Integra Realty Resources
Tampa Bay

Appraisal of Real Property

Pasco Woods Apartments
Multifamily Property
6220 Ryerson Circle
Wesley Chapel, Pasco County, Florida 33544
Client Reference: N/A

Prepared For:
Axiom Bank

Effective Date of the Appraisal:
April 19, 2016

Date of Report:
April 22, 2016

IRR - Tampa Bay
File Number: 148-2016-0244

Pasco Woods Apartments
6220 Ryerson Circle
Wesley Chapel, Florida

Integra Realty Resources
Tampa Bay

550 North Reo Street
Suite 220
Tampa, FL 33609

T 813.287.1000
F 813.281.0681
www.irr.com

April 22, 2016

Allen Tice
Commercial Loan Specialist
Axiom Bank
258 Southhall Lane
Maitland, FL 32751-7449

SUBJECT: Market Value Appraisal
Pasco Woods Apartments
6220 Ryerson Circle
Wesley Chapel, Pasco County, Florida 33544
Client Reference: N/A
IRR - Tampa Bay File No. 148-2016-0244

Dear Mr. Tice:

Integra Realty Resources – Tampa Bay is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value as is of the fee simple interest in the property as restricted by the Housing Credit and Tax-Exempt Bond programs and the hypothetical value as if an un-restricted market rate property. The client for the assignment is Axiom Bank, and the intended use is for loan underwriting purposes. The intended user of this report is Axiom Bank. No other use or users are intended.

The subject is an existing multifamily property containing 200 dwelling units. The improvements were constructed in 2000 and are 99% leased as of the effective appraisal date. The site area is 15.11 acres or 658,192 square feet. The property has 100% of its units set-aside for households earning 60% or less of the Area Median Income (AMI). The property is restricted by the Housing Credit, Tax Exempt Bond and SAIL programs. The subject property is further described and identified by both legal and narrative descriptions within the text of the following appraisal report.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal

Practice of the Appraisal Institute, applicable state appraisal regulations, and the appraisal guidelines of Axiom Bank. The appraisal is also prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Comprehensive Format. This format contains the greatest depth and detail of IRR's available report types.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is, as a Market Rate Property	Fee Simple	April 19, 2016	$24,500,000
Market Value As Is, as a Restricted Rental Property	Fee Simple	April 19, 2016	$15,350,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. We assume that all data furnished to us and relied upon is true and correct.
2. We have assumed and our conclusions are based upon the assumption that the dwelling units we inspected are representative of the quality/condition of those we did not inspect.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The subject is restricted by the Housing Credit, Tax-Exempt Bond and SAIL programs. Therefore, operation solely as a market rate project is a hypothetical condition.

The opinions of value expressed in this report are based on estimates and forecasts that are prospective in nature and subject to considerable risk and uncertainty. Events may occur that could cause the performance of the property to differ materially from our estimates, such as changes in the economy, interest rates, capitalization rates, financial strength of tenants, and behavior of investors, lenders, and consumers. Additionally, our opinions and forecasts are based partly on data obtained from interviews and third party sources, which are not always completely reliable. Although we are of the opinion that our findings are reasonable based on available evidence, we are not responsible for the effects of future occurrences that cannot reasonably be foreseen at this time.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Tampa Bay

Michael Ahwash, MAI
Certified General Real Estate Appraiser
Florida Certificate # RZ2326
Telephone: 813-287-1000, ext. 183
Email: mahwash@irr.com

Mr. Bradford L. Johnson, MAI, MRICS
Certified General Real Estate Appraiser
Florida Certificate # RZ409
Telephone: 813.287.1000, ext. 121
Email: bljohnson@irr.com

Table of Contents

Summary of Salient Facts and Conclusions **1**

General Information **3**
Identification of Subject 3
Legal Description 3
Sale History 3
Pending Transactions 4
Purpose of the Appraisal 4
Definition of Market Value 4
Definition of As Is Market Value 5
Definition of Property Rights Appraised 5
Intended Use and User 5
Applicable Requirements 5
Report Format 5
Prior Services 6
Scope of Work 6

Economic Analysis **8**
Pasco County Area Analysis 8
Surrounding Area Analysis 16
Location 16
Access and Linkages 16
Multifamily Market Analysis 21
Class B/C Multifamily Market 22

Property Analysis **31**
Land Description and Analysis 31
Improvements Description and Analysis 36
Real Estate Taxes 44
Highest and Best Use 47

Valuation As A Market Rental Property **49**
Valuation Methodology 49
Sales Comparison Approach – As a Market Rate Property 50
Adjustment Factors 54
Analysis and Adjustment of Sales 55
Value Indication 57
Income Capitalization Approach – As a Market Rate Property 58
Unit Mix and Occupancy 58
Market Rent Analysis 59
Gross Income Estimate 67
Operating Expenses 68
Capitalization Rate Selection 76
Direct Capitalization Analysis 79
Reconciliation and Conclusion of Value - As A Market Rental Property 80
Final Opinion of Value 80
Exposure Time 81
Marketing Time 82

Valuation Subject To Income and Rent Restrictions **83**
Valuation Methodology 83
Sales Comparison Approach – As Restricted 84
Adjustment Factors 88
Value Indication 90
Income Capitalization Approach – As Restricted 91
Direct Capitalization Analysis 91
Occupancy and Rental Rates 91
Area Median Income (AMI) 92
Maximum Gross Restricted Rental Rates 92
Utilities Allowances 93
Maximum Allowable Net Rent Calculations 93
Market Rent Analysis 93
Gross Income Estimate 101

Table of Contents

Operating Expenses 102
Capitalization Rate Selection 109
Direct Capitalization Analysis 113
Reconciliation and Conclusion of Value - As a Restricted Rental Property 114
Final Opinion of Value 114
Exposure Time 116
Marketing Time 116

Certification 117

Assumptions and Limiting Conditions 119

Addenda
A. Appraiser Qualifications
B. Definitions
C. Financials and Property Information
D. Comparable Data
E. Engagement Letter

Summary of Salient Facts and Conclusions

Part One	
Property Name	Pasco Woods Apartments
Address	6220 Ryerson Circle Wesley Chapel, Pasco County, Florida 33544
Property Type	Multifamily - LIHTC
Owner of Record	Pasco Woods, Ltd
Tax ID	06-26-20-0000-00400-0033
Latitude, Longitude	28.247981 / -82.350377
Census Tract	0320.06 / Qualified - No
Difficult to Develop Area	Yes
Land Area	15.11 acres; 658,192 SF
Land Area (Usable)	15.11 acres; 658,192 SF
Number of Units	200
Gross Building Area	240,788 SF
Rentable Floor Area	238,768 SF
Percent Leased	99%
Year Built; Year Renovated	2000; N/A
Zoning Designation	MF-2, Multiple-Family High Density District
Highest and Best Use - As if Vacant	Multifamily use
Highest and Best Use - As Improved	Continued multifamily use
Exposure Time; Marketing Period	3 to 6 months; 3 to 6 months
Date of the Report	April 22, 2016

Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is, as a Market Rate Property	Fee Simple	April 19, 2016	$24,500,000
Market Value As Is, as a Restricted Rental Property	Fee Simple	April 19, 2016	$15,350,000

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Axiom Bank may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. We assume that all data furnished to us and relied upon is true and correct.
2. We have assumed and our conclusions are based upon the assumption that the dwelling units we inspected are representative of the quality/condition of those we did not inspect.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The subject is restricted by the Housing Credit, Tax-Exempt Bond and SAIL programs. Therefore, operation solely as a market rate project is a hypothetical condition.

Part Two		
Sales Comparison Approach		
Market - 200 Units	$22,000,000	($110,000/Unit)
Restricted - 200 Units	$15,300,000	($76,500/Unit)
Income Capitalization Approach	**Market**	**Restricted**
Potential Gross Income at Stabilization	$2,550,000	$1,820,400
Stabilized % Vacancy & Collection Loss	6.0%	4.0%
Concessions	0.5%	0.5%
Effective Gross Income	$2,559,250	$1,913,482
Operating Expenses	$1,172,066	$1,046,039
Operating Expense Ratio	43.8%	54.7%
Net Operating Income at Stabilization	$1,387,184	$867,443
Capitalization Rate Applied and Value	5.50%	5.65%
Indicated Value	$25,220,000	$15,350,000
Market Value Conclusion	$24,500,000	$15,350,000

General Information

Identification of Subject

The subject is an existing multifamily property containing 200 dwelling units. The improvements were constructed in 2000 and are 99% leased as of the effective appraisal date. The site area is 15.11 acres or 658,192 square feet. The property has 100% of its units set-aside for households earning 60% or less of the Area Median Income (AMI). The property is restricted by the Housing Credit, Tax Exempt Bond and SAIL programs.

Property Identification	
Property Name	Pasco Woods Apartments
Address	6220 Ryerson Circle Wesley Chapel, Florida 33544
Tax ID	06-26-20-0000-00400-0033
Owner of Record	Pasco Woods, Ltd

Legal Description

LEGAL DESCRIPTION OF PROPERTY

A portion of Section 6, Township 26 South, Range 20 East, Pasco County, Florida, being further described as follows:

From the S.W. corner of Section 6, Township 26 South, Range 20 East, run N 00° 10' 15" E, 1295.64 feet along a line between Section 6, Township 26 South, Range 20 East, and Section 1, Township 26 South, Range 19 East, to the North line of the S.W. 1/4 of the S.W. 1/4 of said Section 6, thence N 89° 43' 21" E, along said North line of S.W. 1/4 of S.W. 1/4, 216.47 feet to the easterly right of way line of Oakley Boulevard; thence along said easterly right of way line N 00° 15' 55" E, 20.00 feet to the Point of Beginning; thence continue N 00° 15' 55" E 198.72 feet; thence leaving said easterly right of way line, S 89° 44' 05" E, 479.95 feet; thence N 00° 15' 55" E, 679.18 feet; thence N 00° 41' 04" E, 93.67 feet; thence N 56° 53' 39" E 244.85 feet; thence N 89° 39' 07" E, 319.86 feet; thence S 00° 15' 55" W, 1,100.15 feet to a point on a line that is 20.00 feet North of and parallel to the North line of the S.W. 1/4 of S.W. 1/4 of said Section 6, thence S 89° 43' 21" W, along said line, 1,005.00 feet to the Point of Beginning.

Sale History

To the best of our knowledge, no sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date.

Pending Transactions

The property is under contract for sale as of the effective appraisal date. Information about the contract is summarized as follows:

Contract Date	March 24, 2016
Seller	Pasco Woods, Ltd
Buyer	Harmony Housing Advisors, Inc.
Sale Price	$15,308,191
Comments	There was an initial escrow deposit of $200,000, of which $50,000 became non-refundable after evidence of a clear title was provided. There is a 30-day contingency period and closing shall occur no later than 30 days after the end of the contingency period. A 30-day extension is available to the buyer with an additional $100,000 non-refundable deposit. The buyer has the option to assume an existing FHFC loan with a current balance of $7,470,000. The Purchase and Sale Agreement appears to be an arm's length contract and representative of market value.

Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the of the fee simple interest in the property as restricted by the Housing Credit, Tax-Exempt Bond and SAIL programs and the hypothetical value as if an un-restricted market rate property. The effective date of the appraisal is April 19, 2016. The date of the report is April 22, 2016. The appraisal is valid only as of the stated effective date or dates.

Definition of Market Value

Market value is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Definition of As Is Market Value

As is market value is defined as, "The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal's effective date."

(Source: The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77471)

Definition of Property Rights Appraised

Fee simple estate is defined as, "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Lease is defined as: "A contract in which rights to use and occupy land or structures are transferred by the owner to another for a specified period of time in return for a specified rent."

(Source: The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010)

Intended Use and User

The intended use of the appraisal is for loan underwriting purposes. The client and intended user is Axiom Bank. The appraisal is not intended for any other use or user. No party or parties other than Axiom Bank may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations;
- Appraisal requirements of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), revised June 7, 1994;
- Interagency Appraisal and Evaluation Guidelines issued December 10, 2010;
- Appraisal guidelines of Axiom Bank.

Report Format

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources

internal standards for an Appraisal Report – Comprehensive Format. This format contains the greatest depth and detail of IRR's available report types.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Applicable	Utilized

The **income capitalization approach** is the most reliable valuation method for the subject due to the following:

- The probable buyer of the subject would base a purchase price decision primarily on the income generating potential of the property and an anticipated rate of return.
- Sufficient market data regarding income, expenses, and rates of return, is available for analysis.

The **sales comparison approach** is an applicable valuation method because:

- There is an active market for similar properties, and sufficient sales data is available for analysis.
- This approach directly considers the prices of alternative properties having similar utility.

The **cost approach** is not applicable to the assignment considering the following:

- The age of the property would limit the reliability of an accrued depreciation estimate.

- There are limited land transactions in the market area of the subject, making estimates of underlying land value subjective.
- This approach is not typically used by market participants, except for new or nearly new properties.

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

Michael Ahwash, MAI, conducted an interior and exterior inspection of the property on April 19, 2016. Mr. Bradford L. Johnson, MAI, MRICS,.

Interior inspections included a total of 6 units, representing the following unit types:

Economic Analysis

Pasco County Area Analysis

Pasco County is located in western Florida approximately 30 miles north of Tampa. It is 747 square miles in size and has a population density of 665 persons per square mile. Pasco County is part of the Tampa-St. Petersburg-Clearwater, FL Metropolitan Statistical Area, hereinafter called the Tampa MSA, as defined by the U.S. Office of Management and Budget.

Population

Pasco County has an estimated 2016 population of 496,514, which represents an average annual 1.1% increase over the 2010 census of 464,697. Pasco County added an average of 5,303 residents per year over the 2010-2016 period, and its annual growth rate exceeded the United States rate of 0.7%.

Looking forward, Pasco County's population is projected to increase at a 1.1% annual rate from 2016-2021, equivalent to the addition of an average of 5,510 residents per year. Pasco County's growth rate is expected to exceed that of the United States, which is projected to be 0.7%.

Population Trends

	Population			Compound Ann. % Chng	
	2010 Census	2016 Est.	2021 Est.	2010 - 2016	2016 - 2021
Pasco County	464,697	496,514	524,066	1.1%	1.1%
Florida	18,801,310	20,299,288	21,515,406	1.3%	1.2%
United States	308,745,538	322,431,073	334,341,965	0.7%	0.7%

Source: The Nielsen Company

Employment

Total employment in Pasco County is currently estimated at 108,119 jobs. Between year-end 2004 and the present, employment rose by 19,087 jobs, equivalent to a 21.4% increase over the entire period. There were gains in employment in seven out of the past ten years despite the national economic downturn and slow recovery. Pasco County's rate of employment growth over the last decade surpassed that of the United States, which experienced an increase in employment of 5.9% or 7,707,305 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Pasco County unemployment rate has been generally higher than that of the United States, with an average unemployment rate of 7.7% in comparison to a 6.8% rate for the United States. A higher unemployment rate is a negative indicator.

Recent data shows that the Pasco County unemployment rate is 5.2% in comparison to a 4.8% rate for the United States, a negative sign for Pasco County economy but one that must be tempered by the fact that Pasco County has outperformed the United States in the rate of job growth over the past two years.

