed and paid in full, the Guarantors shall have (a) no right of subrogation against the General Partner or Special Limited Partner in connection with this Guaranty and any payments made by the Guarantors hereunder and (b) no right to participate in realization upon any security for any of the Guaranteed Obligations.

10. **Subordination**. Any indebtedness of the General Partner and/or the Partnership to the Guarantors now or hereafter existing is hereby subordinated to the General Partner's performance of the Guaranteed Obligations and Guarantors' obligations under this Guaranty. Any such indebtedness of the General Partner and/or the Partnership to Guarantors, upon written demand of the Partnership, State Limited Partner or the Limited Partner, shall be collected and received by Guarantors in trust for the Partnership and shall be paid over to the Partnership, State Limited Partner or the Limited Partner on account of the Guaranteed Obligations without impairing or releasing the obligations of Guarantors hereunder, provided that while no default exists in the payment of the Guaranteed Obligations, Guarantors may apply to its own account any payments made to it on account of any indebtedness of the General Partner and/or the Partnership to Guarantors.

11. **Absolute Guaranty**. This Guaranty is an absolute, irrevocable, present, and continuing one, and the Limited Partner's and State Limited Partner's agreement to acquire a limited partner interest in the Partnership shall be conclusively presumed to have been made in reliance hereon.

12. **Primary Obligation**. This Guaranty is a primary obligation of Guarantors. No irregularity, unenforceability, or invalidity of any of the documents creating the Guaranteed Obligations or of any other document, item, matter, action, or circumstance shall impair, release, or be a defense to this Guaranty.

13. **Defenses**. Guarantors have no, or hereby waive any, present defense whatsoever to any action or proceeding at law or otherwise that may be instituted on this Guaranty, except for any defense other than disability that the General Partner may have at law or under the Act.

14. **Limited Partner and State Limited Partner Enforcement**. In the event the General Partner or Special Limited Partner fails to perform any of the Guaranteed Obligations and the Partnership fails to enforce diligently the Guarantors' obligations under this Guaranty, the Limited Partner or State Limited Partner shall, after giving the General Partner, Special Limited Partner and the Guarantors reasonable notice and an opportunity to cure such failure as may be required under Paragraph 4 hereof, have all rights and remedies available to the Partnership hereunder or at law or in equity to enforce the Guarantor's guaranty obligations hereunder and to recover any and all damages for Guarantor's breach thereof.

15. **Notices**. Whenever the Partnership, General Partner, Special Limited Partner, State Limited Partner or Limited Partner thereof, or the Guarantor desires to give any notice to any other such party, it shall be sufficient for all purposes herein if such notice is personally delivered or sent by a nationally recognized overnight courier or registered or certified United States mail, postage prepaid. Any notice given in the manner provided herein shall be deemed to have been given on the day it is personally delivered, on the next business day following the date given to an overnight courier or three (3) business days after the date it is deposited in the United States mail. The Guarantors' address for receiving notices is set forth beneath the Guarantors' signature on the signature page of this Guaranty and any Guarantors may change its or their address for receiving notice by delivering written notice of such change to the Partnership, State Limited Partner and the Limited Partner in the manner provided herein. Notices to the Partnership, State Limited Partner and the Limited Partner shall be addressed in the manner provided in Section 12.1 of the Partnership Agreement.

16. **Governing Law**. The place of execution and delivery of the Partnership Agreement and this Guaranty and the place of performance under the Partnership Agreement being the Project State, this Guaranty shall be construed and enforced according to the laws of that State.

17. **Interpretation**. If any provision of this Guaranty, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is held invalid, the validity of the remainder of this Guaranty shall be construed as if such invalid part were never included herein. The headings in this Guaranty are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Guaranty, the singular includes the plural, and masculine, feminine, and neuter pronouns are fully interchangeable, where the context so requires.

18. **Multiple Parties**. If there is more than one Guarantor, each of them has executed and delivered this Guaranty; references herein to "Guarantor" shall mean all such Guarantors, individually and collectively, and their obligations hereunder shall be joint and several. If there is more than one General Partner, each of them is identified on the signature page hereof, and references herein to "General Partner" shall mean all such General Partners, individually and collectively, and the obligations of each of the Guarantors hereunder shall be joint and several with respect to performance by all such General Partners under the Partnership Agreement.

19. **Successors and Assigns**. This Guaranty shall be binding on, and the term "Guarantor," as used herein, shall include the successors, assigns, legal representatives, and other transferees of Guarantor, including successors by consolidation. This Guaranty shall inure to the benefit of the Partnership's, State Limited Partner's and the Limited Partner's successors, assigns, and legal representatives.

20. **Termination**. This Guaranty shall terminate and be of no further force or effect at such time as the Partnership has terminated and all of the Guaranteed Obligations have been fully performed or paid. Notwithstanding anything to the contrary in this Guaranty, upon expiration of the Initial Guaranty Period, LAC and LACM shall be automatically released from this Guaranty and the Guaranteed Obligations other than Noticed Obligations (defined below), and, from and after such date, except for Noticed Obligations, the General Partner and LGH shall be the only parties liable for any obligations arising under this Guaranty, including, without limitation, the Guaranteed Obligations. Upon the written request of LAC or LACM, the Partnership, State Limited Partner and the Limited Partner shall provide an instrument evidencing such release; provided, however, the release shall be effective upon expiration of the Initial Guaranty Period, regardless of when or whether such instrument is provided. To the extent the Partnership, State Limited Partner or Limited Partner provides written notice to Guarantor prior to the expiration of the Initial Guaranty Period that the General Partner has failed to perform one or more of the Guaranteed Obligations and a payment is due under this Guaranty (or may be due pending final determination of a dispute in connection with Guaranteed Obligations that has not been resolved prior to the expiration of the Initial Guaranty Period), then LAC and LACM shall remain liable for the specific matter(s) guaranteed under this Guaranty arising from such failure or event (the "Noticed Obligations") until such Noticed Obligations have been fully performed or paid.

21. **Jury Trial Waived**. GUARANTORS HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTY, ANY OTHER PROJECT DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). GUARANTORS CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

22. **Limitation of Liability.** The obligations of the Guarantor hereunder shall not be recourse to any of its members, partners, shareholders, officers, directors, employees, or agents.

(signature page follows)

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first written above.

Address for Notices: 401 Wilshire Blvd. 11th Floor Santa Monica, CA 90401	**GUARANTOR:** **LINCOLN AVENUE CAPITAL LLC**, a Delaware limited liability company By: ______________________________ Name: Russell Condas Its: Vice President

STATE OF ____________)
) ss.
COUNTY OF _____________)

I HEREBY CERTIFY that on this ____ day of ______, 2025, before me, a Notary Public in and for said State, personally appeared Russell Condas, known or identified to me to be the Vice President of Lincoln Avenue Capital LLC, a Delaware limited liability company, and acknowledged to me that as such (s)he executed said instrument as his/her own act and deed and as the act and deed of said entity.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

____
Notary Public
My commission expires on _________________

[signatures continued on following page]

Address for Notices:	**GUARANTOR:**
401 Wilshire Blvd. 11th Floor Santa Monica, CA 90401	**LINCOLN AVENUE CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company By: ______________________________ Name: Russell Condas Its: Vice President

STATE OF ____________)
) ss.
COUNTY OF _____________)

I HEREBY CERTIFY that on this ____ day of _______, 2025, before me, a Notary Public in and for said State, personally appeared Russell Condas, known or identified to me to be the Vice President of Lincoln Avenue Capital Management, LLC, a Delaware limited liability company, and acknowledged to me that as such (s)he executed said instrument as his/her own act and deed and as the act and deed of said entity.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

____
Notary Public
My commission expires on _________________

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first written above.

Address for Notices: 401 Wilshire Blvd. 11^{th} Floor Santa Monica, CA 90401	**GUARANTOR:** **MARSHALL POINTE GP LLC**, a Delaware limited liability company By: __________________________ Name: Russell Condas Its: Vice President

STATE OF ____________)
) ss.
COUNTY OF _____________)

I HEREBY CERTIFY that on this ____ day of ________, 2025, before me, a Notary Public in and for said State, personally appeared Russell Condas, known or identified to me to be the Vice President of Marshall Pointe GP LLC, a Delaware limited liability company, and acknowledged to me that as such he executed said instrument as his/her own act and deed and as the act and deed of said entity.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

____
Notary Public
My commission expires on _________________

[signatures continued on following page]

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first written above.