Employment Trends

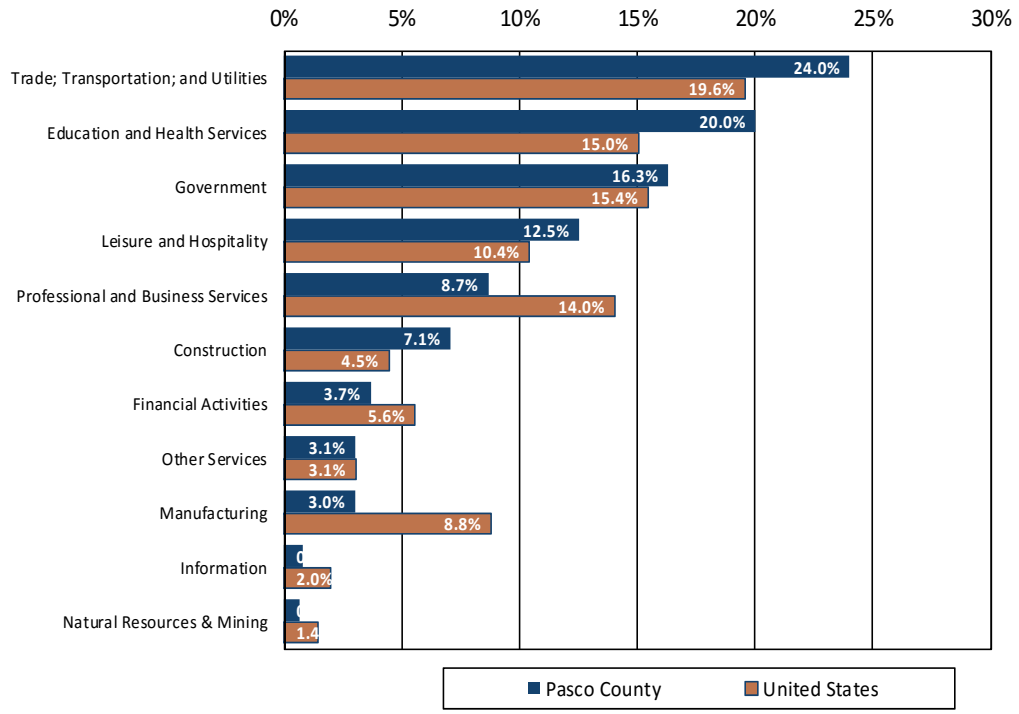
	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
Year	Pasco County	% Change	United States	% Change	Pasco County	United States
2004	89,032		131,559,169		5.2%	5.5%
2005	96,252	8.1%	133,822,608	1.7%	4.4%	5.1%
2006	102,083	6.1%	135,938,194	1.6%	3.9%	4.6%
2007	101,365	-0.7%	137,040,511	0.8%	5.0%	4.6%
2008	101,012	-0.3%	133,856,429	-2.3%	7.7%	5.8%
2009	96,796	-4.2%	128,312,441	-4.1%	11.9%	9.3%
2010	98,108	1.4%	129,471,802	0.9%	11.9%	9.6%
2011	99,851	1.8%	131,286,178	1.4%	10.9%	9.0%
2012	102,250	2.4%	133,785,010	1.9%	9.1%	8.1%
2013	103,194	0.9%	136,171,103	1.8%	7.8%	7.4%
2014	108,119	4.8%	139,266,474	2.3%	6.7%	6.2%
Overall Change 2004-2014	19,087	21.4%	7,707,305	5.9%		
Avg Unemp. Rate 2004-2014					7.7%	6.8%
Unemployment Rate - November 2015					5.2%	4.8%

Source: Bureau of Labor Statistics and Economy.com. Employment figures are from the Quarterly Census of Employment and Wages (QCEW). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Employment Sectors

The composition of the Pasco County job market is depicted in the following chart, along with that of the United States. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Pasco County jobs in each category.

Employment Sectors - 2014



Source: Bureau of Labor Statistics and Economy.com

Pasco County has greater concentrations than the United States in the following employment sectors:

1. Trade; Transportation; and Utilities, representing 24.0% of Pasco County payroll employment compared to 19.6% for the United States as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.
2. Education and Health Services, representing 20.0% of Pasco County payroll employment compared to 15.0% for the United States as a whole. This sector includes employment in public and private schools, colleges, hospitals, and social service agencies.
3. Government, representing 16.3% of Pasco County payroll employment compared to 15.4% for the United States as a whole. This sector includes employment in local, state, and federal government agencies.
4. Leisure and Hospitality, representing 12.5% of Pasco County payroll employment compared to 10.4% for the United States as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.

Pasco County is underrepresented in the following sectors:

1. Professional and Business Services, representing 8.7% of Pasco County payroll employment

compared to 14.0% for the United States as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.

2. Financial Activities, representing 3.7% of Pasco County payroll employment compared to 5.6% for the United States as a whole. Banking, insurance, and investment firms are included in this sector, as are real estate owners, managers, and brokers.
3. Manufacturing, representing 3.0% of Pasco County payroll employment compared to 8.8% for the United States as a whole. This sector includes all establishments engaged in the manufacturing of durable and nondurable goods.
4. Information, representing 0.8% of Pasco County payroll employment compared to 2.0% for the United States as a whole. Publishing, broadcasting, data processing, telecommunications, and software publishing are included in this sector.

Major Employers

Major employers in Pasco County are shown in the following table.

Major Employers - Pasco County

	Name	Number of Employees
1	Pasco County School District	9,713
2	HCA Healthcare	2,597
3	Pasco County Government	2,200
4	Pasco County Sheriff	1,261
5	State of Florida	1,211
6	Morton Plant North Bay Hosp./Recovery Center	873
7	Florida Hospital Zephyrhills	847
8	Florida Hospital Wesley Chapel	750
9	Wal-Mart Supercenters	736
10	Saint Leo University	726

Source: http://www.pascoedc.com/Pasco-Data/Labor-Employment/Largest-Employers

Gross Domestic Product

Gross Domestic Product (GDP) is a measure of economic activity based on the total value of goods and services produced in a defined geographic area. Although GDP figures are not available at the county level, data reported for the Tampa MSA is considered meaningful when compared to the nation overall, as Pasco County is part of the MSA and subject to its influence.

Economic growth, as measured by annual changes in GDP, has been considerably lower in the Tampa MSA than the United States overall during the past eight years. The Tampa MSA has declined at a 0.2% average annual rate while the United States has grown at a 0.8% rate. As the national economy improves, the Tampa MSA has recently performed better than the United States. GDP for the Tampa MSA rose by 2.7% in 2014 while the United States GDP rose by 2.2%.

The Tampa MSA has a per capita GDP of $40,468, which is 18% less than the United States GDP of $49,110. This means that Tampa MSA industries and employers are adding relatively less value to the economy than their counterparts in the United States overall.

Gross Domestic Product

Year	($ Mil) Tampa MSA	% Change	($ Mil) United States	% Change
2007	119,518		14,798,367	
2008	114,959	-3.8%	14,718,304	-0.5%
2009	109,998	-4.3%	14,320,114	-2.7%
2010	109,342	-0.6%	14,628,169	2.2%
2011	109,104	-0.2%	14,833,680	1.4%
2012	112,038	2.7%	15,127,489	2.0%
2013	114,935	2.6%	15,317,517	1.3%
2014	117,989	2.7%	15,659,221	2.2%
Compound % Chg (2007-2014)		-0.2%		0.8%
GDP Per Capita 2014	$40,468		$49,110	

Source: Bureau of Economic Analysis and Economy.com; data released September 2015. The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2009 dollars.

Household Income

Pasco County has a considerably lower level of household income than the United States. Median household income for Pasco County is $47,003, which is 15.4% less than the corresponding figure for the United States.

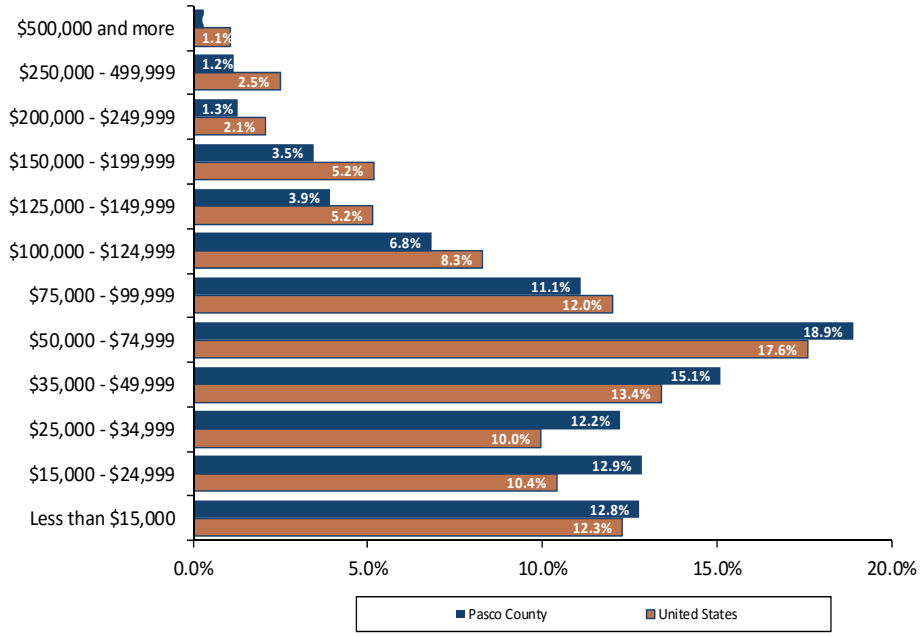
Median Household Income - 2016

	Median
Pasco County	$47,003
United States	$55,551
Comparison of Pasco County to United States	- 15.4%

Source: The Nielsen Company

The following chart shows the distribution of households across twelve income levels. Pasco County has a greater concentration of households in the lower income levels than the United States. Specifically, 38% of Pasco County households are below the $35,000 level in household income as compared to 33% of United States households. A lesser concentration of households is apparent in the higher income levels, as 28% of Pasco County households are at the $75,000 or greater levels in household income versus 36% of United States households.

Household Income Distribution - 2016

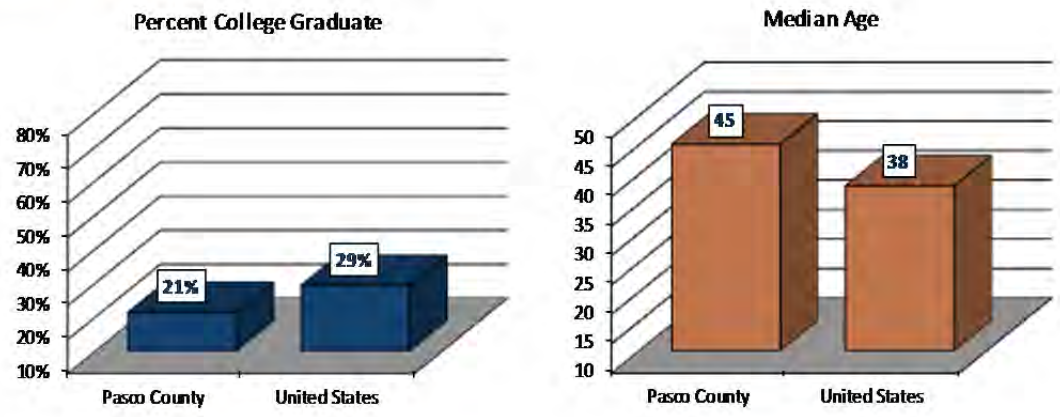


Source: The Nielsen Company

Education and Age

Residents of Pasco County have a lower level of educational attainment than those of the United States. An estimated 21% of Pasco County residents are college graduates with four-year degrees, versus 29% of United States residents. People in Pasco County are older than their United States counterparts. The median age for Pasco County is 45 years, while the median age for the United States is 38 years.

Education & Age - 2016



Source: The Nielsen Company

Conclusion

The Pasco County economy will be affected by a growing population base and lower income and education levels. Pasco County experienced growth in the number of jobs over the past decade, and it is reasonable to assume that employment growth will occur in the future. We anticipate that the Pasco County economy will improve and employment will grow, strengthening the demand for real estate.

Area Map

Pasco Woods Apartments
6220 Ryerson Circle
Wesley Chapel, FL
Bayport
Berkeley
Weeki Wachee
Weekiwachee Woodlands
Willow Sink
Spring Hill
Aripeka
Hudson
Bayonet Point
Port Richey
New Port Richey
Gulf Harbors
Elfers
Seven Springs
Beacon Square
Holiday
Odessa
Gulf Pine
Tarpon Springs
Victor
Lake Fern
Cove Springs
Lake Shore Estates
Crystal Beach
Wall Springs
Palm Harbor
Caladesi Island State Park
Ozona
Curlew
Oldsmar
Dunedin
Bridgeport
Clearwater Beach
PINELLAS
Clearwater
Safety Harbor
Belleair Bluffs
Belleair
Bayview
Old Tampa Bay
Largo
Four Corners
Indian Rocks Beach
Baskin
Indian Shores
Cross Bayou
Seminole
Pinellas Park
Redington Shores
Kenneth City
Lealman
North Redington Beach
Bay Pines
Madeira Beach
Treasure Island
St Petersburg
Gulfport
South Pasadena
Tampa Bay
St Pete Beach
Lake Maggiore
Pass-a-Grille
Tierra Verde
Norman
Brooksville
Conrock
Rital
Ridge Manor
Richloam
H E R N A N D O
Powell
Spring Lake
Alderman
Riverdale
Lacoochee
Clay Sink
Garden Grove
Ayers
Trilcoochee
Masaryktown
Dixie
Jessamine
Blanton
Chukuchatta
Sturkey
Loyce
Tommytown
Old Henley Place
Greenfield
Darby
Dade City
San Antonio
St Leo
Clinton Heights
Fivay Junction
P A S C O
Ehren
Richland
Port Lonesome
Drexel
Dupree Gardens
Wesley Chapel
Lumberton
Zephyrhills
Land O' Lakes
F L O R I D A
Crystal Springs
Lutz
Toll 568
Bruing
Branchton
Kalon
Socrum
Kathleen
Cosme
H I L L S B O R O U G H
Moriczville
Galloway
Chapman
Citrus Park
Carrollwood Village
Knights
Midway
Spivey
Lake Carroll
Clairwild
Thonotosassa
Temple Terrace
Antioch
Shiloh
Winston
Tarpon
Mullis City
Temple Terrace Junction
Kennedy Hill
Mango Hills
Dover
Plant City
Rocky Creek
Harney
Coronet
Orient Park
Mango
Seffner
Beattys Corner
Trapnell
Tampa
Palm River
Valrico
Sydney
Bealsville
Brandon
Port Sutton
Durant
Hopewell
Providence
Willow Oak
Progress Village
Bloomingdale
Marvina
Keysville
Gibsonton
Riverview
Lithia
Pinecrest
Remlap
Boyette
Welcome
Adamsville
Lillibridge
Apollo Beach
North Ruskin
Balm
Sun City Center
Ruskin
Gulf City
Fort Lonesome
Sun City
Valrico

Surrounding Area Analysis

Location

The subject is located in the Land O' Lakes/Wesley Chapel submarket of southern Pasco County. The property has an average residential location along the east side of Oakley Boulevard, which is north of Wesley Chapel Boulevard (SR 54) and west of I-75. Overall the area is suburban in nature and is approximately 60% developed.

Access and Linkages

The subject neighborhood is served by the following thoroughfares:

- ***State Road 54*** is a major east/west roadway that extends from U.S. Highway 19 in western Pasco County, east to Zephyrhills and into Polk County. State Road 54 has been recently widened to a six lane highway. Over the last several years it has been subject to significant new development, consisting mostly of residential subdivisions and several neighborhood retail centers.

- ***Interstate 275*** is a spur of Interstate 75 offering access to the Tampa Business district. Interstate 275, a limited access interstate, splits from Interstate 75 in northern Hillsborough County and travels in a southwestern direction connecting Hillsborough and Pinellas County's by the Howard Franklin Bridge. Interstate 275 continues south through Pinellas County across the Skyway Bridge to its terminus in Manatee County where it reconnects with Interstate 75.

- ***Interstate 75*** is a major limited access freeway that follows a general north/south direction through west-central Florida, connecting the Tampa Bay area with Sarasota and Fort Myers to the south and Ocala and Gainesville to the north. I-75 extends from the Pasco/Hillsborough County line where it merges with I-275, which continues through Tampa into Pinellas County and then to Manatee County, where I-275 re-connects with I-75. South of the subject along State Road 54 and State Road 65 is a full interchange with Interstate 75.

- ***US Highway 41*** is a four to eight lane north/south thoroughfare connecting the subject area with Land O' Lakes to the north and Tampa to the south. 3.0 miles to the west is the junction US Highway 41 and Dale Mabry Highway.

- ***S.R. 56*** is a newer roadway extending from SR 581 westward through Interstate 75 to SR 54 for an approximate distance of 7 miles. There is a full interchange at SR 56 and Interstate 75. This new road and interchange has alleviated traffic congestion along SR 581.

Primary access to the area is provided by the aforementioned roadways, which are major roadways serving the area, as well as providing direct access to surrounding counties and the Tampa Bay area. Overall, vehicular access is good.

Public transportation is provided by Pasco County Public Transportation (PCPT). The local market perceives public transportation as average compared to other areas in the region. However, the primary mode of transportation in this area is the automobile.

The Tampa International Airport is located about 30 miles from the property; travel time is about 35 minutes, depending on traffic conditions. The Downtown Tampa CBD, the economic and cultural center of Pasco County, is approximately 25 miles south of the property.

Demand Generators

The subject neighborhood has historically been an area rapidly transitioning from agricultural to suburban, as during the boom years several new large scale subdivisions and commercial projects went under construction and several more are planned for the area.

This area is complete with homes, shops, offices, churches, recreational facilities, schools and dining facilities. The nearest grocery anchored neighborhood centers to the subject property is located near the intersection of State Road 54 and I-75, 1.5 miles east of the subject property.

These demand generators support the demographic profile described in the following section.