Address for Notices:	**GUARANTOR:**
401 Wilshire Blvd. 11th Floor Santa Monica, CA 90401	**LAC GUARANTOR HOLDINGS LLC**, a Delaware limited liability company By: ______________________________ Name: Russell Condas Its: Vice President

STATE OF ____________)
) ss.
COUNTY OF _____________)

I HEREBY CERTIFY that on this ____ day of ____________, 2025, before me, a Notary Public in and for said State, personally appeared Russell Condas, known or identified to me to be the Vice President of LAC Guarantor Holdings LLC, a Delaware limited liability company, and acknowledged to me that as such (s)he executed said instrument as his/her own act and deed and as the act and deed of said entity.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

____
Notary Public
My commission expires on _________________

15 Year Proforma

Year		
Land Lease Year		
Conversion	**Year**	**2028**
Year		
Revenue		
2 Gross Potential Rent	2.0%	
Loss to Lease	0.0%	
Total Gross Income		
Vacancy	**Long Term %**	
Vacancy %	*7.0%*	
Bad Debt		
Vacancy %	–	
Model/Employee		
Vacancy %	–	
Concessions		
Vacancy %	–	
Total Vacancy %	*7.0 %*	
Total Rental Income		
W/D Rental		
Gross W/D Rental		
Vacancy		
Total W/D Rental		
Vacancy %	*7.0%*	
Parking		
Gross Parking		
Vacancy		
Total Parking		
Vacancy %	*0.0%*	
Internet		
Gross Internet		
Vacancy		
Total Internet		
Vacancy %	*7.0%*	
Storage Lockers		
Gross Storage Lockers		
Vacancy		
Total Storage Lockers		
Vacancy %	*7.0%*	
Tenant Charges		
Gross Tenant Charges		
Vacancy		
Total Tenant Charges		
Vacancy %	*7.0%*	
Total Revenue		

Expenses		
G&A		
Payroll		
PSH Services		
Electricity		
Gas		
Water & Sewer		
Trash		
Contract Services		
Repairs & Maintenance		
Turnover		
Marketing		
Total Controllable Expenses		
Management Fee	***2.75%***	
Insurance		
Real Estate Tax	*Annual Inc.*	*Yr 10 Inc.*
Land Lease	***2.0%***	***3.5%***
Land Lease Increase		
Arvada Housing Authoirty Interest Payment		
Total Expenses (Pre-RR)		
Replacement Reserves		
Total Expenses (Including RR)		
Net Operating Income		
Debt Service		
Construction Mortgage		
Equity Bridge Loan		
First Mortgage		
Supplemental Mortgage		
CHFA Loan (Interest Payment)		
Total Debt Service Payments		
Cash Flow After Debt Service		
Draw From Lease-Up Reserve		$ -
Cash Available at Conversion (Banked - Not Used as Source)		50.0 %
Net Cash Flow		

Distribution Waterfall		
Reserve Accounts		
Minimum Operating Reserve Balance		
Operating Reserve Outstanding		
Payment		
Ending Balance		
Remaining Cash Flow		
LP Asset Management Fee		
Accrued LP AM Fee	*First PMT Year*	3.0 %
Current LP AM Fee	3	$ 13,000
Payment		
Ending Balance		

Remaining Cash Flow		
Housing Authority Annual Fee		
Accrued LP AM Fee	*Per Unit*	3.0 %
Current LP AM Fee	$ 50	$ 13,000
Payment		
Ending Balance		
Remaining Cash Flow		
Deferred Developer Fee		
Accrued DDF Interest		
Current Interest	5.00%	
Payment		
Ending Balance		
Remaining Cash Flow		
Deferred Developer Fee Outstanding		
DDF Payment		
Ending DDF Balance		
Year Paid	***2037***	
Remaining Cash Flow		
GP Asset Management Fee		
Accrued GP AM Fee	*First PMT Year*	3.0 %
Current GP AM Fee	3	$ 13,000
Payment		
Ending Balance		
Remaining Cash Flow		
Available for CHFA Loan Repayment	0.00%	
CHFA Loan		
CHFA Loan Principal Outstanding		
Payment		
Ending Balance		
Remaining Cash Flow		
Available for AHA Loan Repayment	50.00%	
AHA Gap Loan		
AHA Gap Loan Principal Outstanding		
Payment		
Ending Balance		
Remaining Cash Flow		
Available for DOH Loan Repayment	50.00%	

CF % Check
TRUE

DOH Gap Loan	
Accrued BOP Interest	
Current Interest	0.00%
Payment	
EOP Interest Balance	
Remaining Cash Flow (DOH)	
DOH Gap Loan Principal Outstanding	
Payment	
Ending Balance	
Remaining Cash Flow	
Incentive Management Fee	
	90.00%
Ending Balance	

	Distributions	
0.0100%	General Partner	**0.010 %**
0.0100%	Special Limited Partner	**0.010 %**
99.98%	Investor Limited Partner	**99.980 %**
100.0000%	Additional Limited Partner	**–**

Amortization Rollup

First Mortgage
Principal Payment
Interest Payment
Issuer Fee
Annual Payment

Beginning Balance
Principal Paid
Ending Balance

Supplemental Mortgage
Principal Payment
Interest Payment
Issuer Fee
Annual Payment

Beginning Balance
Principal Paid
Ending Balance

CHFA Loan
Principal Payment
Interest Payment
Annual Payment

Beginning Balance

	Principal Paid
	Ending Balance
	AHA Loan
	Principal Payment
	Interest Payment
	Annual Payment
	Beginning Balance
	Principal Paid
	Ending Balance
	DOH Loan
	Principal Payment
	Interest Payment
	Annual Payment
	Beginning Balance
	Principal Paid
	Ending Balance
	Soft Loans Outstanding
	O/S Soft Loans BOP
	Soft Loan Payments
	O/S Soft Loan EOP
Soft Debt:	**Check**
Cash Flow	**Check**

Lease-Up / Construction				
1	2	3	1	2
			4	5
0	0	0	1	0
2025	2026	2027	2028	2029
		2.0%	2.0%	
$ 4,725,117	$ 5,300,888	$ 5,406,906	$ 5,515,044	$ 5,625,345
–	–	–	–	–
$ 4,725,117	**$ 5,300,888**	**$ 5,406,906**	**$ 5,515,044**	**$ 5,625,345**
$(4,725,117)	$(4,688,919)	$(421,822)	$(386,053)	$(393,774)
100.0%	*88.5%*	*7.8%*	*7.0%*	*7.0%*
–	–	–	–	–
–	–	–	–	–
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–	–	–	–	–
–	–	–	–	–
100.0 %	***88.5 %***	***7.8 %***	***7.0 %***	***7.0 %***
–	**$ 611,968**	**$ 4,985,083**	**$ 5,128,991**	**$ 5,231,570**
$ 185,900	$ 206,856	$ 210,993	$ 215,213	$ 219,517
(185,900)	(183,170)	(16,480)	(15,065)	(15,366)
–	**$ 23,686**	**$ 194,513**	**$ 200,148**	**$ 204,151**
100 %	*89 %*	*8 %*	*7 %*	*7 %*
–	–	–	–	–
-	-	-	-	-
–	**–**	**–**	**–**	**–**
				–
$ 214,500	$ 238,680	$ 243,454	$ 248,323	$ 253,289
(214,500)	(211,350)	(19,016)	(17,383)	(17,730)
–	**$ 27,330**	**$ 224,438**	**$ 230,940**	**$ 235,559**
100 %	*89 %*	*8 %*	*7 %*	*7 %*
$ 52,910	$ 58,874	$ 60,052	$ 61,253	$ 62,478
(52,910)	(52,133)	(4,691)	(4,288)	(4,373)
–	**$ 6,741**	**$ 55,361**	**$ 56,965**	**$ 58,105**
100 %	*89 %*	*8 %*	*7 %*	*7 %*
$ 28,600	$ 31,824	$ 32,460	$ 33,110	$ 33,772
(28,600)	(28,180)	(2,535)	(2,318)	(2,364)
–	**$ 3,644**	**$ 29,925**	**$ 30,792**	**$ 31,408**
100 %	*89 %*	*8 %*	*7 %*	*7 %*
–	**$ 669,725**	**$ 5,489,320**	**$ 5,647,836**	**$ 5,760,793**