Demographic Factors

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics

2016 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	Pasco County	Florida	United States
Population 2010	2,654	25,885	51,862	464,697	18,801,310	308,745,538
Population 2016	2,999	29,397	59,933	496,514	20,299,288	322,431,073
Population 2021	3,280	32,179	66,053	524,066	21,515,406	334,341,965
Compound % Change 2010-2016	2.1%	2.1%	2.4%	1.1%	1.3%	0.7%
Compound % Change 2016-2021	1.8%	1.8%	2.0%	1.1%	1.2%	0.7%
Households 2010	916	8,937	18,409	189,612	7,420,802	116,716,292
Households 2016	968	9,524	20,123	198,841	7,994,749	122,265,437
Households 2021	1,044	10,277	21,886	208,604	8,476,361	127,049,130
Compound % Change 2010-2016	0.9%	1.1%	1.5%	0.8%	1.2%	0.8%
Compound % Change 2016-2021	1.5%	1.5%	1.7%	1.0%	1.2%	0.8%
Median Household Income 2016	$75,550	$75,557	$72,955	$47,003	$47,912	$55,551
Average Household Size	3.1	3.1	3.0	2.5	2.5	2.6
College Graduate %	32%	31%	35%	21%	27%	29%
Median Age	40	38	38	45	42	38
Owner Occupied %	82%	82%	78%	77%	67%	65%
Renter Occupied %	18%	18%	22%	23%	33%	35%
Median Owner Occupied Housing Value	$189,239	$184,899	$180,892	$128,949	$172,146	$192,432
Median Year Structure Built	1998	2002	2002	1988	1987	1978
Avg. Travel Time to Work in Min.	34	36	35	34	29	28

Source: The Nielsen Company

As shown above, the current population within a three mile radius of the subject is 29,397. Population in the area has grown over the past six years and this trend is expected to continue in the foreseeable

future. Compared to the Pasco County area overall, population of the local area is growing at a faster rate. Income levels in the area are higher than income levels in the Pasco County area as a whole.

The projected population growth in the area combined with the employment base discussed previously, provide the basis of demand for multifamily housing in this area.

Retail and Public Services

Major developments in the area include, The Groves at Wesley Chapel and the Shoppes of Wiregrass. The Groves is a lifestyle center located at I-75 and Wesley Chapel Boulevard and is anchored by Best Buy, Dick's Spotting Goods, Bed Bath and Beyond, Toys R Us, TJ Maxx, Michael's, Pet Smart, and a movie theater.

Another center in the area is the Shoppes of Wiregrass, an outdoor mall anchored by Dillard's, JcPenney's, and Macy's, several big box retailers, and grocery anchored neighborhood shopping centers. Development in the neighborhood also includes, commercial and office uses along the primary roadways with residential subdivisions along the secondary roadways. Historically, the area has been one of the stronger growth areas of Pasco County. New development is primarily located to the in closer proximity to State Road 54 and also along Bruce B. Downs Boulevard.

The Outlet Mall of Cypress Creek is a recently developed project that will have a significant impact on the area. The mall totals 490,940 square feet and was delivered in the 4th Quarter of 2015. It is located at the southwest quadrant of I-75 and State Road 56 and include over 100 premium outlet shops, including Saks Fifth Avenue, Calvin Klein, Coach, Ralph Lauren, and Tommy Hilfiger.

Land Use

In the immediate vicinity of the subject, predominant land uses are a mix of commercial and residential. Other land use characteristics are summarized in the following tables.

Surrounding Area Land Uses	
Character of Area	Suburban
Predominant Housing Age	1 - 30 years
Predominant Quality and Condition	Average
Approximate Percent Developed	60%
Percent Developed by Land use	Good
Infrastructure/Planning	South/East
Prevailing Direction of Growth	Suburban

Subject's Immediate Surroundings	
North	Vacant Land
South	The Groves shopping center
East	The Groves shopping center
West	Faith Baptist Church

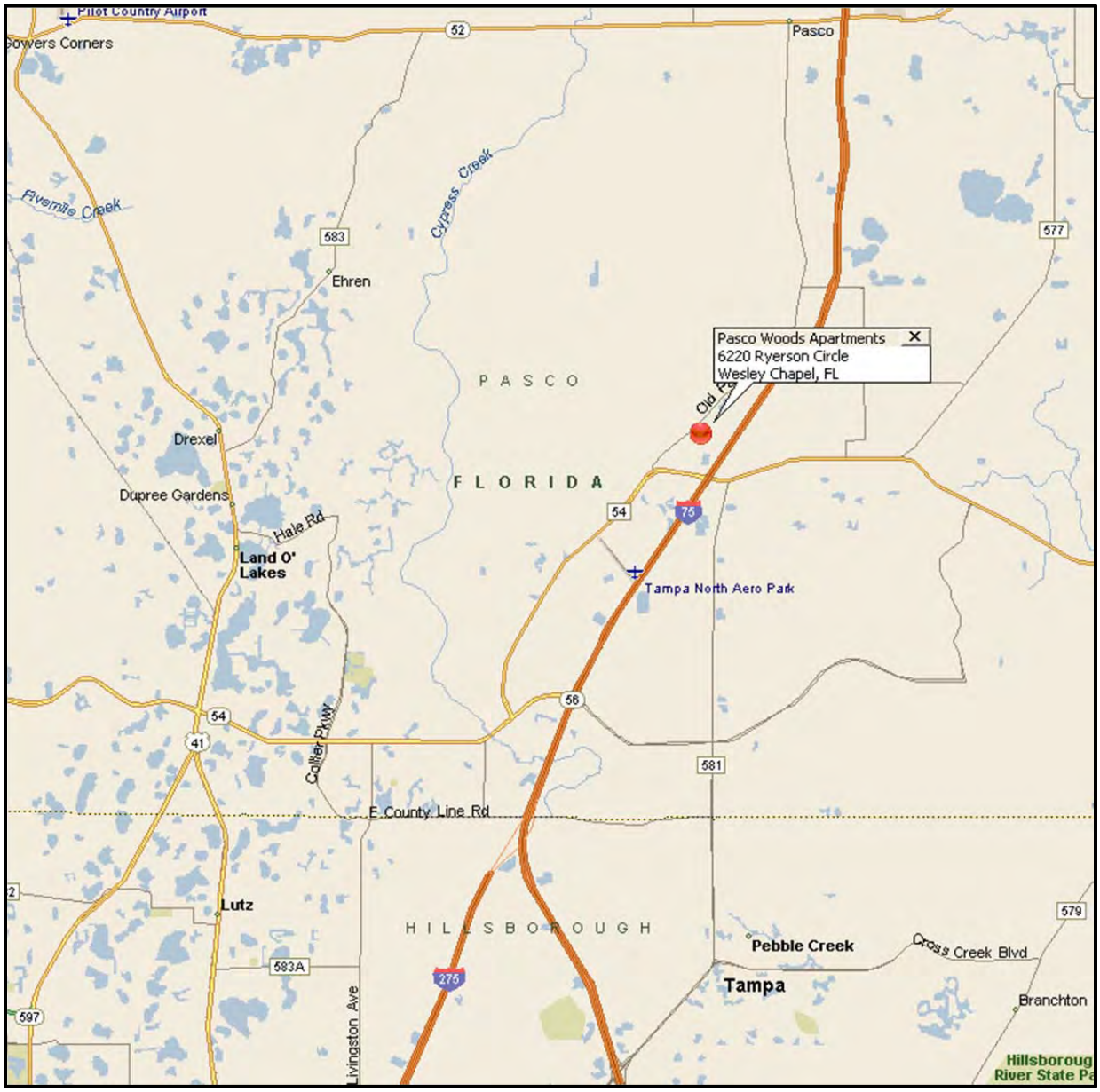
Outlook and Conclusions

The area is in the growth stage of its life cycle. Given the history of the area and the growth trends, it is anticipated that property values will increase in the near future.

In comparison to other areas in the region, the area is rated as follows:

Surrounding Area Attribute Ratings	
Highway Access	Above Average
Demand Generators	Average
Convenience to Support Services	Average
Convenience to Public Transportation	Average
Employment Stability	Average
Police and Fire Protection	Average
Property Compatibility	Average
General Appearance of Properties	Average
Appeal to Market	Average
Barriers to Competitive Entry	Below Average
Price/Value Trend	Average

Surrounding Area Map



Multifamily Market Analysis

Metro Area Overview

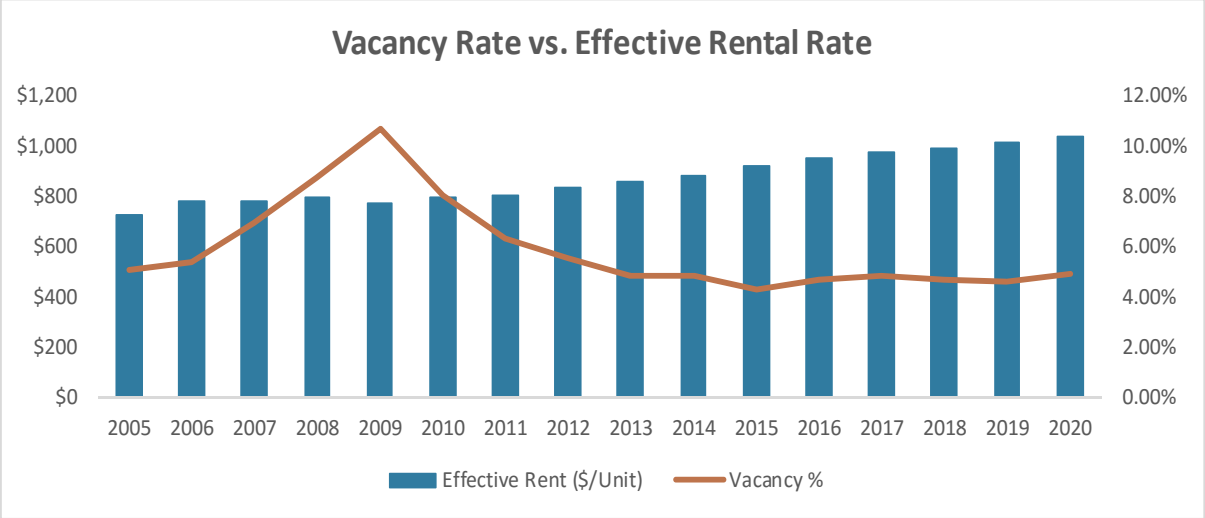
The subject is located in the Tampa-St. Petersburg metro area as defined by REIS. Supply and demand indicators, including inventory levels, absorption, vacancy, and rental rates for all classes of space are presented below.

Tampa-St. Petersburg Multifamily Market Trends and Forecasts

Year	Inventory (Units)	Occupied (Units)	Vacancy (Units)	Completions (Units)	Absorption (Units)	Vacancy %	Effective Rent ($/Unit)	Effective Rental Rate (% Change)	Gross Revenue ($/Unit)
2005	148,615	141,014	7,601	905	-6,639	5.10%	$727	4.0%	$733
2006	143,046	135,346	7,700	2,608	-5,668	5.40%	$778	7.0%	$776
2007	146,169	136,038	10,131	662	692	6.90%	$782	0.6%	$771
2008	148,693	135,684	13,009	2,646	-354	8.70%	$792	1.2%	$768
2009	150,295	134,152	16,143	1,814	-1,532	10.70%	$774	-2.2%	$739
2010	152,574	140,399	12,175	2,279	6,247	8.00%	$793	2.4%	$774
2011	153,458	143,801	9,657	838	3,402	6.30%	$803	1.2%	$796
2012	155,224	146,649	8,575	1,766	2,848	5.50%	$835	4.0%	$828
2013	156,839	149,285	7,555	1,615	2,636	4.80%	$857	2.7%	$853
2014	160,338	152,624	7,714	3,499	3,339	4.80%	$882	2.9%	$876
2015	162,543	155,481	7,062	2,205	2,857	4.30%	$920	4.3%	$915
2016	165,720	157,863	7,857	3,177	2,382	4.70%	$948	3.1%	$940
2017	167,886	159,764	8,122	2,166	1,901	4.80%	$971	2.4%	$965
2018	168,858	160,914	7,944	972	1,150	4.70%	$991	2.1%	$987
2019	169,551	161,670	7,881	693	756	4.60%	$1,013	2.2%	$1,010
2020	171,196	162,731	8,465	1,645	1,061	4.90%	$1,036	2.3%	$1,030
2005 - 2015 Average	152,527	142,770	9,757	1,894	712	6.41%	$813	2.6%	$803

Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved. Compiled by Integra Realty Resources, Inc.

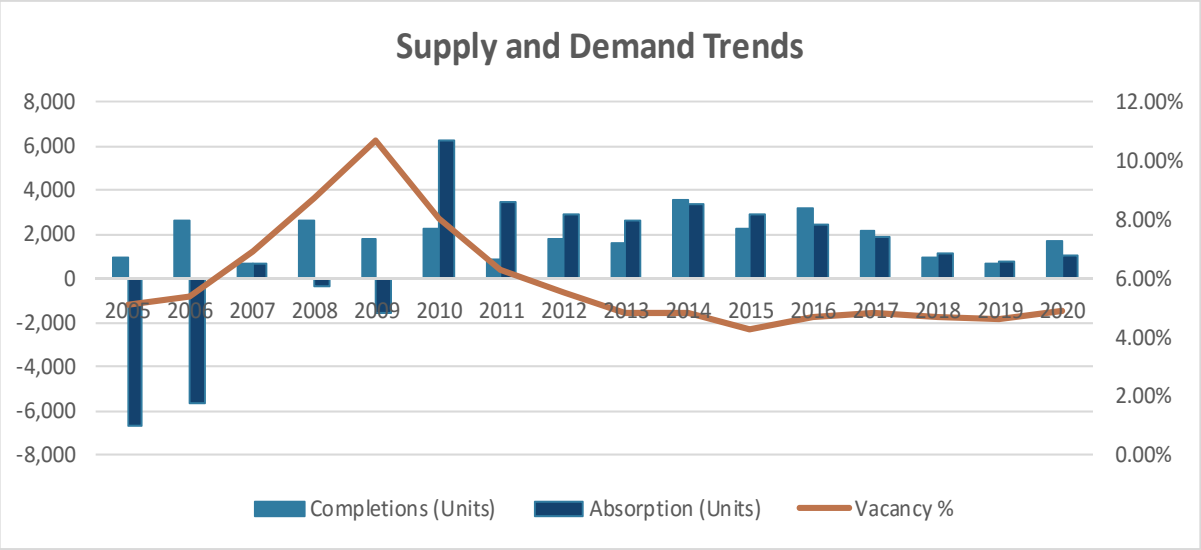
Market Trends Key Takeaways



Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved.

- The current vacancy rate in the metro area is 4.30%; the vacancy rate has decreased by 3.70% over the past 5 years.

- Effective rent averages $920/Unit in the metro area, and future rent values are expected to increase by 12.61% over the next 5 years to $1,036/Unit.
- 5 year forecasts project a 4.90% vacancy rate in the metro area, representing an increase of 0.60% over the next 5 years.



Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved.

- Over the past 5 years, the inventory in the metro area has increased by 6.53% while the occupied stock has increased by 10.74%.
- Over the past 5 years, completions have averaged 2,034 Units annually and reached a peak of 3,499 Units in 2014.
- In a 5 year period, absorption figures reached a peak of 6,247 Units in 2010 and a low of 2,636 Units in 2013.

Class B/C Multifamily Market

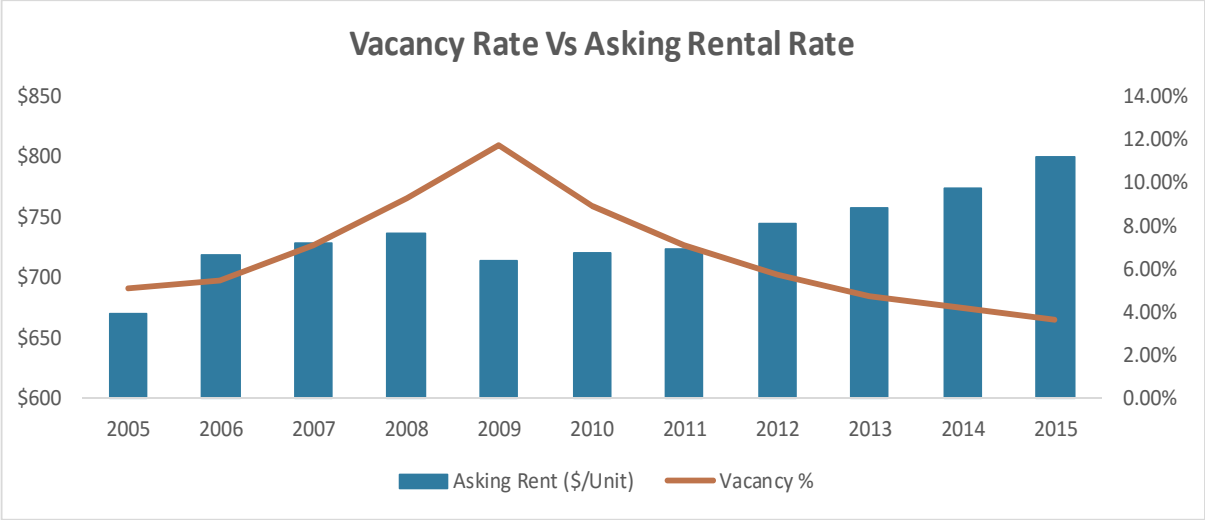
The subject is a Class B property as defined by REIS. Supply and demand indicators, including inventory levels, absorption, vacancy, and rental rates for all Class B/C space in the Tampa-St. Petersburg metro area are presented below.