–	$ 16,738	$ 68,959	$ 71,027	$ 73,158
–	77,327	318,588	328,146	337,990
–	20,600	84,872	87,418	90,041
–	2,009	8,275	8,523	8,779
–	–	–	–	–
–	20,085	82,750	85,233	87,790
–	8,704	35,858	36,934	38,042
–	16,068	66,200	68,186	70,232
–	15,064	62,063	63,925	65,842
–	10,043	41,375	42,616	43,895
–	2,544	10,482	10,796	11,120
–	**$ 189,180**	**$ 779,422**	**$ 802,805**	**$ 826,889**
–	18,518	150,956	155,315	158,422
–	42,458	174,926	180,174	185,580
–	–	–	–	–
–	–	–	–	–
				2.0 %
–	–	–	29,750	29,750
–	**$ 250,156**	**$ 1,105,305**	**$ 1,168,044**	**$ 1,200,640**
-	-	-	78,000	80,340
–	**$ 250,156**	**$ 1,105,305**	**$ 1,246,044**	**$ 1,280,980**
–	**$ 419,569**	**$ 4,384,015**	**$ 4,401,792**	**$ 4,479,813**
–	–	–	$ 0	–
–	–	–	0	–
–	–	–	3,184,068	3,473,071
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**$ 3,184,068**	**$ 3,473,071**
–	**$ 419,569**	**$ 4,384,015**	**$ 1,217,723**	**$ 1,006,742**
–	–	–	–	
–	–	–	$ 2,403,614	$ -
–	**–**	**–**	**$ 3,621,337**	**$ 1,006,742**

–				
$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626
–	–	–	–	–
$ 1,155,626	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**
–	**–**	**–**	**$ 3,621,337**	**$ 1,006,742**

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–	–	–	13,000	13,390
–	–	–	13,000	13,390
–	**–**	**–**	**–**	**–**

–	**–**	**–**	**$ 3,608,337**	**$ 993,352**
–	$ 13,000	$ 26,390	$ 40,182	–
13,000	13,390	13,792	14,205	14,632
–	–	–	54,387	14,632
$ 13,000	**$ 26,390**	**$ 40,182**	**–**	**–**
–	**–**	**–**	**$ 3,553,950**	**$ 978,720**
–	$ 510,689	$ 1,021,378	$ 1,532,068	–
510,689	510,689	510,689	510,689	435,130
–	–	–	2,042,757	435,130
$ 510,689	**$ 1,021,378**	**$ 1,532,068**	**–**	**–**
–	**–**	**–**	**$ 1,511,193**	**$ 543,590**
$ 10,213,785	$ 10,213,785	$ 10,213,785	$ 10,213,785	$ 8,702,591
–	–	–	1,511,193	543,590
$ 10,213,785	**$ 10,213,785**	**$ 10,213,785**	**$ 8,702,591**	**$ 8,159,001**
–	–	–	–	–
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–	–	–	–	$ 13,000
–	–	–	13,000	13,390
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–	**–**	**–**	**$ 13,000**	**$ 26,390**
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$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
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$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
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2025	2026	2027	2028	2029
–	–	–	$ 342,007	$ 393,628
–	–	–	2,780,007	3,012,206
–	–	–	62,054	67,237
–	**–**	**–**	**$ 3,184,068**	**$ 3,473,071**
–	–	–	$ 54,310,000	$ 53,967,993
–	–	–	342,007	393,628
–	**–**	**–**	**$ 53,967,993**	**$ 53,574,365**

2025	2026	2027	2028	2029
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2025	2026	2027	2028	2029
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2025	**2026**	**2027**	**2028**	**2029**
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$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
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$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
2025	**2026**	**2027**	**2028**	**2029**
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$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
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$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
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3	4	5	6	7
6	7	8	9	10
0	0	0	0	0
2030	**2031**	**2032**	**2033**	**2034**
$ 5,737,851	$ 5,852,608	$ 5,969,661	$ 6,089,054	$ 6,210,835
–	–	–	–	–
$ 5,737,851	**$ 5,852,608**	**$ 5,969,661**	**$ 6,089,054**	**$ 6,210,835**
$(401,650)	$(409,683)	$(417,876)	$(426,234)	$(434,758)
7.0%	*7.0%*	*7.0%*	*7.0%*	*7.0%*
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7.0 %	***7.0 %***	***7.0 %***	***7.0 %***	***7.0 %***
$ 5,336,202	**$ 5,442,926**	**$ 5,551,784**	**$ 5,662,820**	**$ 5,776,076**
$ 223,908	$ 228,386	$ 232,953	$ 237,613	$ 242,365
(15,674)	(15,987)	(16,307)	(16,633)	(16,966)
$ 208,234	**$ 212,399**	**$ 216,647**	**$ 220,980**	**$ 225,399**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
–	–	–	–	–
-	-	-	-	-
–	**–**	**–**	**–**	**–**
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$ 258,355	$ 263,522	$ 268,792	$ 274,168	$ 279,652
(18,085)	(18,447)	(18,815)	(19,192)	(19,576)
$ 240,270	**$ 245,075**	**$ 249,977**	**$ 254,977**	**$ 260,076**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 63,728	$ 65,002	$ 66,302	$ 67,628	$ 68,981
(4,461)	(4,550)	(4,641)	(4,734)	(4,829)
$ 59,267	**$ 60,452**	**$ 61,661**	**$ 62,894**	**$ 64,152**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 34,447	$ 35,136	$ 35,839	$ 36,556	$ 37,287
(2,411)	(2,460)	(2,509)	(2,559)	(2,610)
$ 32,036	**$ 32,677**	**$ 33,330**	**$ 33,997**	**$ 34,677**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 5,876,009	**$ 5,993,529**	**$ 6,113,399**	**$ 6,235,667**	**$ 6,360,381**

$ 75,353	$ 77,613	$ 79,942	$ 82,340	$ 84,810
348,130	358,574	369,331	380,411	391,823
92,742	95,524	98,390	101,342	104,382
9,042	9,314	9,593	9,881	10,177
–	–	–	–	–
90,423	93,136	95,930	98,808	101,772
39,183	40,359	41,570	42,817	44,101
72,339	74,509	76,744	79,046	81,418
67,818	69,852	71,948	74,106	76,329
45,212	46,568	47,965	49,404	50,886
11,454	11,797	12,151	12,516	12,891
$ 851,695	**$ 877,246**	**$ 903,564**	**$ 930,671**	**$ 958,591**
161,590	164,822	168,118	171,481	174,910
191,147	196,881	202,788	208,871	215,138
–	–	–	–	–
–	–	–	–	–
2.0 %	*2.0 %*	*2.0 %*	*2.0 %*	*3.5 %*
29,750	29,750	29,750	29,750	29,750
$ 1,234,183	**$ 1,268,700**	**$ 1,304,220**	**$ 1,340,773**	**$ 1,378,389**
82,750	85,233	87,790	90,423	93,136
$ 1,316,933	**$ 1,353,932**	**$ 1,392,010**	**$ 1,431,196**	**$ 1,471,525**
$ 4,559,076	**$ 4,639,596**	**$ 4,721,390**	**$ 4,804,471**	**$ 4,888,856**
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3,472,566	3,472,032	3,471,468	3,470,871	3,470,239
–	–	–	–	–
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$ 3,472,566	**$ 3,472,032**	**$ 3,471,468**	**$ 3,470,871**	**$ 3,470,239**
$ 1,086,510	**$ 1,167,564**	**$ 1,249,922**	**$ 1,333,600**	**$ 1,418,616**
$ -	***$ -***	***$ -***	***$ -***	***$ -***
$ 1,086,510	**$ 1,167,564**	**$ 1,249,922**	**$ 1,333,600**	**$ 1,418,616**
$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626
–	–	–	–	–
$ 1,155,626	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**
$ 1,086,510	**$ 1,167,564**	**$ 1,249,922**	**$ 1,333,600**	**$ 1,418,616**
–	–	–	–	–
13,390	13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390	13,390
–	**–**	**–**	**–**	**–**

$ 1,073,120	**$ 1,154,174**	**$ 1,236,532**	**$ 1,320,210**	**$ 1,405,226**
–	–	–	–	–
15,071	15,523	15,988	16,468	16,962
15,071	15,523	15,988	16,468	16,962
–	**–**	**–**	**–**	**–**
$ 1,058,049	**$ 1,138,651**	**$ 1,220,544**	**$ 1,303,742**	**$ 1,388,264**
–	–	–	–	–
407,950	375,445	337,285	293,122	242,591
407,950	375,445	337,285	293,122	242,591
–	**–**	**–**	**–**	**–**
$ 650,099	**$ 763,206**	**$ 883,259**	**$ 1,010,621**	**$ 1,145,674**
$ 8,159,001	$ 7,508,902	$ 6,745,695	$ 5,862,436	$ 4,851,816
650,099	763,206	883,259	1,010,621	1,145,674
$ 7,508,902	**$ 6,745,695**	**$ 5,862,436**	**$ 4,851,816**	**$ 3,706,142**
–	–	–	–	–
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$ 26,390	$ 39,780	$ 53,170	$ 66,560	$ 79,950
13,390	13,390	13,390	13,390	13,390
–	–	–	–	–
$ 39,780	**$ 53,170**	**$ 66,560**	**$ 79,950**	**$ 93,340**
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$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
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$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
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2030	2031	2032	2033	2034
$ 416,246	$ 440,163	$ 465,455	$ 492,200	$ 520,482
2,989,589	2,965,671	2,940,379	2,913,634	2,885,353
66,732	66,198	65,633	65,036	64,405
$ 3,472,566	**$ 3,472,032**	**$ 3,471,468**	**$ 3,470,871**	**$ 3,470,239**
$ 53,574,365	$ 53,158,120	$ 52,717,956	$ 52,252,502	$ 51,760,302
416,246	440,163	465,455	492,200	520,482
$ 53,158,120	**$ 52,717,956**	**$ 52,252,502**	**$ 51,760,302**	**$ 51,239,820**

2030	2031	2032	2033	2034
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2030	2031	2032	2033	2034
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2030	**2031**	**2032**	**2033**	**2034**
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$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
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$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
2030	**2031**	**2032**	**2033**	**2034**
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$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
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$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
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ɔress written consent of

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2035	**2036**	**2037**	**2038**	**2039**
$ 6,335,052	$ 6,461,753	$ 6,590,988	$ 6,722,807	$ 6,857,264
–	–	–	–	–
$ 6,335,052	**$ 6,461,753**	**$ 6,590,988**	**$ 6,722,807**	**$ 6,857,264**
$(443,454)	$(452,323)	$(461,369)	$(470,597)	$(480,008)
7.0%	*7.0%*	*7.0%*	*7.0%*	*7.0%*
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7.0 %	***7.0 %***	***7.0 %***	***7.0 %***	***7.0 %***
$ 5,891,598	**$ 6,009,430**	**$ 6,129,619**	**$ 6,252,211**	**$ 6,377,255**
$ 247,212	$ 252,156	$ 257,199	$ 262,343	$ 267,590
(17,305)	(17,651)	(18,004)	(18,364)	(18,731)
$ 229,907	**$ 234,505**	**$ 239,195**	**$ 243,979**	**$ 248,859**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
–	–	–	–	–
-	-	-	-	-
–	**–**	**–**	**–**	**–**
–	–	–	–	–
$ 285,245	$ 290,950	$ 296,769	$ 302,704	$ 308,758
(19,967)	(20,366)	(20,774)	(21,189)	(21,613)
$ 265,278	**$ 270,583**	**$ 275,995**	**$ 281,515**	**$ 287,145**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 70,360	$ 71,768	$ 73,203	$ 74,667	$ 76,160
(4,925)	(5,024)	(5,124)	(5,227)	(5,331)
$ 65,435	**$ 66,744**	**$ 68,079**	**$ 69,440**	**$ 70,829**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 38,033	$ 38,793	$ 39,569	$ 40,361	$ 41,168
(2,662)	(2,716)	(2,770)	(2,825)	(2,882)
$ 35,370	**$ 36,078**	**$ 36,799**	**$ 37,535**	**$ 38,286**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 6,487,588	**$ 6,617,340**	**$ 6,749,687**	**$ 6,884,681**	**$ 7,022,374**

$ 87,355	$ 89,975	$ 92,674	$ 95,455	$ 98,318
403,578	415,685	428,156	441,001	454,231
107,513	110,739	114,061	117,483	121,007
10,483	10,797	11,121	11,455	11,798
–	–	–	–	–
104,825	107,970	111,209	114,546	117,982
45,424	46,787	48,191	49,636	51,126
83,860	86,376	88,967	91,637	94,386
78,619	80,978	83,407	85,909	88,486
52,413	53,985	55,605	57,273	58,991
13,278	13,676	14,087	14,509	14,944
$ 987,348	**$ 1,016,969**	**$ 1,047,478**	**$ 1,078,902**	**$ 1,111,269**
178,409	181,977	185,616	189,329	193,115
221,592	228,239	235,087	242,139	249,403
–	–	–	–	–
–	–	–	–	–
2.0 %	*2.0 %*	*2.0 %*	*2.0 %*	*2.0 %*
29,750	29,750	29,750	29,750	29,750
$ 1,417,099	**$ 1,456,935**	**$ 1,497,931**	**$ 1,540,120**	**$ 1,583,538**
95,930	98,808	101,772	104,825	107,970
$ 1,513,029	**$ 1,555,743**	**$ 1,599,703**	**$ 1,644,946**	**$ 1,691,508**
$ 4,974,559	**$ 5,061,597**	**$ 5,149,984**	**$ 5,239,735**	**$ 5,330,866**
–	–	–	–	–
–	–	–	–	–
3,469,572	3,468,866	3,468,119	3,467,330	3,466,495
–	–	–	–	–
–	–	–	–	–
$ 3,469,572	**$ 3,468,866**	**$ 3,468,119**	**$ 3,467,330**	**$ 3,466,495**
$ 1,504,987	**$ 1,592,731**	**$ 1,681,864**	**$ 1,772,405**	**$ 1,864,371**
$ -	***$ -***	***$ -***	***$ -***	***$ -***
$ 1,504,987	**$ 1,592,731**	**$ 1,681,864**	**$ 1,772,405**	**$ 1,864,371**
$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626
–	–	–	–	–
$ 1,155,626	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**
$ 1,504,987	**$ 1,592,731**	**$ 1,681,864**	**$ 1,772,405**	**$ 1,864,371**
–	–	–	–	–
13,390	13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390	13,390
–	**–**	**–**	**–**	**–**

$ 1,491,597	**$ 1,579,341**	**$ 1,668,474**	**$ 1,759,015**	**$ 1,850,981**
–	–	–	–	–
17,471	17,995	18,535	19,091	19,664
17,471	17,995	18,535	19,091	19,664
–	**–**	**–**	**–**	**–**
$ 1,474,127	**$ 1,561,346**	**$ 1,649,939**	**$ 1,739,924**	**$ 1,831,317**
–	–	–	–	–
185,307	120,866	48,842	–	–
185,307	120,866	48,842	–	–
–	**–**	**–**	**–**	**–**
$ 1,288,819	**$ 1,440,480**	**$ 1,601,097**	**$ 1,739,924**	**$ 1,831,317**
$ 3,706,142	$ 2,417,323	$ 976,843	–	–
1,288,819	1,440,480	976,843	–	–
$ 2,417,323	**$ 976,843**	**–**	**–**	**–**
–	–	*2,037*	–	–
–	**–**	**$ 624,254**	**$ 1,739,924**	**$ 1,831,317**
$ 93,340	$ 106,730	$ 120,120	–	–
13,390	13,390	13,390	13,390	13,390
–	–	133,510	13,390	13,390
$ 106,730	**$ 120,120**	**–**	**–**	**–**
–	**–**	**$ 490,744**	**$ 1,726,534**	**$ 1,817,927**
–	**–**	**–**	**–**	**–**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	**–**	**$ 490,744**	**$ 1,726,534**	**$ 1,817,927**
–	**–**	**$ 245,372**	**$ 863,267**	**$ 908,963**
$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
–	–	–	–	–
$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
–	**–**	**$ 490,744**	**$ 1,726,534**	**$ 1,817,927**
–	**–**	**$ 245,372**	**$ 863,267**	**$ 908,963**

–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	**–**	**$ 245,372**	**$ 863,267**	**$ 908,963**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	**–**	**$ 490,744**	**$ 1,726,534**	**$ 1,817,927**
–	**–**	**$ 441,670**	**$ 1,553,881**	**$ 1,636,134**
–	**–**	**$ 49,074**	**$ 172,653**	**$ 181,793**

–	–	$ 5	$ 17	$ 18
–	–	5	17	18
–	–	49,065	172,619	181,756
–	–	–	–	–

2035	2036	2037	2038	2039
$ 550,388	$ 582,014	$ 615,456	$ 650,820	$ 688,216
2,855,446	2,823,821	2,790,378	2,755,014	2,717,618
63,738	63,032	62,285	61,496	60,661
$ 3,469,572	**$ 3,468,866**	**$ 3,468,119**	**$ 3,467,330**	**$ 3,466,495**
$ 51,239,820	$ 50,689,432	$ 50,107,419	$ 49,491,962	$ 48,841,142
550,388	582,014	615,456	650,820	688,216
$ 50,689,432	**$ 50,107,419**	**$ 49,491,962**	**$ 48,841,142**	**$ 48,152,926**