Tampa-St. Petersburg Multifamily Class B/C Market Trends

Year	Inventory (Units)	Occupied (Units)	Vacancy (Units)	Completions (Units)	Absorption (Units)	Vacancy %	Asking Rent ($/Unit)	Asking Rental Rate (% Change)	Gross Revenue ($/Unit)
2005	92,302	87,623	4,679	0	-1,781	5.10%	$670	3.9%	$636
2006	89,025	84,163	4,862	0	-3,460	5.50%	$719	7.3%	$680
2007	89,554	83,155	6,399	78	-1,008	7.10%	$728	1.3%	$676
2008	89,432	81,097	8,335	0	-2,058	9.30%	$736	1.1%	$667
2009	89,341	78,925	10,416	121	-2,172	11.70%	$714	-3.0%	$631
2010	89,759	81,747	8,012	418	2,822	8.90%	$720	0.8%	$656
2011	89,759	83,403	6,356	0	1,656	7.10%	$724	0.6%	$673
2012	89,759	84,649	5,110	0	1,246	5.70%	$744	2.8%	$702
2013	89,759	85,516	4,243	0	867	4.70%	$758	1.9%	$722
2014	89,759	85,976	3,783	0	460	4.20%	$774	2.1%	$741
2015	89,759	86,544	3,215	0	568	3.60%	$800	3.4%	$771
2005 - 2015 Average	89,837	83,891	5,946	56	-260	6.63%	$735	2.0%	$687

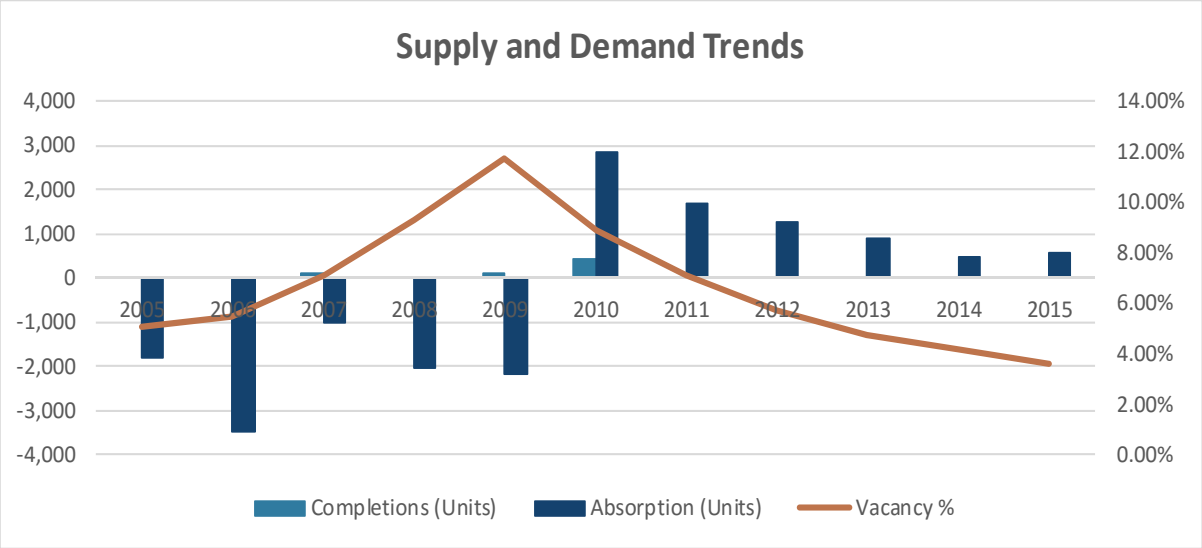
Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved. Compiled by Integra Realty Resources, Inc.

Multifamily Class B/C Market Key Takeaways



Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved.

- The current vacancy rate for Class B/C properties in the metro area is 3.60%; the vacancy rate has decreased by 5.30% over the past 5 years.
- Asking rent currently averages $800/Unit and has increased by 11.11% over the past 5 years.



Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved.

- Over the past 5 years, Class B/C metro area inventory has remained constant while the occupied stock has increased by 5.87%.
- Over the past 5 years, completions have averaged 70 Units annually and reached a peak of 418 Units in 2010.
- In a 5 year period, absorption figures reached a peak of 2,822 Units in 2010 and a low of 460 Units in 2014.
- Gross revenue for Class B/C properties in the metro area averaged $711/Unit and has increased by 17.63% over the past 5 years.

Submarket Analysis

The subject is located in the Pasco County submarket. In order to evaluate the market appeal of the subject's submarket in comparison to others in the Tampa-St. Petersburg metro area, we compare key supply and demand indicators for all classes of space in the table below.

Tampa-St. Petersburg Multifamily Submarket Comparison						
Submarket	Inventory (Buildings)	Inventory (Units)	Asking Rent ($/Unit)	Vacancy (%)	Free Rent (mos)	Expenses (%)
Pinellas Beaches	31	7,285	$836	6.80%	0.40	45.40%
Central St. Pete	24	3,247	$851	8.50%	0.58	47.20%
North St. Pete	36	11,205	$976	4.70%	0.44	44.10%
Largo	27	6,290	$838	2.20%	0.07	44.90%
Clearwater	43	8,992	$923	4.50%	0.38	45.10%
Pinellas Park	29	6,007	$882	3.90%	0.16	43.60%
North Pinellas	30	7,021	$988	1.50%	0.49	42.40%
North Hillsborough	60	21,062	$1,029	3.30%	0.62	43.10%
University North	80	17,081	$801	2.30%	0.64	43.80%
Westshore	44	12,167	$1,003	3.20%	0.50	42.80%
Sulphur Springs	41	9,365	$871	1.80%	0.40	43.60%
University South	35	6,347	$790	5.20%	0.33	44.10%
Temple Terrace	28	5,316	$782	5.60%	0.44	44.20%
Central Tampa	56	11,177	$1,259	9.20%	0.67	44.30%
Brandon/Plant City	67	16,585	$1,097	5.80%	0.31	42.90%
MacDill AFB	33	5,576	$1,095	3.10%	0.17	43.80%
Pasco County	38	7,820	$850	5.70%	0.74	43.50%
Market Averages/Totals	702	162,543	$934	4.55%	0.43	44.05%

Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved.

Pasco County Submarket Snapshot

- The submarket contains 5.41% of the metro building inventory and 4.81% of the metro unit inventory.
- The submarket's asking rent is $850/Unit which is less than the metro average of $934/Unit.
- The submarket's vacancy rate is 5.70% which is greater than the metro average of 4.55%.
- Expenses average 43.50% in the submarket compared to 44.05% for the overall metro area.
- Average free rent in the subject property's submarket is greater than the free rent for the metro area.

In comparison to other submarkets in the region, the Pasco County submarket is rated as follows:

Submarket Attribute Ratings	
Market Size/Stature	Above Average
Market Demand	Increasing
Vacancy Trends	Decreasing
Threat of New Supply	Average
Rental Trends	Stable

Submarket Overview

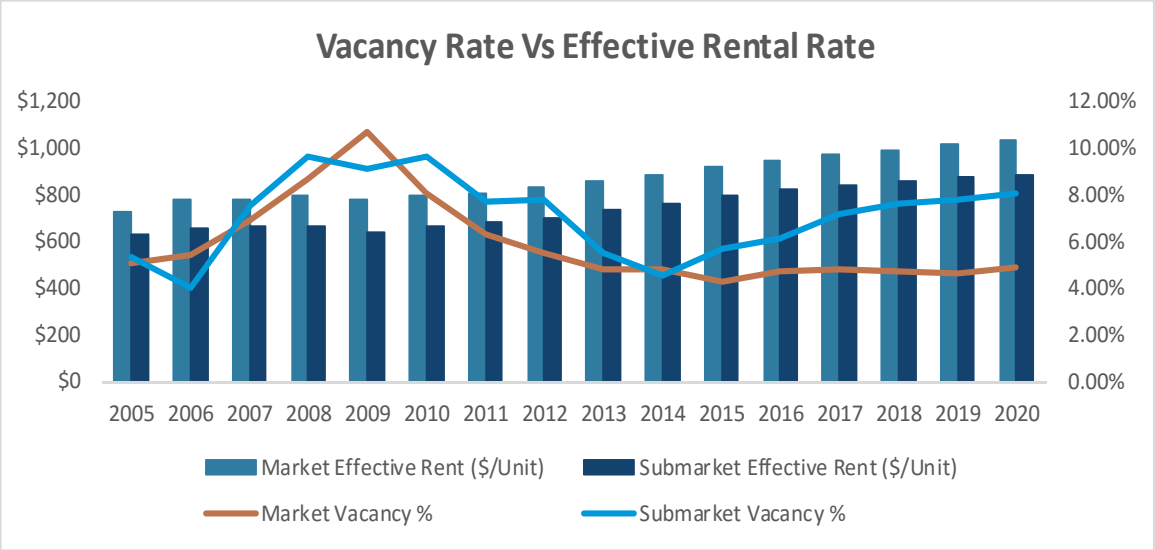
Supply and demand indicators for all classes of space in the Pasco County submarket are displayed in the table below.

Pasco County Multifamily Submarket Trends and Forecasts

Year	Inventory (Units)	Occupied (Units)	Vacancy (Units)	Completions (Units)	Absorption (Units)	Vacancy %	Effective Rent ($/Unit)	Effective Rental Rate (% Change)	Gross Revenue ($/Unit)
2005	4,588	4,345	243	286	215	5.30%	$631	4.6%	$626
2006	5,378	5,163	215	1,046	818	4.00%	$655	3.8%	$661
2007	5,732	5,302	430	354	139	7.50%	$661	0.9%	$646
2008	6,248	5,648	600	516	346	9.60%	$660	-0.2%	$636
2009	6,248	5,679	569	0	31	9.10%	$635	-3.8%	$624
2010	6,907	6,244	663	659	565	9.60%	$667	5.0%	$649
2011	6,953	6,418	535	0	174	7.70%	$678	1.7%	$672
2012	7,253	6,687	566	300	269	7.80%	$703	3.7%	$695
2013	7,511	7,098	413	258	411	5.50%	$734	4.5%	$741
2014	7,556	7,216	340	45	118	4.50%	$763	3.9%	$775
2015	7,820	7,374	446	264	158	5.70%	$798	4.6%	$801
2016	8,131	7,634	497	311	260	6.10%	$824	3.3%	$826
2017	8,583	7,969	614	452	335	7.20%	$843	2.3%	$841
2018	8,743	8,082	661	160	113	7.60%	$858	1.8%	$850
2019	8,899	8,209	690	156	127	7.80%	$871	1.6%	$860
2020	9,035	8,310	725	136	101	8.00%	$883	1.4%	$869
2005 - 2015 Average	6,563	6,107	456	339	295	6.94%	$690	2.6%	$684

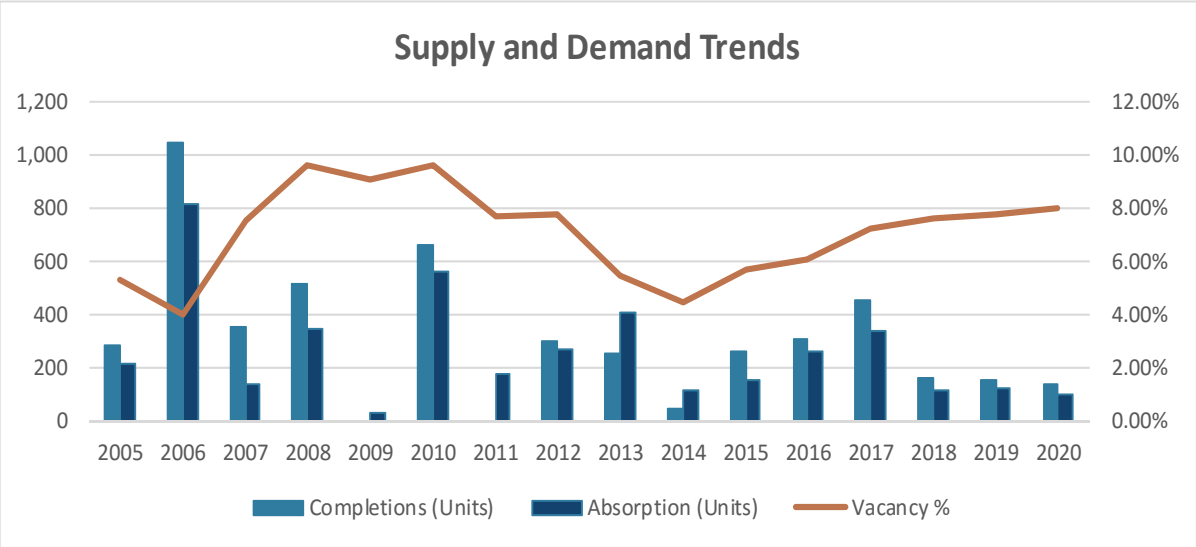
Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved. Compiled by Integra Realty Resources, Inc.

Pasco County Submarket Multifamily Trends and Forecasts Key Takeaways



Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved.

- The current vacancy rate in the submarket is 5.70%; the vacancy rate has decreased by 3.90% over the past 5 years.
- 5 year forecasts project a 8.00% vacancy rate in the submarket, representing an increase of 2.30% over the next 5 years.
- Effective rent averages $798/Unit in the submarket, and future rent values are expected to increase by 10.65% over the next 5 years to $883/Unit.



Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved.

- Current inventory level of 7,820 units is expected to increase by 15.54% over the next 5 years.
- Over the past 5 years, the inventory in the submarket has increased by 13.22% while the occupied stock has increased by 18.10%.
- Over the past 5 years, completions have averaged 254 Units annually and reached a peak of 659 Units in 2010.
- In a 5 year period, absorption figures reached a peak of 565 Units in 2010 and a low of 118 Units in 2014.

Pasco County Submarket Class B/C Trends

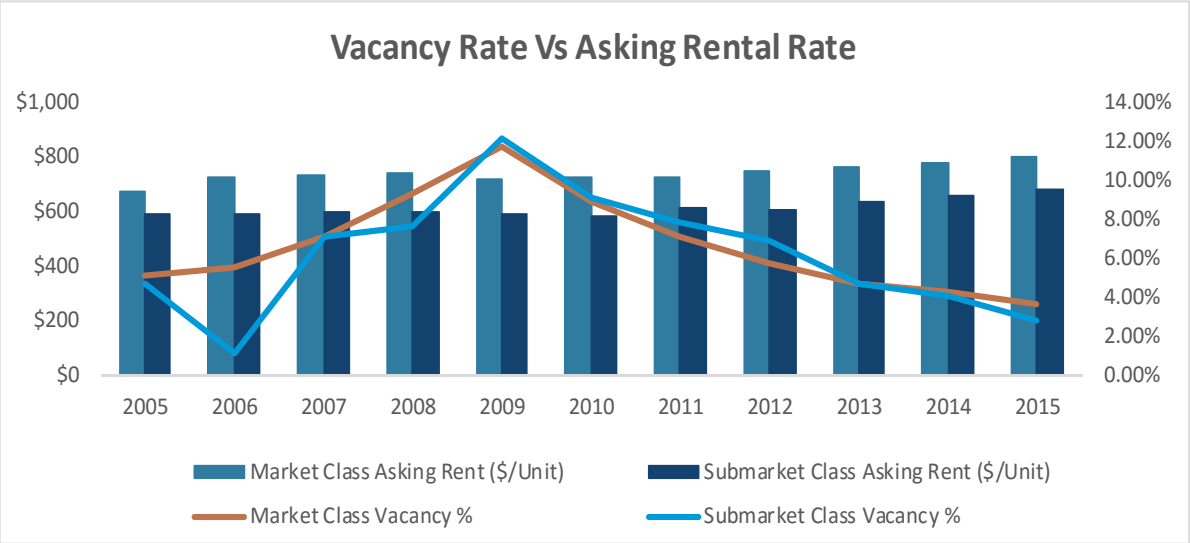
Supply and demand indicators, including inventory levels, absorption, vacancy, and rental rates for Class B/C space in the submarket are presented below.