2035	2036	2037	2038	2039
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**

2035	2036	2037	2038	2039
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	–	–	–	–

–	–	–	–	–
–	**–**	**–**	**–**	**–**
2035	**2036**	**2037**	**2038**	**2039**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
–	–	–	–	–
$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
2035	**2036**	**2037**	**2038**	**2039**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
–	–	–	–	–
$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**$ 850,000**
–	–	–	–	–
–	–	$ 575,180	$ 1,567,271	$ 1,649,524

13	**14**	**15**	**16**	**17**
16	**17**	**18**	**19**	**20**
0	**0**	**0**	**0**	**0**
2040	**2041**	**2042**	**2043**	**2044**
$ 6,994,409	$ 7,134,297	$ 7,276,983	$ 7,422,523	$ 7,570,973
–	–	–	–	–
$ 6,994,409	**$ 7,134,297**	**$ 7,276,983**	**$ 7,422,523**	**$ 7,570,973**
$(489,609)	$(499,401)	$(509,389)	$(519,577)	$(529,968)
7.0%	*7.0%*	*7.0%*	*7.0%*	*7.0%*
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
7.0 %	***7.0 %***	***7.0 %***	***7.0 %***	***7.0 %***
$ 6,504,800	**$ 6,634,896**	**$ 6,767,594**	**$ 6,902,946**	**$ 7,041,005**
$ 272,942	$ 278,401	$ 283,969	$ 289,648	$ 295,441
(19,106)	(19,488)	(19,878)	(20,275)	(20,681)
$ 253,836	**$ 258,913**	**$ 264,091**	**$ 269,373**	**$ 274,760**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
–	–	–	–	–
-	-	-	-	-
–	**–**	**–**	**–**	**–**
–	–	–	–	–
$ 314,933	$ 321,232	$ 327,656	$ 334,210	$ 340,894
(22,045)	(22,486)	(22,936)	(23,395)	(23,863)
$ 292,888	**$ 298,746**	**$ 304,721**	**$ 310,815**	**$ 317,031**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 77,684	$ 79,237	$ 80,822	$ 82,438	$ 84,087
(5,438)	(5,547)	(5,658)	(5,771)	(5,886)
$ 72,246	**$ 73,691**	**$ 75,164**	**$ 76,668**	**$ 78,201**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 41,991	$ 42,831	$ 43,688	$ 44,561	$ 45,453
(2,939)	(2,998)	(3,058)	(3,119)	(3,182)
$ 39,052	**$ 39,833**	**$ 40,629**	**$ 41,442**	**$ 42,271**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 7,162,822	**$ 7,306,078**	**$ 7,452,200**	**$ 7,601,244**	**$ 7,753,269**

$ 101,268	$ 104,306	$ 107,435	$ 110,658	$ 113,978
467,858	481,893	496,350	511,241	526,578
124,637	128,377	132,228	136,195	140,280
12,152	12,517	12,892	13,279	13,677
–	–	–	–	–
121,521	125,167	128,922	132,790	136,773
52,659	54,239	55,866	57,542	59,269
97,217	100,134	103,138	106,232	109,419
91,141	93,875	96,692	99,592	102,580
60,761	62,584	64,461	66,395	68,387
15,393	15,854	16,330	16,820	17,325
$ 1,144,608	**$ 1,178,946**	**$ 1,214,314**	**$ 1,250,744**	**$ 1,288,266**
196,978	200,917	204,935	209,034	213,215
256,885	264,592	272,530	280,706	289,127
–	–	–	–	–
–	–	–	–	–
2.0 %	*2.0 %*	*2.0 %*	*2.0 %*	*3.5 %*
29,750	29,750	29,750	29,750	29,750
$ 1,628,221	**$ 1,674,205**	**$ 1,721,529**	**$ 1,770,233**	**$ 1,820,358**
111,209	114,546	117,982	121,521	125,167
$ 1,739,430	**$ 1,788,751**	**$ 1,839,511**	**$ 1,891,755**	**$ 1,945,525**
$ 5,423,392	**$ 5,517,328**	**$ 5,612,688**	**$ 5,709,489**	**$ 5,807,744**
–	–	–	–	–
–	–	–	–	–
3,465,613	3,464,679	3,463,692	3,462,648	3,461,545
–	–	–	–	–
–	–	–	–	–
$ 3,465,613	**$ 3,464,679**	**$ 3,463,692**	**$ 3,462,648**	**$ 3,461,545**
$ 1,957,779	**$ 2,052,648**	**$ 2,148,996**	**$ 2,246,840**	**$ 2,346,199**
$ -	***$ -***	***$ -***	***$ -***	***$ -***
$ 1,957,779	**$ 2,052,648**	**$ 2,148,996**	**$ 2,246,840**	**$ 2,346,199**
$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626
–	–	–	–	–
$ 1,155,626	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**
$ 1,957,779	**$ 2,052,648**	**$ 2,148,996**	**$ 2,246,840**	**$ 2,346,199**
–	–	–	–	–
13,390	13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390	13,390
–	**–**	**–**	**–**	**–**

$ 1,944,389	**$ 2,039,258**	**$ 2,135,606**	**$ 2,233,450**	**$ 2,332,809**
–	–	–	–	–
20,254	20,861	21,487	22,132	22,796
20,254	20,861	21,487	22,132	22,796
–	**–**	**–**	**–**	**–**
$ 1,924,136	**$ 2,018,397**	**$ 2,114,119**	**$ 2,211,319**	**$ 2,310,014**
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 1,924,136	**$ 2,018,397**	**$ 2,114,119**	**$ 2,211,319**	**$ 2,310,014**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	–	–	–	–
$ 1,924,136	**$ 2,018,397**	**$ 2,114,119**	**$ 2,211,319**	**$ 2,310,014**
–	–	–	–	–
13,390	13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390	13,390
–	**–**	**–**	**–**	**–**
$ 1,910,746	**$ 2,005,007**	**$ 2,100,729**	**$ 2,197,929**	**$ 2,296,624**
–	**–**	**–**	**–**	**–**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 1,910,746	**$ 2,005,007**	**$ 2,100,729**	**$ 2,197,929**	**$ 2,296,624**
$ 955,373	**$ 1,002,504**	**$ 1,050,365**	**$ 1,098,964**	**$ 1,148,312**
$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
–	–	–	–	850,000
$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**–**
$ 1,910,746	**$ 2,005,007**	**$ 2,100,729**	**$ 2,197,929**	**$ 1,446,624**
$ 955,373	**$ 1,002,504**	**$ 1,050,365**	**$ 1,098,964**	**$ 723,312**

–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 955,373	**$ 1,002,504**	**$ 1,050,365**	**$ 1,098,964**	**$ 723,312**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 1,910,746	**$ 2,005,007**	**$ 2,100,729**	**$ 2,197,929**	**$ 1,446,624**
$ 1,719,671	**$ 1,804,506**	**$ 1,890,656**	**$ 1,978,136**	**$ 1,301,961**
$ 191,075	**$ 200,501**	**$ 210,073**	**$ 219,793**	**$ 144,662**

$ 19	$ 20	$ 21	$ 22	$ 14
19	20	21	22	14
191,036	200,461	210,031	219,749	144,633
–	–	–	–	–

2040	2041	2042	2043	2044
$ 727,761	$ 769,578	$ 813,798	$ 860,559	$ 910,007
2,678,073	2,636,256	2,592,036	2,545,275	2,495,828
59,778	58,845	57,858	56,814	55,710
$ 3,465,613	**$ 3,464,679**	**$ 3,463,692**	**$ 3,462,648**	**$ 3,461,545**
$ 48,152,926	$ 47,425,165	$ 46,655,587	$ 45,841,789	$ 44,981,230
727,761	769,578	813,798	860,559	910,007
$ 47,425,165	**$ 46,655,587**	**$ 45,841,789**	**$ 44,981,230**	**$ 44,071,223**

2040	2041	2042	2043	2044
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**

2040	2041	2042	2043	2044
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	–	–	–	–