Pasco County Multifamily Class B/C Submarket Trends

Year	Inventory (Units)	Occupied (Units)	Vacancy (Units)	Completions (Units)	Absorption (Units)	Vacancy %	Asking Rent ($/Unit)	Asking Rental Rate (% Change)	Gross Revenue ($/Unit)
2005	3,357	3,199	158	0	-204	4.70%	$586	0.9%	$558
2006	3,101	3,066	35	0	-133	1.10%	$586	0.0%	$579
2007	3,101	2,881	220	0	-185	7.10%	$598	2.0%	$556
2008	3,101	2,864	237	0	-17	7.60%	$596	-0.3%	$550
2009	3,101	2,726	375	0	-138	12.10%	$588	-1.3%	$517
2010	3,101	2,819	282	0	93	9.10%	$584	-0.7%	$531
2011	3,101	2,859	242	0	40	7.80%	$609	4.3%	$561
2012	3,101	2,887	214	0	28	6.90%	$606	-0.5%	$564
2013	3,101	2,956	145	0	69	4.70%	$636	5.0%	$606
2014	3,101	2,978	123	0	22	4.00%	$654	2.8%	$628
2015	3,101	3,013	88	0	35	2.80%	$680	4.0%	$661
2005 - 2015 Average	3,124	2,932	193	0	-35	6.17%	$611	1.5%	$574

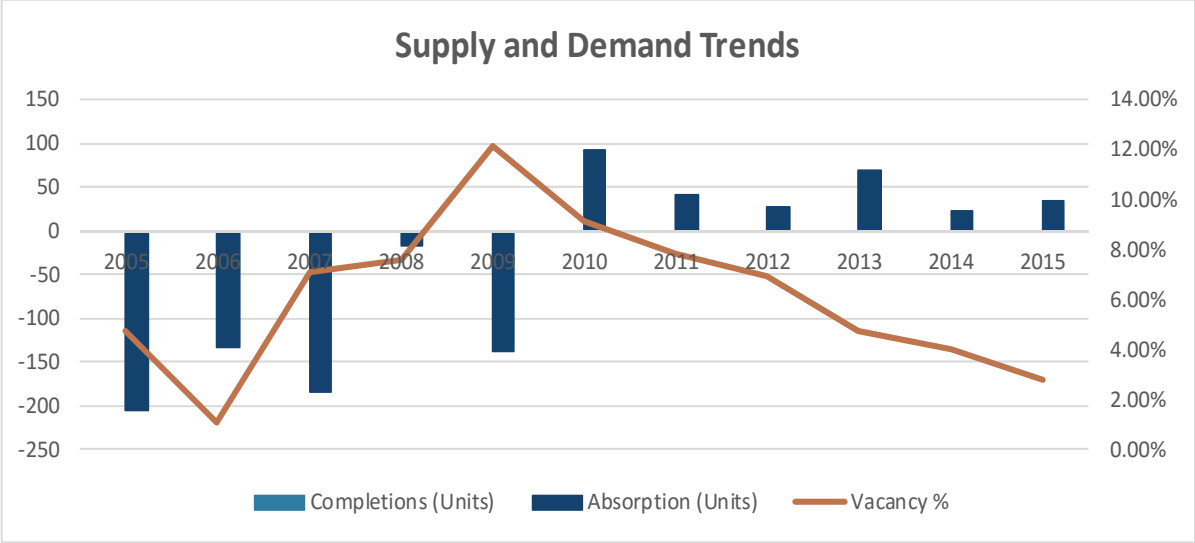
Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved. Compiled by Integra Realty Resources, Inc.

Pasco County Submarket Class B/C Trends Key Takeaways



Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved.

- The current vacancy rate for Class B/C properties in the submarket is 2.80%; the vacancy rate has decreased by 6.30% over the past 5 years.
- Asking rent currently averages $680/Unit and has increased by 16.44% over the past 5 years.



Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved.

- Over the past 5 years, Class B/C inventory in the submarket has remained constant while the occupied stock has increased by 6.88%.
- There have not been any Class B/C completions in the submarket over the past 5 years.
- In a 5 year period, absorption figures reached a peak of 93 Units in 2010 and a low of 22 Units in 2014.

- Gross revenue for Class B/C properties in the submarket averaged $592/Unit and has increased by 24.45% over the past 5 years.

New and Proposed Construction

The following table summarizes properties that are under construction, planned, and/or proposed in the subject's metro area.

Tampa-St. Petersburg Multifamily Construction by Phase and Subtype

Multifamily Subproperty	Under Construction		Planned Construction		Proposed Construction	
Type	Properties	Units	Properties	Units	Properties	Units
Apartment	19	5,068	13	2,976	20	4,974
Condominiums	4	165	6	1,704	4	498
Subsidized/Low Income	2	266	2	143	1	120
Townhomes	2	130	1	28	5	382
Other	0	0	0	0	0	0
N/A	0	0	0	0	1	1,427
Totals	27	5,629	22	4,851	31	7,401

Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved.

Multifamily Market Construction Key Takeaways

- There are 27 properties under construction, 22 properties in the planned construction phase, and 31 properties in the proposed construction phase in the metro area.
- Apartment properties are the most prevalent of the 27 properties categorized within the under construction phase.
- Apartment properties are the most prevalent of the 22 properties categorized within the planned construction phase.
- Apartment properties are the most prevalent of the 31 properties categorized within the proposed construction phase.
- Of the 5,629 units under construction, 90.0% are Apartment properties, 2.9% are Condominium properties, and 2.3% are Townhome properties.
- Of the 4,851 units planned for construction, 61.3% are Apartment properties, 35.1% are Condominium properties, and 0.6% are Townhome properties.
- Of the 7,401 units planned for construction, 67.2% are Apartment properties, 1.6% are Condominium properties, and 0.0% are Townhome properties.

The following table summarizes properties that are under construction, planned, and/or proposed in the subject's submarket.

Pasco County Submarket Construction by Phase and Subtype						
Multifamily Subproperty	Under Construction		Planned Construction		Proposed Construction	
Type	Properties	Units	Properties	Units	Properties	Units
Apartment	2	633	2	820	2	790
Condominiums	0	0	0	0	0	0
Subsidized/Low Income	0	0	0	0	0	0
Townhomes	0	0	0	0	1	200
Other	0	0	0	0	0	0
N/A	0	0	0	0	0	0
Totals	2	633	2	820	3	990

Source: ©Reis Services, LLC 2016. Reprinted with the permission of Reis Services, LLC. All rights reserved.

Multifamily Market Outlook and Conclusions

Relevant vacancy rate indications are summarized as follows:

Vacancy Rate Indications	
Market Segment	Vacancy Rates
Tampa-St. Petersburg Metro Area	6.41%
Tampa-St. Petersburg Class B/C Metro Area	6.63%
Pasco County Submarket Area	6.94%
Pasco County Submarket Class B/C Area	6.17%
Subject Property - Current	1.00%

Based on the key metro and submarket area trends, construction outlook, and the performance of competing properties, IRR expects the mix of property fundamentals and economic conditions in the Tampa-St. Petersburg metro area to have a positive impact on the subject property's performance in the near-term.

Property Analysis

Land Description and Analysis

Location

The property is located on the east side of Oakley Boulevard approximately 0.7 mile north of its intersection with Wesley Chapel Boulevard.

Land Area

The following table summarizes the subject's land area.

Land Area Summary

Tax ID	SF	Acres
06-26-20-0000-00400-0033	658,192	15.11

Source: Public Records

Shape and Dimensions

The site is irregular in shape, with dimensions of approximately 480 feet in width and 1,100 feet in depth. Site utility based on shape and dimensions is average.

Topography

The site is generally level and at street grade. The topography does not result in any particular development limitations.

Drainage

No particular drainage problems were observed or disclosed at the time of field inspection. This appraisal assumes that surface water collection, both on-site and in public streets adjacent to the subject, is adequate.

Flood Hazard Status

The following table provides flood hazard information.

Flood Hazard Status	
Community Panel Number	12101C0426F
Date	September 26, 2014
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No

According to FEMA Flood Insurance Rate Map #12101C0426F , dated September 26, 2014 , part of the site is located in Zone X, designated as an area Outside of 500-year floodplain. It appears that flood insurance will not be required.

Environmental Hazards

An environmental assessment report was not provided for review, and during our inspection, we did not observe any obvious signs of contamination on or near the subject. However, environmental issues are beyond our scope of expertise. It is assumed that the property is not adversely affected by environmental hazards.

Ground Stability

A soils report was not provided for our review. Based on our inspection of the subject and observation of development on nearby sites, there are no apparent ground stability problems. However, we are not experts in soils analysis. We assume that the subject's soil bearing capacity is sufficient to support the existing improvements.

Streets, Access and Frontage

Details pertaining to street access and frontage are provided in the following table.

Streets, Access and Frontage	
Street	Oakley Boulevard
Frontage Feet	199
Paving	Asphalt
Curbs	No
Sidewalks	Yes
Lanes	2 way, 1 lane each way
Direction of Traffic	North/South
Condition	Average
Traffic Levels	Moderate
Signals/Traffic Control	None
Access/Curb Cuts	One
Visibility	Average

Utilities

The availability of utilities to the subject is summarized in the following table.

Utilities	
Service	Provider
Water	Pasco County
Sewer	Pasco County
Electricity	WREC
Natural Gas	TECO Peoples Gas
Local Phone	Brighthouse, Frontier

Zoning

The subject is zoned MF-2, Multiple-Family High Density District, by the Pasco County. The following table summarizes our understanding and interpretation of the zoning requirements that affect the subject.

Zoning Summary	
Zoning Jurisdiction	Pasco County
Zoning Designation	MF-2
Description	Multiple-Family High Density District
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Purpose	To provide for high density multiple-family residential areas with adequate open areas where it is desirable to encourage such type of development. Because of the higher than average concentrations of persons and vehicles, this district is situated where it can properly be served by public and commercial services and have convenient access to thoroughfares and collector streets. Site area requirements reflect the relative need for open space of the various types of residences based on expected density of use
Category	Zoning Requirement
Minimum Lot Area	20,000
Minimum Street Frontage (Feet)	N/A
Minimum Lot Width (Feet)	125 feet
Minimum Lot Depth (Feet)	125 feet
Minimum Setbacks (Feet)	15 to 20 feet
Maximum Building Height	45 feet
Maximum Bldg Coverage	0.55
Maximum Density	18 Units per Acre
Maximum Floor Area Ratio	None
Parking Requirement	Studio: 1 space/unit; 1, 2, or 3 bedroom: 2 spaces/unit; 4 or more bedrooms: 3.0 spaces/unit

Source: Pasco County

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance is required.

Other Land Use Regulations

We are not aware of any other land use regulations that would affect the property.

Potential Development Density

If the site were vacant, a multifamily development of 272 units could be constructed based on the maximum density of 18 units per acre allowed by the current zoning regulations. Multifamily sites in the area are generally developed to densities ranging from 10 to 15 units per acre. Therefore, it appears that the development potential of the site as if vacant would be approximately 225 units. This compares to the subject's actual development of 200 units.

Rent Control Regulations

The property is restricted by the Housing Credit, Tax Exempt Bond and SAIL programs. The property has 100% of its units set-aside for households earning 60% or less of the Area Median Income (AMI). A copy of the subject's Land Use Restriction Agreement (LURA) was not provided.

Easements, Encroachments and Restrictions

We were not provided a current title report to review. We are not aware of any easements, encroachments, or restrictions that would adversely affect value. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Conclusion of Site Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include multifamily and a variety of uses that support residential development. We are not aware of any other particular restrictions on development.

Aerial

Ryerson Cir
Pasco Woods apartments
Faith Baptist Church
Ryerson Cir
Orange Quarter Ln
Orange Quarter Ln
Orange Quarter Ln
Wesley Grove Blvd
Dollar Tree

Improvements Description and Analysis

Overview

The subject is an existing multifamily property containing 200 dwelling units. The improvements were constructed in 2000 and are 99% leased as of the effective appraisal date. The site area is 15.11 acres or 658,192 square feet. The property has 100% of its units set-aside for households earning 60% or less of the Area Median Income (AMI). The following description is based on our inspection of the property, information provided by ownership, and a review of the public records and other third party data.

Improvements Description			
	Overall Property	Residential Buildings	Clubhouse
Name of Property	Pasco Woods Apartments	Pasco Woods Apartments	Pasco Woods Apartments
General Property Type	Multifamily	Apartment	Apartment
Property Sub Type	LIHTC	LIHTC	LIHTC
Competitive Property Class	B	B	B
Occupancy Type	Multi-Tenant	Multi-Tenant	Multi-Tenant
Percent Leased	99%	–	N/A
Number of Buildings	18	17	1
Stories	2	2	1
MVS Construction Class	C	C	C
Construction Type	Masonry	Masonry	Masonry
Construction Quality	Average	Average	Average
Condition	Average	Average	Average
Number of Units	200	200	0
Units per Acre (Density)	13.2	–	–
Gross Building Area (SF)	240,788	238,768	2,020
Rentable Floor Area (SF)	238,768	238,768	–
Land Area (SF)	658,192	–	–
Floor Area Ratio (RFA/Land SF)	0.36	–	–
Floor Area Ratio (GBA/Land SF)	0.37	–	–
Building Area Source	Owner	Owner	Public Records
Year Built	2000	2000	2000
Year Renovated	N/A	N/A	N/A
Actual Age (Yrs.)	16	16	16
Estimated Effective Age (Yrs.)	15	15	15
Estimated Economic Life (Yrs.)	55	55	55
Remaining Economic Life (Yrs.)	40	40	40
Number of Parking Spaces	301	–	–
Source of Parking Count	Offering Memorandom	–	–
Parking Type	Surface	–	–
Parking Spaces/Unit	1.5	–	–
Landscaping	Minimal	–	–
Special Features	N/A	–	–

Construction Details	
Foundation	Concrete Slab
Basement	No
Structural Frame	Concrete Block
Exterior Walls	Stucco
Windows	Single-hung aluminum
Roof	Shingles
HVAC	Heat Pump
Heating	Central HVAC
Air Conditioning	Central HVAC
Hot Water	Electric
Utility Meters - Tenants	In-Unit Electric, Cable, Internet
Utility Meters - Central	Water, Sewer and Common Area Electric
Elevators	No
Sprinklers	None
Security	None
Unit Description	
Entry Type	Exterior
Interior Walls	Drywall
Floor Cover	Carpet and Vinyl Tile
Ceiling Heights	8 Feet
Kitchen Equipment	Range, Refrigerator, Dishwasher, Disposal
Laundry Facilities	Washer/Dryer Hook-Ups
Bathroom Fixtures	Vanity, Tub-Shower, Toilet
Garages	N/A

Unit Mix

The subject's unit mix, set-asides and rentable area are detailed in the following table.

Unit Mix With Set Asides

Unit Type	Set Aside	No. Of Units	Pct of Total	SF/Unit	Total SF
2BR/2BA	60% AMI	100	50.0%	1,068	106,800
3BR/2BA Small	60% AMI	12	6.0%	1,134	13,608
3BR/2BA Large	60% AMI	88	44.0%	1,345	118,360
TOTAL/AVG.		200	100.0%	1,194	238,768

Current occupancy is 99%, which is generally superior to the market.

Unit Features and Project Amenities

Standard unit features and project amenities for this market are shown in the table below, followed by a notation of whether the features and amenities are present at the subject.

Unit Features and Project Amenities			
Unit Features	At Subject	Project Amenities	At Subject
Patios/Balcony	x	Gated Entrance	
Fireplace		Swimming Pool	x
Vaulted Ceilings		Spa/Hot Tub	
Dishwasher	x	Sauna	
Disposal	x	Covered Parking	
Trash Compactor		Garages	
Washer/Dryer Hookup	x	Tennis Court	
Washer/Dryer In Unit		Playground	x
Storage in Unit		Clubhouse/Rec. Bldg.	x
Microwave		Business Center/Library	x
Ceiling Fans	x	Fitness Room	
Walk-in Closets	x	Billiards	
Elevator		Community Room	x
Stainless Appliances		Meeting Rooms	
Granite Countertops		Dog Park	
Wood Floors		Basketball/Volleyball	x
		Laundry Facility	
		Storage	
		Security	
		BBQ/Picnic Area	x
		Car Care Area	
		Wi Fi	
		Cyber Café/Lounge	
		Concierge	
		Rooftop Terrace	
		Theatre	

Improvements Analysis

Quality and Condition

The improvements are of average quality construction and are in average condition. The quality of the subject is considered to be consistent with that of competing properties, and maintenance appears to have been consistent that of competing properties. Overall, the market appeal of the subject is consistent with that of competing properties.