–	–	–	–	–
–	**–**	**–**	**–**	**–**

2040	2041	2042	2043	2044
–	–	–	–	$ 850,000
–	–	–	–	–
–	**–**	**–**	**–**	**$ 850,000**
$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
–	–	–	–	850,000
$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**–**

2040	2041	2042	2043	2044
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000
–	–	–	–	$ 850,000
$ 850,000	**$ 850,000**	**$ 850,000**	**$ 850,000**	**–**
–	–	–	–	–
$ 1,733,061	$ 1,817,896	$ 1,904,046	$ 1,991,526	$ 1,315,351

18 21 0 2045	19 22 0 2046	20 23 0 2047	21 24 0 2048	22 25 0 2049
$ 7,722,393	$ 7,876,840	$ 8,034,377	$ 8,195,065	$ 8,358,966
–	–	–	–	–
$ 7,722,393	**$ 7,876,840**	**$ 8,034,377**	**$ 8,195,065**	**$ 8,358,966**
$(540,567)	$(551,379)	$(562,406)	$(573,655)	$(585,128)
7.0%	*7.0%*	*7.0%*	*7.0%*	*7.0%*
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
7.0 %	***7.0 %***	***7.0 %***	***7.0 %***	***7.0 %***
$ 7,181,825	**$ 7,325,462**	**$ 7,471,971**	**$ 7,621,410**	**$ 7,773,838**
$ 301,350	$ 307,377	$ 313,525	$ 319,795	$ 326,191
(21,095)	(21,516)	(21,947)	(22,386)	(22,833)
$ 280,256	**$ 285,861**	**$ 291,578**	**$ 297,410**	**$ 303,358**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
–	–	–	–	–
-	-	-	-	-
–	**–**	**–**	**–**	**–**
–	–	–	–	–
$ 347,712	$ 354,666	$ 361,759	$ 368,994	$ 376,374
(24,340)	(24,827)	(25,323)	(25,830)	(26,346)
$ 323,372	**$ 329,839**	**$ 336,436**	**$ 343,165**	**$ 350,028**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 85,769	$ 87,484	$ 89,234	$ 91,019	$ 92,839
(6,004)	(6,124)	(6,246)	(6,371)	(6,499)
$ 79,765	**$ 81,360**	**$ 82,988**	**$ 84,647**	**$ 86,340**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 46,362	$ 47,289	$ 48,235	$ 49,199	$ 50,183
(3,245)	(3,310)	(3,376)	(3,444)	(3,513)
$ 43,116	**$ 43,979**	**$ 44,858**	**$ 45,755**	**$ 46,670**
7 %	*7 %*	*7 %*	*7 %*	*7 %*
$ 7,908,334	**$ 8,066,501**	**$ 8,227,831**	**$ 8,392,387**	**$ 8,560,235**

$ 117,397	$ 120,919	$ 124,547	$ 128,283	$ 132,132
542,375	558,646	575,406	592,668	610,448
144,489	148,824	153,288	157,887	162,624
14,088	14,510	14,946	15,394	15,856
–	–	–	–	–
140,877	145,103	149,456	153,940	158,558
61,047	62,878	64,764	66,707	68,708
112,701	116,082	119,565	123,152	126,846
105,658	108,827	112,092	115,455	118,918
70,438	72,551	74,728	76,970	79,279
17,844	18,380	18,931	19,499	20,084
$ 1,326,914	**$ 1,366,721**	**$ 1,407,723**	**$ 1,449,955**	**$ 1,493,453**
217,479	221,829	226,265	230,791	235,406
297,801	306,735	315,937	325,415	335,177
–	–	–	–	–
–	–	–	–	–
2.0 %	*2.0 %*	*2.0 %*	*2.0 %*	*2.0 %*
–	–	–	–	–
$ 1,842,194	**$ 1,895,285**	**$ 1,949,925**	**$ 2,006,160**	**$ 2,064,037**
128,922	132,790	136,773	140,877	145,103
$ 1,971,116	**$ 2,028,074**	**$ 2,086,698**	**$ 2,147,037**	**$ 2,209,140**
$ 5,937,218	**$ 6,038,426**	**$ 6,141,132**	**$ 6,245,350**	**$ 6,351,095**
–	–	–	–	–
–	–	–	–	–
3,460,377	3,459,143	3,457,838	3,456,458	3,454,998
–	–	–	–	–
–	–	–	–	–
$ 3,460,377	**$ 3,459,143**	**$ 3,457,838**	**$ 3,456,458**	**$ 3,454,998**
$ 2,476,841	**$ 2,579,283**	**$ 2,683,294**	**$ 2,788,893**	**$ 2,896,097**
$ -	***$ -***	***$ -***	***$ -***	***$ -***
$ 2,476,841	**$ 2,579,283**	**$ 2,683,294**	**$ 2,788,893**	**$ 2,896,097**
$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626
–	–	–	–	–
$ 1,155,626	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**
$ 2,476,841	**$ 2,579,283**	**$ 2,683,294**	**$ 2,788,893**	**$ 2,896,097**
–	–	–	–	–
13,390	13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390	13,390
–	**–**	**–**	**–**	**–**

$ 2,463,451	**$ 2,565,893**	**$ 2,669,904**	**$ 2,775,503**	**$ 2,882,707**
–	–	–	–	–
23,479	24,184	24,909	25,657	26,426
23,479	24,184	24,909	25,657	26,426
–	**–**	**–**	**–**	**–**
$ 2,439,971	**$ 2,541,709**	**$ 2,644,995**	**$ 2,749,846**	**$ 2,856,280**
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 2,439,971	**$ 2,541,709**	**$ 2,644,995**	**$ 2,749,846**	**$ 2,856,280**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
–	–	–	–	–
$ 2,439,971	**$ 2,541,709**	**$ 2,644,995**	**$ 2,749,846**	**$ 2,856,280**
–	–	–	–	–
13,390	13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390	13,390
–	**–**	**–**	**–**	**–**
$ 2,426,581	**$ 2,528,319**	**$ 2,631,605**	**$ 2,736,456**	**$ 2,842,890**
–	**–**	**–**	**–**	**–**
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–	**–**	**–**	**–**	**–**
$ 2,426,581	**$ 2,528,319**	**$ 2,631,605**	**$ 2,736,456**	**$ 2,842,890**
$ 1,213,291	**$ 1,264,160**	**$ 1,315,802**	**$ 1,368,228**	**$ 1,421,445**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 2,426,581	**$ 2,528,319**	**$ 2,631,605**	**$ 2,736,456**	**$ 2,842,890**
$ 1,213,291	**$ 1,264,160**	**$ 1,315,802**	**$ 1,368,228**	**$ 1,421,445**

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–	**–**	**–**	**–**	**–**
$ 1,213,291	**$ 1,264,160**	**$ 1,315,802**	**$ 1,368,228**	**$ 1,421,445**
–	–	–	–	–
–	–	–	–	–
–	**–**	**–**	**–**	**–**
$ 2,426,581	**$ 2,528,319**	**$ 2,631,605**	**$ 2,736,456**	**$ 2,842,890**
$ 2,183,923	**$ 2,275,487**	**$ 2,368,444**	**$ 2,462,810**	**$ 2,558,601**
$ 242,658	**$ 252,832**	**$ 263,160**	**$ 273,646**	**$ 284,289**

$ 24	$ 25	$ 26	$ 27	$ 28
24	25	26	27	28
242,610	252,781	263,108	273,591	284,232
–	–	–	–	–

2045	2046	2047	2048	2049
$ 962,295	$ 1,017,589	$ 1,076,059	$ 1,137,890	$ 1,203,273
2,443,539	2,388,245	2,329,775	2,267,944	2,202,561
54,543	53,309	52,004	50,624	49,164
$ 3,460,377	**$ 3,459,143**	**$ 3,457,838**	**$ 3,456,458**	**$ 3,454,998**
$ 44,071,223	$ 43,108,928	$ 42,091,339	$ 41,015,280	$ 39,877,390
962,295	1,017,589	1,076,059	1,137,890	1,203,273
$ 43,108,928	**$ 42,091,339**	**$ 41,015,280**	**$ 39,877,390**	**$ 38,674,117**

2045	2046	2047	2048	2049
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–	–	–	–	–
–	**–**	**–**	**–**	**–**
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–	**–**	**–**	**–**	**–**

2045	2046	2047	2048	2049
–	–	–	–	–
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–	**–**	**–**	**–**	**–**
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–	**–**	**–**	**–**	**–**
2045	**2046**	**2047**	**2048**	**2049**
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–	**–**	**–**	**–**	**–**
2045	**2046**	**2047**	**2048**	**2049**
–	–	–	–	–
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–	–	–	–	–
$ 2,197,313	$ 2,288,877	$ 2,381,834	$ 2,476,200	$ 2,571,991

23	**24**	**25**	**26**
26	**27**	**28**	**29**
0	**0**	**0**	**0**
2050	**2051**	**2052**	**2053**
$ 8,526,145	$ 8,696,668	$ 8,870,602	$ 9,048,014
–	–	–	–
$ 8,526,145	**$ 8,696,668**	**$ 8,870,602**	**$ 9,048,014**
$(596,830)	$(608,767)	$(620,942)	$(633,361)
7.0%	*7.0%*	*7.0%*	*7.0%*
–	–	–	–
–	–	–	–
–	–	–	–
–	–	–	–
–	–	–	–
–	–	–	–
7.0 %	***7.0 %***	***7.0 %***	***7.0 %***
$ 7,929,315	**$ 8,087,901**	**$ 8,249,660**	**$ 8,414,653**
$ 332,715	$ 339,369	$ 346,157	$ 353,080
(23,290)	(23,756)	(24,231)	(24,716)
$ 309,425	**$ 315,613**	**$ 321,926**	**$ 328,364**
7 %	*7 %*	*7 %*	*7 %*
–	–	–	–
-	-	-	-
–	**–**	**–**	**–**
–	–	–	–
$ 383,902	$ 391,580	$ 399,411	$ 407,400
(26,873)	(27,411)	(27,959)	(28,518)
$ 357,029	**$ 364,169**	**$ 371,453**	**$ 378,882**
7 %	*7 %*	*7 %*	*7 %*
$ 94,696	$ 96,590	$ 98,521	$ 100,492
(6,629)	(6,761)	(6,897)	(7,034)
$ 88,067	**$ 89,828**	**$ 91,625**	**$ 93,457**
7 %	*7 %*	*7 %*	*7 %*
$ 51,187	$ 52,211	$ 53,255	$ 54,320
(3,583)	(3,655)	(3,728)	(3,802)
$ 47,604	**$ 48,556**	**$ 49,527**	**$ 50,518**
7 %	*7 %*	*7 %*	*7 %*
$ 8,731,440	**$ 8,906,068**	**$ 9,084,190**	**$ 9,265,874**

$ 136,096	$ 140,178	$ 144,384	$ 148,715
628,762	647,624	667,053	687,065
167,502	172,527	177,703	183,034
16,331	16,821	17,326	17,846
–	–	–	–
163,315	168,214	173,261	178,458
70,770	72,893	75,080	77,332
130,652	134,571	138,608	142,767
122,486	126,161	129,945	133,844
81,657	84,107	86,630	89,229
20,687	21,307	21,946	22,605
$ 1,538,257	**$ 1,584,404**	**$ 1,631,937**	**$ 1,680,895**
240,115	244,917	249,815	254,812
345,233	355,590	366,257	377,245
–	–	–	–
–	–	–	–
2.0 %	*2.0 %*	*2.0 %*	*2.0 %*
–	–	–	–
$ 2,123,604	**$ 2,184,911**	**$ 2,248,009**	**$ 2,312,951**
149,456	153,940	158,558	163,315
$ 2,273,060	**$ 2,338,851**	**$ 2,406,567**	**$ 2,476,266**
$ 6,458,380	**$ 6,567,218**	**$ 6,677,623**	**$ 6,789,608**
–	–	–	–
–	–	–	–
3,453,455	3,451,823	3,450,097	3,448,273
–	–	–	–
–	–	–	–
$ 3,453,455	**$ 3,451,823**	**$ 3,450,097**	**$ 3,448,273**
$ 3,004,924	**$ 3,115,395**	**$ 3,227,525**	**$ 3,341,335**
$ -	***$ -***	***$ -***	***$ -***
$ 3,004,924	**$ 3,115,395**	**$ 3,227,525**	**$ 3,341,335**
$ 1,155,626	$ 1,155,626	$ 1,155,626	$ 1,155,626
–	–	–	–
$ 1,155,626	**$ 1,155,626**	**$ 1,155,626**	**$ 1,155,626**
$ 3,004,924	**$ 3,115,395**	**$ 3,227,525**	**$ 3,341,335**
–	–	–	–
13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390
–	**–**	**–**	**–**

$ 2,991,534	**$ 3,102,005**	**$ 3,214,135**	**$ 3,327,945**
–	–	–	–
27,219	28,036	28,877	29,743
27,219	28,036	28,877	29,743
–	**–**	**–**	**–**
$ 2,964,315	**$ 3,073,969**	**$ 3,185,259**	**$ 3,298,202**
–	–	–	–
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**
$ 2,964,315	**$ 3,073,969**	**$ 3,185,259**	**$ 3,298,202**
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**
–	–	–	–
$ 2,964,315	**$ 3,073,969**	**$ 3,185,259**	**$ 3,298,202**
–	–	–	–
13,390	13,390	13,390	13,390
13,390	13,390	13,390	13,390
–	**–**	**–**	**–**
$ 2,950,925	**$ 3,060,579**	**$ 3,171,869**	**$ 3,284,812**
–	**–**	**–**	**–**
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**
$ 2,950,925	**$ 3,060,579**	**$ 3,171,869**	**$ 3,284,812**
$ 1,475,463	**$ 1,530,289**	**$ 1,585,934**	**$ 1,642,406**
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**
$ 2,950,925	**$ 3,060,579**	**$ 3,171,869**	**$ 3,284,812**
$ 1,475,463	**$ 1,530,289**	**$ 1,585,934**	**$ 1,642,406**

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–	**–**	**–**	**–**
$ 1,475,463	**$ 1,530,289**	**$ 1,585,934**	**$ 1,642,406**
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**
$ 2,950,925	**$ 3,060,579**	**$ 3,171,869**	**$ 3,284,812**
$ 2,655,833	**$ 2,754,521**	**$ 2,854,682**	**$ 2,956,331**
$ 295,093	**$ 306,058**	**$ 317,187**	**$ 328,481**

$ 30	$ 31	$ 32	$ 33
30	31	32	33
295,034	305,997	317,123	328,416
–	–	–	–

2050	**2051**	**2052**	**2053**
$ 1,272,413	$ 1,345,525	$ 1,422,839	$ 1,504,596
2,133,421	2,060,309	1,982,995	1,901,239
47,621	45,989	44,263	42,438
$ 3,453,455	**$ 3,451,823**	**$ 3,450,097**	**$ 3,448,273**
$ 38,674,117	$ 37,401,704	$ 36,056,179	$ 34,633,340
1,272,413	1,345,525	1,422,839	1,504,596
$ 37,401,704	**$ 36,056,179**	**$ 34,633,340**	**$ 33,128,744**

2050	**2051**	**2052**	**2053**
–	–	–	–
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–	**–**	**–**	**–**
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**

2050	**2051**	**2052**	**2053**
–	–	–	–
–	–	–	–
–	**–**	**–**	**–**
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–	–	–	–

2050	2051	2052	2053
–	–	–	–
–	–	–	–
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–	–	–	–

2050	2051	2052	2053
–	–	–	–
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–	–	–	–
$ 2,669,223	$ 2,767,911	$ 2,868,072	$ 2,969,721

	Year #	1	2	3	4	5
	Year	2025	2026	2027	2028	2029
3.5 %	AHA Loan Interest Payment	$ 29,750	$ 29,750	$ 29,750	$ 29,750	$ 29,750
	AHA Loan Principal Repayment	–	–	–	–	–
	AHA SLP Up-Front Fee	$ 500,000	–	–	–	–
	AHA Annual Fee	–	–	–	$ 54,387	$ 14,632
	Total	**$ 529,750**	**$ 29,750**	**$ 29,750**	**$ 84,137**	**$ 44,382**
	Cumulative Total	**$ 529,750**	**$ 559,500**	**$ 589,250**	**$ 673,387**	**$ 717,769**

6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038
$ 29,750	$ 29,750	$ 29,750	$ 29,750	$ 29,750	$ 29,750	$ 29,750	$ 29,750	$ 29,750
–	–	–	–	–	–	–	–	–
–	–	–	–	–	–	–	–	–
$ 15,071	$ 15,523	$ 15,988	$ 16,468	$ 16,962	$ 17,471	$ 17,995	$ 18,535	$ 19,091
$ 44,821	**$ 45,273**	**$ 45,738**	**$ 46,218**	**$ 46,712**	**$ 47,221**	**$ 47,745**	**$ 48,285**	**$ 48,841**
$ 762,589	**$ 807,862**	**$ 853,600**	**$ 899,818**	**$ 946,530**	**$ 993,751**	**$ 1,041,496**	**$ 1,089,781**	**$ 1,138,622**