Functional Utility

The improvements appear to be adequately suited to their current use. Our inspection did not reveal any significant items of functional obsolescence.

Deferred Maintenance

There are currently two down units at the property due to a recent kitchen fire. Management is currently in the process of repairing both units. These units represent the only vacant units at the property. No other deferred maintenance is apparent from our inspection, and none is identified based on discussions with management and our inspection.

ADA Compliance

Based on our inspection and information provided, we are not aware of any ADA issues. However, we are not expert in ADA matters, and further study by an appropriately qualified professional would be recommended to assess ADA compliance.

Hazardous Substances

An environmental assessment report was not provided for review and environmental issues are beyond our scope of expertise. No hazardous substances were observed during our inspection of the improvements; however, we are not qualified to detect such substances. Unless otherwise stated, we assume no hazardous conditions exist on or near the subject.

Personal Property

Personal property items that are included in the appraisal are as follows: in-unit appliances, model/leasing office furniture and equipment and maintenance tools/equipment.

Conclusion of Improvements Analysis

In comparison to other competitive properties in the region, the subject improvements are rated as follows:

Improvements Ratings	
Design and Appearance	Average
Age/Condition	Average
Room Sizes and Layouts	Average
Bathrooms	Average
Kitchens	Average
Landscaping	Average
Garages	N/A
Unit Features	Average
Project Amenities	Average

Overall, the quality, condition, and functional utility of the improvements are average for their age and location.

Clubhouse
(Photo Taken on April 19, 2016)

Clubhouse Interior
(Photo Taken on April 19, 2016)

Pool area
(Photo Taken on April 19, 2016)

Typical Building Front Elevation
(Photo Taken on April 19, 2016)

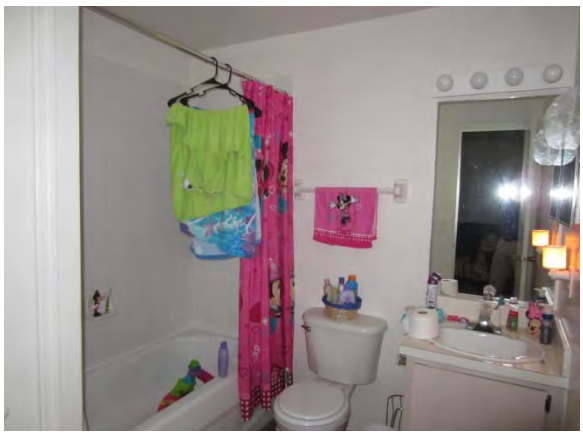
Typical Building Front Elevation
(Photo Taken on April 19, 2016)

Typical Building Back Elevation
(Photo Taken on April 19, 2016)

Typical Living Room
(Photo Taken on April 19, 2016)

2-Bedroom Kitchen
(Photo Taken on April 19, 2016)

3-Bedroom Kitchen
(Photo Taken on April 19, 2016)

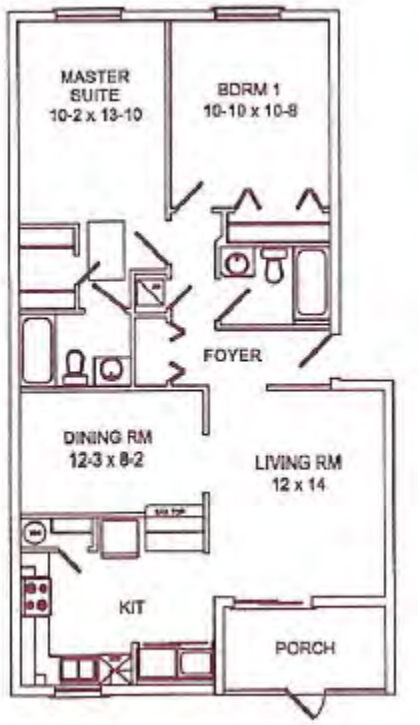


Typical Bathroom
(Photo Taken on April 19, 2016)

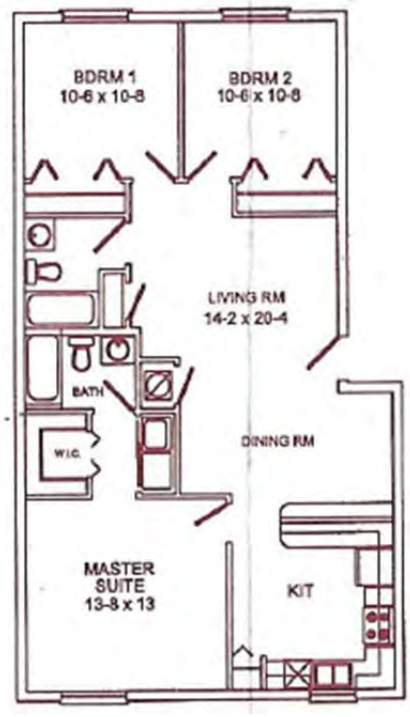
Typical Bedroom
(Photo Taken on April 19, 2016)

Fire Damaged Unit
(Photo Taken on April 19, 2016)

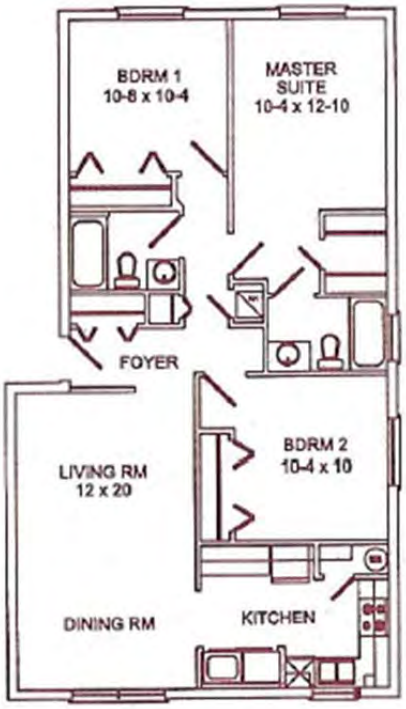
Floor Plan – Two-Bedroom/Two-Bath



Floor Plan – Three-Bedroom/Two-Bath



Floor Plan – Three-Bedroom/Two-Bath



Real Estate Taxes

Real estate tax assessments are administered by the Pasco County Property Appraiser's Office and represent ad valorem taxes, meaning a tax applied in proportion to value as well as an additional non-ad valorem tax in some instances.

Taxes in Pasco County are due March 31st annually. However, if taxes are paid by November 30th, a discount is applied to the total tax liability. The discount drops 1% every month after that until they are due. For this reason, at any time the total amount of taxes paid may differ from the total tax liability.

Real estate taxes and assessments for the current tax year are shown in the following table.

Taxes and Assessments - 2015

	Assessed Value			Taxes and Assessments			
Tax ID	Land	Improvements	Total	Tax Rate	Ad Valorem Taxes	Direct Assessments	Total
06-26-20-0000-00400-0033	N/A	$6,512,482	$6,512,482	17.1026	$111,380	$6,236	$117,616

Estimated Taxes as a Market Property

In order to estimate an assessment for the subject as a market rental property, we have analyzed the assessments of similar properties. We considered the market rent comparables used within this report.

Tax Comparables

No.	Property Name	Number of Units	Total Assessed Value	Assessed Value/Unit	Total Taxes	Taxes/Unit
1	Seneca at Cypress Creek	451	$52,967,842	$117,445	$905,888	$2,009
2	Delano at Cypress Creek	288	$25,034,486	$86,925	$418,934	$1,455
3	Colonial Grand at Seven Oaks	318	$25,765,064	$81,022	$439,202	$1,381
4	Enclave at Wiregrass	312	$32,075,671	$102,807	$548,577	$1,758
Average		342	$33,960,766	$99,228	$578,150	$1,689
Subject	Pasco Woods Apartments	200	$6,512,482	$32,562	$117,616	$588

Tax assessments for comparable properties range from $81,022 to $117,445 per unit and average $99,228. The total taxes for the comparable properties range from $1,381 to $2,009 per unit, and average $1,689 per unit.

In Florida, real estate tax increases are capped at 10% annually for commercial properties. The one exception is if a property is sold in the previous tax year. The assessed value is allowed to reflect full market value in the tax year following a sale. The exhibit above indicates a range of assessments following a sale of 70% to 89% of the sale price with an average of 78%.

Tax Sale Comparables										
No.	Property Name	County	Year Built	No. of Units	Sale Year	Sale Year Assessment	Sale Price	Following Year Assessment	Assessment/ Sale Price	% Increase in Assessment After Sale
1	Willow Lake	Pasco	1986	144	2014	$5,465,788	$11,100,000	$9,368,545	84%	71%
2	Altis at Grand Cypress	Pasco	2012	304	2014	$23,995,747	$47,280,000	$33,103,956	70%	38%
3	Enclave at Wiregrass	Pasco	2005	312	2014	$22,309,441	$36,100,000	$32,075,671	89%	44%
4	Townview Apartments	Pasco	1986	46	2014	$1,393,074	$2,100,000	$1,585,181	75%	14%
5	Key Vista	Pasco	1972	244	2014	$6,291,030	$12,300,000	$8,856,682	72%	41%
Average/Total			1992	210	2014	$11,891,016	$21,776,000	$16,998,007	78%	42%

Since we are valuing the subject in exchange, we have assumed a sale of the property at our appraised value. We have reconciled a ratio of 75.0% for the subject property. This results in an estimated assessment of $91,875 per unit and total net taxes per unit of $1,538. The resulting tax estimate is shown below, including personal property.

Tax Estimate - As A Market Property Market			
	Total	Per Unit	Per SF
Market Value	$24,500,000	$122,500	$102.61
Assessment Ratio	75%		
Estimated Assessment	$18,375,000	$91,875	$76.96
Tax Rate	17.102600		
Estimated Ad Valorem Taxes	$314,260	$1,571	$1.32
Non Advolorem Taxes	$6,236	$31	$0.03
Total Taxes	$320,496	$1,602	$1.34
Early Payment Discount	4.0%		
Net Real Estate Taxes	$307,676	$1,538	$1.29
Personal Property Taxes	$20	$0	$0.00
Total Real Estate Taxes	$307,696	$1,538	$1.29

Estimated Taxes as a Restricted Property

In order to estimate an assessment for the subject as a restricted property, we have analyzed the assessments of similar properties. We considered the following restricted rent comparables located in Pasco County.

Tax Comparables - Restricted						
No.	Property Name	Units	Total Assessed Value	Assessed Value/Unit	Total Taxes	Taxes/Unit
1	Grand Reserve at Zephyrhills	160	$3,800,567	$23,754	$82,278	$514
2	Arbours at Ft. King	340	$2,927,684	$8,611	$63,381	$186
3	Weston Oaks Apartments	336	$4,748,943	$14,134	$81,219	$242
Average		279	$3,825,731	$15,499	$75,626	$314

Tax assessments for comparable properties range from $8,611 to $23,754 per unit with an average of $15,499 per unit. The total taxes for the comparable properties range from $186 to $514 per unit, with an average of $314 per unit.

We have also considered the potential for the property to be reassessed if sold at the concluded market value as restricted. Since we are valuing the subject in exchange, we have assumed a sale of the property at our appraised value. Based on recent sales in the market, we have reconciled at a ratio of 75.0% for the subject property. This results in an estimated assessment of $57,563 per unit and total taxes of $975 per unit, including personal property. The tax estimate is shown below.

Tax Estimate - Restricted

	Total	Per Unit	Per SF
Market Value	$15,350,000	$76,750	$64.29
Assessment Ratio	75%		
Estimated Assessment	$11,512,500	$57,563	$48.22
Tax Rate	17.102600		
Estimated Ad Valorem Taxes	$196,894	$984	$0.82
Non Advolorem Taxes	$6,236	$31	$0.03
Total Taxes	$203,130	$1,016	$0.85
Early Payment Discount	4.0%		
Net Real Estate Taxes	$195,004	$975	$0.82
Personal Property Taxes	$20	$0	$0.00
Total Real Estate Taxes	$195,024	$975	$0.82

Highest and Best Use

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as if vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

Highest and Best Use As If Vacant

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible

The site is zoned MF-2, Multiple-Family High Density District. The purpose of MF-2 zoning is to provide for high density multiple-family residential areas with adequate open areas where it is desirable to encourage such type of development. Because of the higher than average concentrations of persons and vehicles, this district is situated where it can properly be served by public and commercial services and have convenient access to thoroughfares and collector streets. Site area requirements reflect the relative need for open space of the various types of residences based on expected density of use. To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. Given prevailing land use patterns in the area, only multifamily use is given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible

Based on our analysis of the market, there is currently adequate demand for multifamily use in the subject's area. It appears that a newly developed multifamily use on the site would have a value commensurate with its cost. Therefore, multifamily use is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than multifamily use. Accordingly, it is our opinion that multifamily use, developed to the normal market density level permitted by zoning, is the maximally productive use of the property. Alternative uses are for-sale single family product and for-sale, multi-family product. However, multi-family rental is the most likely.

Conclusion

Development of the site for multifamily use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as if vacant.

As Improved

The subject site is developed with a multifamily development, which is consistent with the highest and best use of the site as if it were vacant.

Occupancy rates at the comparable projects are strong and the subject property is well located for an average to good quality project, due to the character of the neighborhood, transportation linkages and employment opportunities in the region. Over the long-term, market conditions in Pasco County and the subject's market area are expected to be good.

The existing improvements are currently leased and produce a significant positive cash flow that we expect will continue. Therefore, a continuation of this use is concluded to be financially feasible.

Based on our analysis, there does not appear to be any alternative use that could reasonably be expected to provide a higher present value than the current use, and the value of the existing improved property exceeds the value of the site, as if vacant. For these reasons, continued multifamily use is concluded to be maximally productive and the highest and best use of the property as improved.

Most Probable Buyer

Taking into account the size and characteristics of the property, likely buyers include a regional or national investor such as a partnership, REIT, or pension fund.

Valuation As A Market Rental Property

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Applicable	Utilized

Sales Comparison Approach – As a Market Rate Property

The sales comparison approach develops an indication of value by comparing the subject to sales of similar properties. The steps taken to apply the sales comparison approach are:

- Identify relevant property sales;
- Research, assemble, and verify pertinent data for the most relevant sales;
- Analyze the sales for material differences in comparison to the subject;
- Reconcile the analysis of the sales into a value indication for the subject.

To apply the sales comparison approach, we searched for sale transactions within the following parameters:

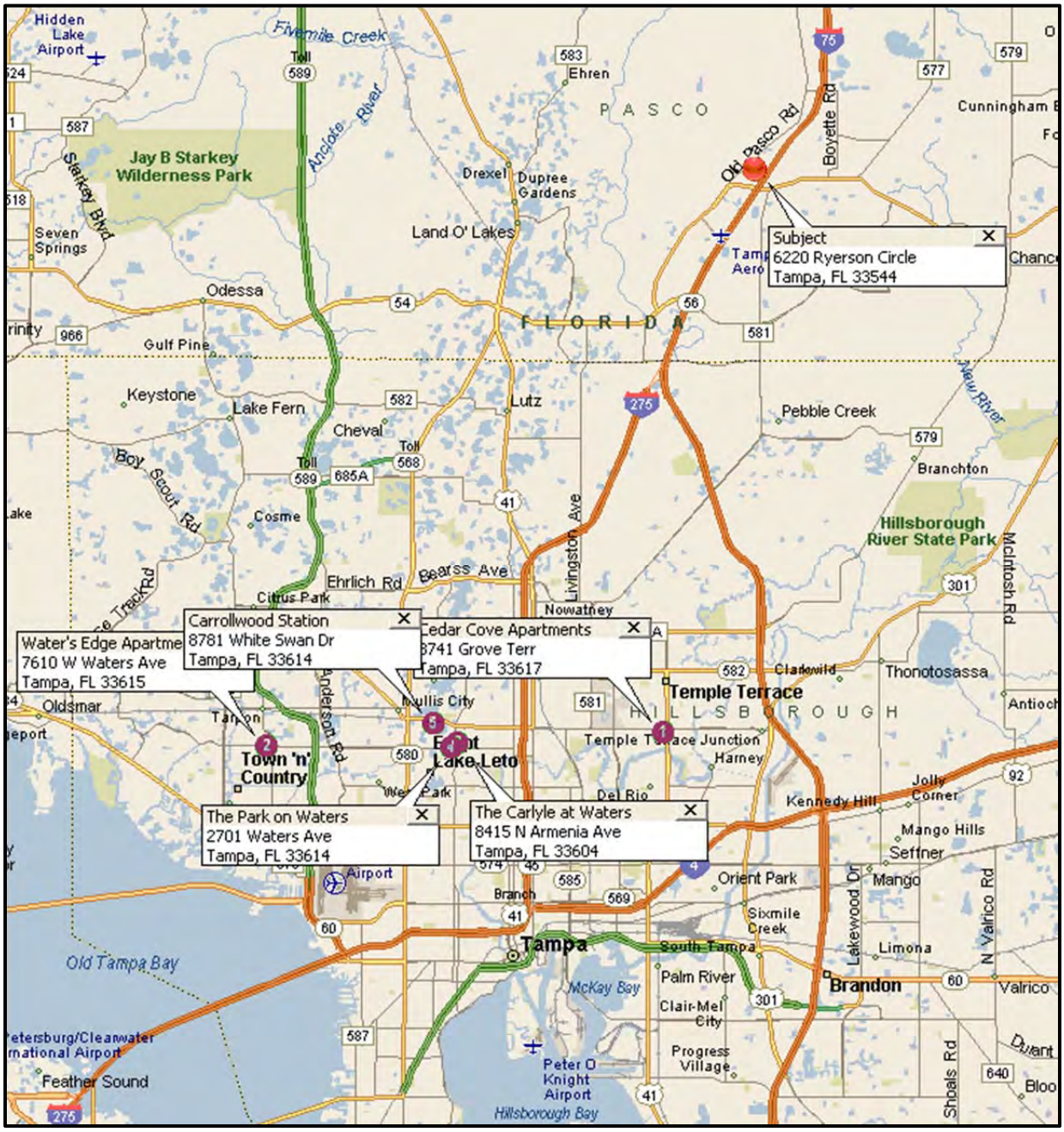
- Property Type: Garden Style Apartments
- Size: 100 to 400 Units
- Location: Tampa MSA
- Age/Quality: Class B/C, built from 1970 to 2005
- Transaction Date: Since January 1, 2015

For this analysis, we use price per unit as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The sales considered most relevant are summarized in the following table.

Summary of Comparable Improved Sales - Market

No.	Name/Address	Sale Date; Status	Yr. Blt.; # Stories; % Occ.	# Units; Rentable SF; Avg Unit SF	Effective Sale Price	$/Unit; $/SF	NOI/Unit; NOI/SF; Exp. Ratio	Cap Rate
1	Cedar Cove Apartments 8741 Grove Ter. Tampa Hillsborough County FL	Dec-15 Closed	1974 2 93%	180 190,500 1,093	$10,700,000	$59,444 $56.17	$4,137 $3.91 57%	6.96%
	Comments: This apartment complex contains 180 units. The property sold in December 2015 for $10,700,000, or $59,444 per unit. The property was originally listed for $11,700,000 and was on the market approximately 5 months.							
2	Water's Edge Apartments 7610 W. Waters Ave. Tampa Hillsborough County FL	Jul-15 Closed	1985 2 94%	216 169,440 791	$18,000,000	$83,333	$4,325 $5.51 –	5.19%
	Comments: The confirming broker indicated that the cap rate was 5.19% based on T-12 income and T-12 expenses, adjusted for $250 per unit in reserves and taxes adjusted for a projected reassessment to 80% of the sale price.							
3	The Carlyle at Waters 8415 N. Armenia Ave. Tampa Hillsborough County FL	Feb-15 Closed	1985 3 90%	392 283,501 723	$28,794,195	$73,455 $101.57	$3,836 $5.30 56%	5.22%
	Comments: This property sold at 90% occupancy, and incorporated a stabilized occupancy rate of 94%. The financials were based on current and historical operations, and included re-assessed taxes at 80%, management at 3.0%, and reserves at $250/unit. At the time of sale the property had 26 down units due to balcony structural damages. There was also roof, siding, railing, carports, exterior paint, sidewalks, and other issues which required additional work totaling $2,599,155, or $6,630/unit.							
4	The Park on Waters 2701 W. Waters Ave. Tampa Hillsborough County FL	Mar-15 Closed	1984 2 95%	267 199,860 749	$19,491,000	$73,000 $97.52	$4,738 $6.33 48%	6.49%
	Comments: This property sold at 95% occupancy. The financials were based on the in-place income and expenses, which included re-assessed taxes at 80%, 3.0% management, and reserves at $250/unit.							
5	Carrollwood Station 8781 White Swan Dr. Tampa Hillsborough County FL	Jul-15 Closed	1984 2 100%	336 252,000 750	$30,125,000	$89,658 $119.54	$5,190 $6.92 50%	5.79%
	Comments: This property sold at 100% occupancy. The financials were based on the in-place income/expenses, which included 3.0% management fee, $250/unit in reserves, and re-assessed taxes at 75% of the purchase price. Please note the buyer is proposing to invest an additional $1,250,000, or $3,720, in capital improvements to the property over the following 1-2 years after acquisition. This sale write-up is based on the As-Is scenario.							
	Subject Pasco Woods Apartments Wesley Chapel, FL		2000 2 –	200 238,768 1,194			$6,936 $5.81 44%	

Comparable Improved Sales Map



Sale 1
Cedar Cove Apartments

Sale 2
Water's Edge Apartments

Sale 3
The Carlyle at Waters

Sale 4
The Park on Waters

Sale 5
Carrollwood Station Apartments

Adjustment Factors

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factors	
Effective Sale Price	Accounts for atypical economics of a transaction, such as excess land, non-realty components, expenditures by the buyer at time of purchase, or other similar factors. Usually applied directly to sale price on a lump sum basis.
Real Property Rights	Leased fee, fee simple, leasehold, partial interest, etc.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.
Conditions of Sale	Extraordinary motivation of buyer or seller, such as 1031 exchange transaction, assemblage, or forced sale.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.
Location	Market or submarket area influences on sale price; surrounding land use influences.
Project Size	Inverse relationship that often exists between project size and unit value.
Quality	Construction quality, market appeal, functional utility.
Age/Condition	Effective age; physical condition.
Unit features	Features internal to the residential units such as appliances.
Project amenities	Amenities available to the entire property.
Average Unit Size	Average residential unit floor area.
Economic Characteristics	Non-stabilized occupancy, above/below market rents, rent control, and other economic factors. Excludes differences in rent levels that are already considered in previous adjustments, such as for location or quality.

Issues requiring elaboration are addressed in the following paragraphs.

Market Conditions

The sales took place from February 2015 to December 2015. Market conditions generally have been moderately improving over this period through the effective date of value. As a result, we apply upward adjustments of 3% per year to account for this trend.

Analysis and Adjustment of Sales

The analysis and adjustment of the comparable sales is discussed in the following paragraphs.

Sale 1 is Cedar Cove Apartments, containing 180 units, located at 8741 Grove Ter., Tampa, Hillsborough County, FL. The property sold in December 2015 for $10,700,000, or $59,444 per unit.

- An upward adjustment was made for its inferior location.
- This property was built in 1974 and was adjusted upward for effective age and condition and quality.

Sale 2 is Water's Edge Apartments, containing 216 units, located at 7610 W. Waters Ave., Tampa, Hillsborough County, FL. The property sold in July 2015 for $18,000,000, or $83,333 per unit.

- This property was built in 1985 and was adjusted upward for effective age and condition.
- An upward adjustment was made for its smaller average unit size

Sale 3 is The Carlyle at Waters, containing 392 units, located at 8415 N. Armenia Ave., Tampa, Hillsborough County, FL. The property sold in February 2015 for $26,194,195. Adjusting for ***, the effective sale price is $28,794,195, or $73,455 per unit.

- This property was built in 1985 and was adjusted upward for effective age and condition.
- An upward adjustment was made for its smaller average unit size

Sale 4 is The Park on Waters, containing 267 units, located at 2701 W. Waters Ave., Tampa, Hillsborough County, FL. The property sold in March 2015 for $19,491,000, or $73,000 per unit.

- This property was built in 1984 and was adjusted upward for effective age and condition.
- An upward adjustment was made for its smaller average unit size

Sale 5 is Carrollwood Station Apartments, containing 336 units, located at 8781 White Swan Dr., Tampa, Hillsborough County, FL. The property sold in July 2015 for $30,125,000, or $89,658 per unit.

- A downward adjustment was made for its superior location.
- This property was built in 1984 and was adjusted upward for effective age and condition.
- An upward adjustment was made for its smaller average unit size

The following table summarizes the adjustments we made to each sale.

Improved Sales Adjustment Grid - Market

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Property Name	Pasco Woods Apartments	Cedar Cove Apartments	Water's Edge Apartments	The Carlyle at Waters	The Park on Waters	Carrollwood Station Apartments
Address	6220 Ryerson Circle	8741 Grove Ter.	7610 W. Waters Ave.	8415 N. Armenia Ave.	2701 W. Waters Ave.	8781 White Swan Dr.
City	Wesley Chapel	Tampa	Tampa	Tampa	Tampa	Tampa
County	Pasco	Hillsborough	Hillsborough	Hillsborough	Hillsborough	Hillsborough
State	Florida	FL	FL	FL	FL	FL
Sale Date		Dec-15	Jul-15	Feb-15	Mar-15	Jul-15
Sale Status		Closed	Closed	Closed	Closed	Closed
Sale Price		$10,700,000	$18,000,000	$26,194,195	$19,491,000	$30,125,000
Other Adjustment		–	–	$2,600,000	–	–
Description of Adjustment				CapEx		
Effective Sale Price		$10,700,000	$18,000,000	$28,794,195	$19,491,000	$30,125,000
Gross Building Area	240,788	206,750	0	292,091	225,214	287,224
Rentable Floor Area	238,768	190,500	169,440	283,501	199,860	252,000
Number of Units	200	180	216	392	267	336
Avg SF Per Unit	1,194	1,093	791	723	749	750
Year Built	2000	1974	1985	1985	1984	1984
NOI per Unit	$6,936	$4,137	$4,325	$3,836	$4,738	$5,190
Cap Rate - Calculated	5.50%	6.96%	5.19%	5.22%	6.49%	5.79%
Occupancy	99%	93%	94%	90%	95%	100%
Building Class	B	C	B	B	B	B
Database ID		1265681	1293648	1150908	1150903	1159843
Price per Unit		**$59,444**	**$83,333**	**$73,455**	**$73,000**	**$89,658**
Property Rights		Leased Fee	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–
Conditions of Sale		Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
% Adjustment		–	–	–	–	–
Market Conditions	3/14/2016	Dec-15	Jul-15	Feb-15	Mar-15	Jul-15
Annual % Adjustment	3%	1%	2%	3%	3%	2%
Cumulative Adjusted Price		**$60,039**	**$85,000**	**$75,658**	**$75,190**	**$91,451**
Location		5%	–	–	–	-10%
Project Size		–	–	–	–	–
Age/Condition		50%	15%	15%	15%	15%
Quality		–	–	–	–	–
Unit Features		–	–	–	–	–
Project Amenities		–	–	–	–	–
Unit Size/Unit Mix		–	20%	20%	20%	20%
Economic Characteristics		–	–	–	–	–
Net $ Adjustment		$33,021	$29,750	$26,480	$26,317	$22,863
Net % Adjustment		55%	35%	35%	35%	25%
Final Adjusted Price		**$93,060**	**$114,750**	**$102,139**	**$101,507**	**$114,314**
Overall Adjustment		57%	38%	39%	39%	28%

Range of Adjusted Prices	**$93,060 - $114,750**
Average	**$105,154**
Indicated Value	**$110,000**

Value Indication

Prior to adjustment, the sales reflect a range of $59,444 - $89,658 per unit. After adjustment, the range is narrowed to $93,060 - $114,750 per unit, with an average of $105,154 per unit. To arrive at an indication of value, we place primary emphasis on Sales 2, 3 and 4 because they are recent transactions with similar locations and required the lowest gross adjustment of the five sales.

Based on the preceding analysis, we arrive at a value indication as follows:

Value Indication by Sales Comparison	
Indicated Value per Unit	$110,000
Subject Units	200
Indicated Value	$22,000,000
Rounded	$22,000,000

Income Capitalization Approach – As a Market Rate Property

The income capitalization approach converts anticipated economic benefits of owning real property into a value estimate through capitalization. The steps taken to apply the income capitalization approach are:

- Analyze the revenue potential of the property.
- Consider appropriate allowances for vacancy, collection loss, and operating expenses.
- Calculate net operating income by deducting vacancy, collection loss, and operating expenses from potential income.
- Apply the most appropriate capitalization methods to convert anticipated net income to an indication of value.

The two most common capitalization methods are direct capitalization and discounted cash flow analysis. In direct capitalization, a single year's expected income is divided by an appropriate capitalization rate to arrive at a value indication. In discounted cash flow analysis, anticipated future net income streams and a future resale value are discounted to a present value at an appropriate yield rate. In this analysis, we use only direct capitalization because investors in this property type typically rely more on this method when the property and market conditions are stabilized.

Unit Mix and Occupancy

As of the effective valuation date, the subject is leased. The property is considered to be at stabilized occupancy. The unit mix and occupancy status of the subject are shown in the table that follows.

Unit Mix and Occupancy

Floor Plan	Units	% of Total	Avg. Unit Size	Total SF	Occupied Units	Vacant Units	% Occupied
2BR/2BA Units							
2BR/2BA	100	50.0%	1,068	106,800	100	0	100%
Total/Average	100	50.0%	1,068	106,800	100	0	100%
3BR/2BA Units							
3BR/2BA Small	12	6.0%	1,134	13,608	12	0	100%
3BR/2BA Large	88	44.0%	1,345	118,360	86	2	98%
Total/Average	100	50.0%	1,320	131,968	98	2	98%
Total Units	200	100.0%	1,194	238,768	198	2	99%

*Includes employee and model units, as applicable.

Utilities Expenses

The division of expense responsibilities between the tenants and property owner is detailed as follows.

Utilities Expenses	
Tenant-Paid Utilities	Owner-Paid-Utilities
In-Unit Electric	Water
Cable	Sewer
Broadband	Trash
	Common Area Electric
	Common Area Water

This expense structure is typical of the market.

Market Rent Analysis

The following market rate analysis assumes that all of the units in the complex are leased at market rates without maximum income restrictions (exclusively market rate project). The comparables were adjusted for the utilities and services provided in the rental rates and we have also considered adjustments for location/quality/amenities in our rental rate conclusions. We have also taken into consideration the market trend of smaller units leasing for a higher per square foot rate than their larger counterparts.

Our analysis considers the market rent of each basic unit type within the subject. To estimate market rent, we analyze comparable rentals that fall within the following parameters:

- Location: Within a seven mile radius of the property
- Property Type: Garden Style with 2 to 4 stories and two- and three-bedroom floor plans
- Building Age: Built from 1990 to 2015

Comparable rentals considered most relevant are summarized in the following tables.