15 2039	16 2040	17 2041	18 2042	19 2043	20 2044
$ 29,750	$ 29,750	$ 29,750	$ 29,750	$ 29,750	–
–	–	–	–	–	$ 850,000
–	–	–	–	–	–
$ 19,664	$ 20,254	$ 20,861	$ 21,487	$ 22,132	$ 22,796
$ 49,414	**$ 50,004**	**$ 50,611**	**$ 51,237**	**$ 51,882**	**$ 872,796**
$ 1,188,036	**$ 1,238,039**	**$ 1,288,651**	**$ 1,339,888**	**$ 1,391,769**	**$ 2,264,565**

Rent Savings Analysis

Market Rate 1-Bed Rent	$ 2,270
Marshall Pointe 1-Bed Rent (60%)	$ 1,467
Annual Rent Escalation	2.0 %
Total Units	149

**Market Rate Rent is for Solana Olde Town Station Apartments*

Rent Savings

Year	1	2	3
Market Rate 1-Bed Annual Rent	$ 27,240	$ 27,785	$ 28,340
Marshall Pointe 1-Bed Annual Rent (60%)	$ 17,604	$ 17,956	$ 18,315
Saving Per Unit Per Year	$ 9,636	$ 9,829	$ 10,025
Annual Savings Property Wide	$ 1,435,764	$ 1,464,479	$ 1,493,769
Cumulative Savings	**$ 1,435,764**	**$ 2,900,243**	**$ 4,394,012**

Market Rate 2-Bed Rent	$ 2,915
Marshall Pointe 2-Bed Rent (60%)	$ 1,761
Annual Rent Escalation	2.0 %
Total Units	84

**Market Rate Rent is for Solana Olde Town Station Apartments*

Rent Savings

Year	1	2	3
Market Rate 2-Bed Annual Rent	$ 34,980	$ 35,680	$ 36,393
Marshall Pointe 2-Bed Annual Rent (60%)	$ 21,132	$ 21,555	$ 21,986
Saving Per Unit Per Year	$ 13,848	$ 14,125	$ 14,407
Annual Savings Property Wide	$ 1,163,232	$ 1,186,497	$ 1,210,227
Cumulative Savings	**$ 1,163,232**	**$ 2,349,729**	**$ 3,559,955**

Market Rate 3-Bed Rent	$ 3,500
Marshall Pointe 3-Bed Rent (60%)	$ 2,034
Annual Rent Escalation	2.0 %
Total Units	27

**Market Rate Rent is for Solana Olde Town Station Apartments*

Rent Savings

Year	1	2	3

Market Rate 3-Bed Annual Rent	$ 42,000	$ 42,840	$ 43,697
Marshall Pointe 3-Bed Annual Rent (60%)	$ 24,408	$ 24,896	$ 25,394
Saving Per Unit Per Year	$ 17,592	$ 17,944	$ 18,303
Annual Savings Property Wide	$ 474,984	$ 484,484	$ 494,173
Cumulative Savings	**$ 474,984**	**$ 959,468**	**$ 1,453,641**

Total Cumulative Rent Savings	**$ 53,159,618**

4	5	6	7	8	9	10
$ 28,907	$ 29,485	$ 30,075	$ 30,677	$ 31,290	$ 31,916	$ 32,554
$ 18,682	$ 19,055	$ 19,436	$ 19,825	$ 20,221	$ 20,626	$ 21,038
$ 10,226	$ 10,430	$ 10,639	$ 10,852	$ 11,069	$ 11,290	$ 11,516
$ 1,523,644	$ 1,554,117	$ 1,585,199	$ 1,616,903	$ 1,649,242	$ 1,682,226	$ 1,715,871
$ 5,917,656	**$ 7,471,774**	**$ 9,056,973**	**$ 10,673,876**	**$ 12,323,118**	**$ 14,005,344**	**$ 15,721,215**

4	5	6	7	8	9	10
$ 37,121	$ 37,863	$ 38,621	$ 39,393	$ 40,181	$ 40,985	$ 41,804
$ 22,425	$ 22,874	$ 23,331	$ 23,798	$ 24,274	$ 24,760	$ 25,255
$ 14,696	$ 14,990	$ 15,289	$ 15,595	$ 15,907	$ 16,225	$ 16,550
$ 1,234,431	$ 1,259,120	$ 1,284,302	$ 1,309,988	$ 1,336,188	$ 1,362,912	$ 1,390,170
$ 4,794,386	**$ 6,053,506**	**$ 7,337,808**	**$ 8,647,796**	**$ 9,983,984**	**$ 11,346,896**	**$ 12,737,066**

4	5	6	7	8	9	10

$ 44,571	$ 45,462	$ 46,371	$ 47,299	$ 48,245	$ 49,210	$ 50,194
$ 25,902	$ 26,420	$ 26,948	$ 27,487	$ 28,037	$ 28,598	$ 29,170
$ 18,669	$ 19,042	$ 19,423	$ 19,811	$ 20,208	$ 20,612	$ 21,024
$ 504,057	$ 514,138	$ 524,421	$ 534,909	$ 545,607	$ 556,519	$ 567,650
$ 1,957,698	**$ 2,471,836**	**$ 2,996,257**	**$ 3,531,166**	**$ 4,076,773**	**$ 4,633,292**	**$ 5,200,942**

11	12	13	14	15
$ 33,205	$ 33,870	$ 34,547	$ 35,238	$ 35,943
$ 21,459	$ 21,888	$ 22,326	$ 22,773	$ 23,228
$ 11,746	$ 11,981	$ 12,221	$ 12,465	$ 12,714
$ 1,750,188	$ 1,785,192	$ 1,820,896	$ 1,857,314	$ 1,894,460
$ 17,471,404	**$ 19,256,596**	**$ 21,077,492**	**$ 22,934,805**	**$ 24,829,265**

11	12	13	14	15
$ 42,640	$ 43,493	$ 44,363	$ 45,250	$ 46,155
$ 25,760	$ 26,275	$ 26,800	$ 27,336	$ 27,883
$ 16,881	$ 17,218	$ 17,563	$ 17,914	$ 18,272
$ 1,417,973	$ 1,446,333	$ 1,475,259	$ 1,504,765	$ 1,534,860
$ 14,155,039	**$ 15,601,372**	**$ 17,076,631**	**$ 18,581,396**	**$ 20,116,256**

11	12	13	14	15

$ 51,198	$ 52,222	$ 53,266	$ 54,331	$ 55,418
$ 29,753	$ 30,348	$ 30,955	$ 31,574	$ 32,206
$ 21,445	$ 21,873	$ 22,311	$ 22,757	$ 23,212
$ 579,003	$ 590,583	$ 602,395	$ 614,442	$ 626,731
$ 5,779,945	**$ 6,370,528**	**$ 6,972,923**	**$ 7,587,365**	**$ 8,214,096**

Sales/Use Tax

*In Lieu of Sales Tax, a Use Tax is charged at the time of permit pulling

	Total Incl. Use Tax	Use Tax Amount (Savings)
DEV Permit	$ 19,717	$ 12,543
Garage Permit	$ 179,968	$ 136,616
Building Permit	$ 1,560,329	$ 1,156,640

Property Tax

Tax Estimate		
Affordable Sales Price/Unit		**$ 220,000**
Total Value	260 units	$57,200,000
Assessed Value	6.75%	$3,861,000
Mill Levy	10.27%	$396,397
Total Real Estate Taxes		**$ 396,397**
Per Unit		**$ 1,525**

RET Value - 15 Year	
Discount Rate	10%
Tax Growth Rate	3%
NPV	**$ 3,550,785**
Tax Savings (%)	10%
NPV Savings	**$ 355,079**

Year	Full Tax Burden	Tax Savings
Year 1	396,397	39,640
Year 2	408,289	40,829
Year 3	420,538	42,054
Year 4	433,154	43,315
Year 5	446,149	44,615
Year 6	459,533	45,953
Year 7	473,319	47,332
Year 8	487,519	48,752
Year 9	502,144	50,214
Year 10	517,209	51,721
Year 11	532,725	53,272
Year 12	548,707	54,871
Year 13	565,168	56,517
Year 14	582,123	58,212
Year 15	599,586	59,959