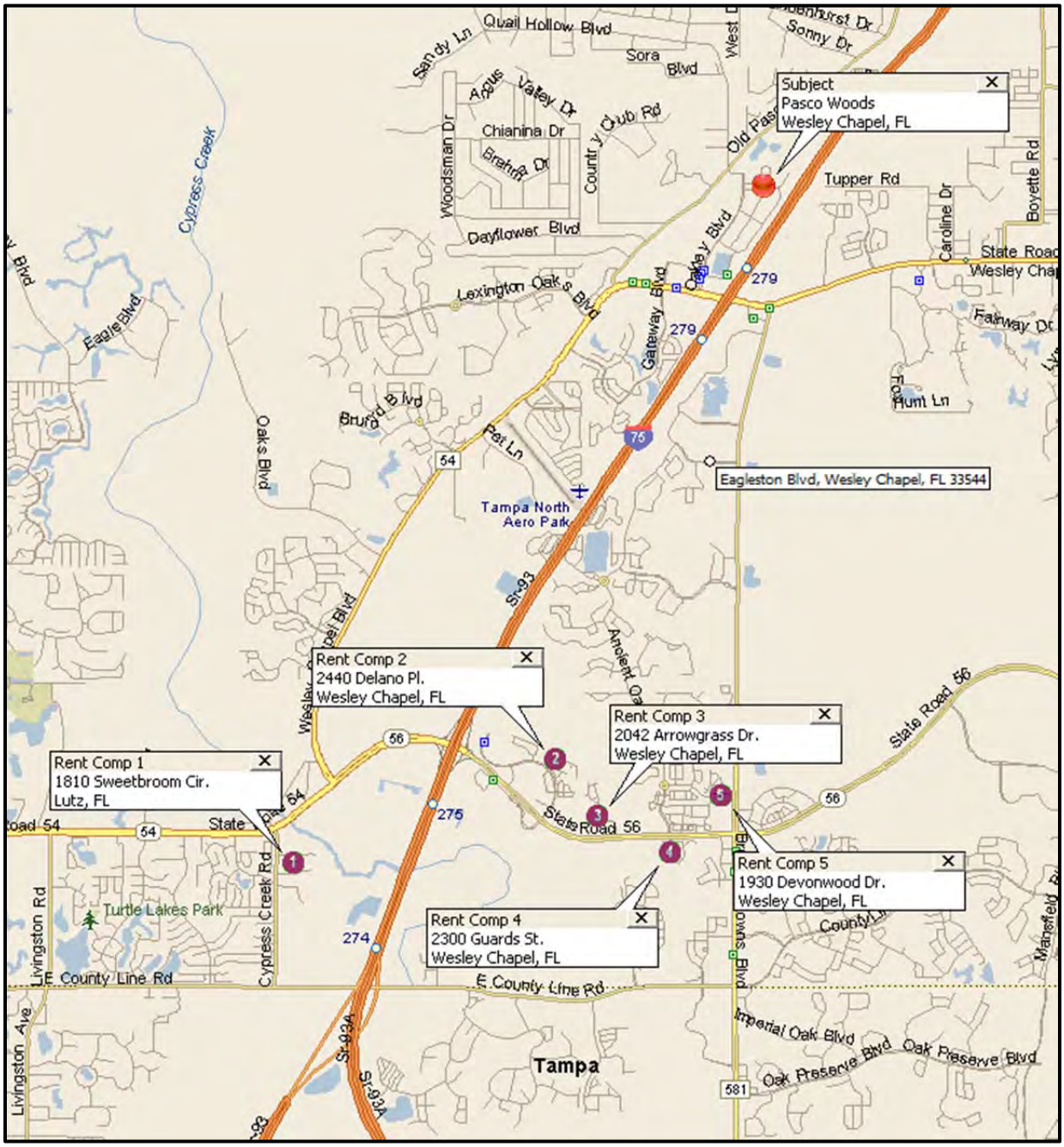
Summary of Comparable Rentals

No.	Property Name; Address	Survey Date	Yr Built; Stories	Unit Mix	# Units; % Occ.	Avg. Unit SF	Avg. Rent/ Month	Avg. Rent/ SF
1	Seneca at Cypress Creek	4/12/2016	2009		451			
	1810 Sweetbroom Cir.		3		95%			
	Lutz							
				1BR/1BA	66	645	$1,091	$1.69
				1BR/1BA	66	830	$1,049	$1.26
				1BR/1BA	48	915	$1,170	$1.28
				2BR/1BA	18	947	$1,198	$1.27
				2BR/2BA	104	1,102	$1,284	$1.17
				2BR/2BA	84	1,275	$1,380	$1.08
				2BR/2.5BA	25	1,507	$1,742	$1.16
				3BR/2BA	18	1,350	$1,716	$1.27
				3BR/2.5BA	22	1,611	$1,849	$1.15
	Tenant-Paid Utilities:		Trash, Cable, Broadband, In-Unit Electric, Sewer, Water					
	Unit Features:		Washer/Dryer In Unit, Dishwasher, Range-Refrig., Walk-in Closets, Hardwood Floors, Patios/Balcony					
	Project Amenities:		Clubhouse/Rec. Bldg., Business Center, Gated Entrance, Swimming Pool, Fitness Room, Swimming Pool, Garage/Under Building, Playground, Billards, Children					
	Comments:		This property operates under a Yieldstar system. Rental rates change daily and premiums and concessions are built into the rental rate. Rental rates for detached garages at this complex are $125 per month.					
2	Delano at Cypress Creek	4/12/2016	2006		288			
	2440 Delano Pl.		3		95%			
	Wesley Chapel							
				1BR/1BA	37	800	$920	$1.15
				1BR/1BA	28	860	$960	$1.12
				1BR/1BA	48	914	$985	$1.08
				2BR/1BA	12	1,094	$1,030	$0.94
				2BR/2BA	72	1,332	$1,140	$0.86
				2BR/2BA	64	1,387	$1,160	$0.84
				3BR/2BA	27	1,523	$1,350	$0.89
	Tenant-Paid Utilities:		Trash, Cable, Broadband, In-Unit Electric, Sewer, Water					
	Unit Features:		Central AC, Ceiling Fans, Washer/Dryer In Unit, Walk-in Closets, Carpets/Drapes/Blinds, Dishwasher, Disposal					
	Project Amenities:		Swimming Pool, Spa/Hot Tub, Tennis Court, Fitness Room, Gated Entrance, Covered Parking, Playground, BBQ area, Storage, and Car Wash					
	Comments:		No Concessions at this time. Garages: $90/month detached, $100/month attached.					

Summary of Comparable Rentals

No.	Property Name; Address	Survey Date	Yr Built; Stories	Unit Mix	# Units; % Occ.	Avg. Unit SF	Avg. Rent/ Month	Avg. Rent/ SF
3	Colonial Grand at Seven Oaks	4/12/2016	2004		318			
	2042 Arrowgrass Dr.		2		99%			
	Wesley Chapel							
				1BR/1BA	48	680	$993	$1.46
				1BR/1BA	38	688	$973	$1.41
				2BR/2BA	72	1,014	$1,128	$1.11
				2BR/2BA	116	1,017	$1,168	$1.15
				3BR/2BA	44	1,180	$1,388	$1.18
	Tenant-Paid Utilities:		–					
	Unit Features:		Patios/Balcony, Ceiling Fans, Vaulted Ceilings, Central AC, Washer/Dryer In Unit, Modern Kitchens, Stainless Appliances, Microwave, Vaulted Ceilings					
	Project Amenities:		Swimming Pool, Clubhouse/Rec. Bldg., Spa/Hot Tub, Fitness Room, Playground, Garage/Under Building, Car Care Area, Grills, Picnic Area, Wi Fi					
	Comments:		This property operates under an LRO system. Rental rates change daily and concessions and premiums are built into the quoted rental rate. Garages: $105 detached. Attached garages are included in the base rent. Storage: $20/Month.					
4	Enclave at Wiregrass	4/12/2016	2005		312			
	1930 Devonwood Dr.		3		97%			
	Wesley Chapel							
				1BR/1BA	36	695	$925	$1.33
				1BR/1BA	24	722	$935	$1.30
				1BR/1BA	48	809	$1,010	$1.25
				2BR/1BA	48	983	$1,290	$1.31
				2BR/2BA	60	1,122	$1,275	$1.14
				2BR/2BA	64	1,195	$1,170	$0.98
				3BR/2BA	32	1,327	$1,540	$1.16
	Tenant-Paid Utilities:		Trash, Cable, Broadband, In-Unit Electric, Sewer, Water					
	Unit Features:		Patios/Balcony, Washer/Dryer In Unit, Storage in Unit, Central AC, Carpets/Drapes/Blinds, Walk-in Closets, Full Kitchen w/ Mic, Ceiling Fans, Ceiling Fans, Vaulted Ceilings					
	Project Amenities:		Gated Entrance, Swimming Pool, Spa/Hot Tub, Garage/Under Building, Tennis Court, Clubhouse/Rec. Bldg., Fitness Room, Business Center, Game Room, Storage					
	Comments:		This property operates under an LRO system. Rental rates change daily and premiums and concessions are built into the rental rate. Rental rates for detached garages at this complex are $100 and $80 per month for attached garages.					
5	Windsor Club at Seven Oaks	4/12/2016	2004		229			
	2300 Guards St.		3		97%			
	Wesley Chapel							
				1BR/1BA	24	841	$960	$1.14
				2BR/1BA	48	1,108	$1,060	$0.96
				2BR/2BA	120	1,173	$1,085	$0.93
				3BR/2BA	59	1,386	$1,295	$0.93
	Tenant-Paid Utilities:		Trash, Cable, Broadband, In-Unit Electric, Sewer, Water					
	Unit Features:		Ceiling Fans, Patios/Balcony, Washer/Dryer In Unit, Dishwasher, Disposal, Vaulted Ceilings					
	Project Amenities:		Swimming Pool, Spa/Hot Tub, Clubhouse/Rec. Bldg., Fitness Room, Volleyball, Playground, Gated Entrance, Wi Fi, Media Room, Business Center					
	Comments:		No concessions at this time					

Comparable Rentals Map



Rent Survey 1
Seneca at Cypress Creek

Rent Survey 2
Delano at Cypress Creek

Rent Survey 3
Colonial Grand at Seven Oaks

Rent Survey 4
Enclave at Wiregrass

Rent Survey 5
Windsor Club at Seven Oaks

Rental Analysis Factors

Our analysis of the comparable rentals considers the following elements of comparison.

Rental Analysis Factors	
Tenant Paid Utilities	Utilities costs for which tenants are responsible.
Unit Size	Floor area in square feet.
Location	Market or submarket area influences on rent; surrounding land use influences.
Age/Condition	Effective age; physical condition.
Quality	Construction quality, market appeal, functional utility.
Unit Features	Features included in individual residential units.
Project Amenities	Amenities available to the entire property.
Washer/Dryer	The presence of a Washer/Dryer in the Unit

The following factors require additional discussion.

Tenant Paid Utilities / Washer Dryer

Rental rates vary inversely with tenant expense responsibilities. Comparables with greater tenant expense responsibilities than the subject need to be adjusted upward based on the estimated additional costs to the tenants, and comparables with fewer tenant expense responsibilities than the subject need to be adjusted downward. The basis of our adjustments for utilities as well as in-unit washer/dryers is summarized in the flowing table.

Utility & Services Adjustments			
Water		Sewer	
1BR	$10	1BR	$30
2BR	$15	2BR	$35
3BR	$20	3BR	$40
Washer/Dryer	$50	Trash	$20
Washer/Dryer Hook-Up	$10	Basic Cable	$60

Unit Size

Adjustments for size differences are based on the assumption that rent will vary at less than a one-to-one ratio to unit size differences. In this case, a value ratio of 45% was applied to the 2BR units and 40% to the 3BR units.

Comparable Rental Adjustment Grids

The following tables summarize the adjustments made to the comparable rentals. Separate tables are provided for different unit types.

2BR/2BA Analysis

Rental Adjustment Grid - 2BR/2BA Market Rate

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Property Name	Pasco Woods Apartments	Seneca at Cypress Creek	Delano at Cypress Creek	Colonial Grand at Seven Oaks	Enclave at Wiregrass	Windsor Club at Seven Oaks
Address	6220 Ryerson Circle	1810 Sweetbroom Cir.	2440 Delano Pl.	2042 Arrowgrass Dr.	1930 Devonwood Dr.	2300 Guards St.
City	Wesley Chapel	Lutz	Wesley Chapel	Wesley Chapel	Wesley Chapel	Wesley Chapel
County	Pasco	Pasco	Pasco	Pasco	Pasco	Hillsborough
State	Florida	FL	FL	FL	FL	FL
Survey Date		Apr-16	Apr-16	Apr-16	Apr-16	Apr-16
Unit Type	2BR/2BA	2BR/2BA	2BR/2BA	2BR/2BA	2BR/2BA	2BR/2BA
Average Unit SF	1,068	1,102	1,332	1,014	1,195	1,173
Average Rent/Mo		$1,284	$1,140	$1,128	$1,170	$1,085
Rent/SF		$1.17	$0.86	$1.11	$0.98	$0.93
Year Built	2000	2009	2006	2004	2005	2004
Property Class	B	A	A	A	A	A
Database ID		1302204	1302196	1302193	1302199	1302202
Average Rent/Month		**$1,284**	**$1,140**	**$1,128**	**$1,170**	**$1,085**
Utilities Adjustment						
$ Adjustment		$50	$50	-$30	$50	$50
Washer/Dryer Adjustment						
$ Adjustment		-$40	-$40	-$40	-$40	-$40
Size Adjustment						
% Adjustment	45%					
$ Adjustment		-$18	-$102	$27	-$56	-$44
Cumulative Adjusted Rent		**$1,276**	**$1,048**	**$1,085**	**$1,124**	**$1,051**
Location		-$10	-$10	-$10	-$10	-$10
Age/Condition		-$50	-$25	-$25	-$25	-$25
Quality		-$100	-$50	-$50	-$50	-$50
Unit Features		-$25	-$15	-$25	-$15	-$15
Project Amenities		-$50	-$40	-$40	-$40	-$40
Net $ Adjustment		-$235	-$140	-$150	-$140	-$140
Net % Adjustment		-18%	-13%	-14%	-12%	-13%
Final Adjusted Price		**$1,041**	**$908**	**$935**	**$984**	**$911**
Overall Adjustment		-19%	-20%	-17%	-16%	-16%

Summary Indicators	Range	Average	Average/SF
Comparables - Adjusted	$908 - $1,041	$956	–
Concluded Market Rent	**$950 ($0.89/SF)**		

3BR/2BA Analysis

Rental Adjustment Grid - 3BR/2BA Market Rate

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Property Name	Pasco Woods Apartments	Seneca at Cypress Creek	Delano at Cypress Creek	Colonial Grand at Seven Oaks	Enclave at Wiregrass	Windsor Club at Seven Oaks
Address	6220 Ryerson Circle	1810 Sweetbroom Cir.	2440 Delano Pl.	2042 Arrowgrass Dr.	1930 Devonwood Dr.	2300 Guards St.
City	Wesley Chapel	Lutz	Wesley Chapel	Wesley Chapel	Wesley Chapel	Wesley Chapel
County	Pasco	Pasco	Pasco	Pasco	Pasco	Hillsborough
State	Florida	FL	FL	FL	FL	FL
Survey Date		Apr-16	Apr-16	Apr-16	Apr-16	Apr-16
Unit Type	3BR/2BA	3BR/2BA	3BR/2BA	3BR/2BA	3BR/2BA	3BR/2BA
Average Unit SF	1,320	1,350	1,523	1,180	1,327	1,386
Average Rent/Mo		$1,716	$1,350	$1,388	$1,540	$1,295
Rent/SF		$1.27	$0.89	$1.18	$1.16	$0.93
Year Built	2000	2009	2006	2004	2005	2004
Property Class	B	A	A	A	A	A
Database ID		1302204	1302196	1302193	1302199	1302202
Average Rent/Month		**$1,716**	**$1,350**	**$1,388**	**$1,540**	**$1,295**
Utilities Adjustment						
$ Adjustment		$60	$60	-$20	$60	$60
Washer/Dryer Adjustment						
$ Adjustment		-$40	-$40	-$40	-$40	-$40
Size Adjustment						
% Adjustment	40%					
$ Adjustment		-$15	-$72	$66	-$3	-$25
Cumulative Adjusted Rent		**$1,721**	**$1,298**	**$1,394**	**$1,557**	**$1,290**
Location		-$20	-$20	-$20	-$20	-$20
Age/Condition		-$85	-$60	-$60	-$60	-$60
Quality		-$150	-$100	-$100	-$100	-$100
Unit Features		-$35	-$25	-$30	-$25	-$25
Project Amenities		-$60	-$50	-$50	-$50	-$50
Net $ Adjustment		-$350	-$255	-$260	-$255	-$255
Net % Adjustment		-20%	-20%	-19%	-16%	-20%
Final Adjusted Price		**$1,371**	**$1,043**	**$1,134**	**$1,302**	**$1,035**
Overall Adjustment		-20%	-23%	-18%	-15%	-20%

Summary Indicators	**Range**	**Average**	**Average/SF**
Comparables - Adjusted	$1,035 - $1,371	$1,177	–
Concluded Market Rent	**$1,175 ($0.89/SF)**		

Market Rent Conclusions

Based on the preceding analysis of comparable rentals, market rent is estimated for each unit type as shown in the following table.

Market Rent Conclusions				
Unit Type	Total Units	Avg. Unit Size	Market Rent/ Month	Market Rent/SF
2BR/2BA	100	1,068	$950	$0.89
3BR/2BA	100	1,320	$1,175	$0.89
Total/Avg.	200	1,194	$1,063	$0.89

Gross Income Estimate

Potential Gross Rent

The following table summarizes the potential gross rent of the subject based on the estimated market rent. The total is the potential rent that would be generated if the entire property were leased at market rates.

Figures presented below reflect the 12-month period following the effective date of the appraisal.

Potential Base Rental Income - Market				
Unit Type	No. Of Units	Avg SF/Unit	Market Rent/ Month	Annual Market Rental Income
2BR/2BA	100	1,068	$950	$1,140,000
3BR/2BA	100	1,320	$1,175	$1,410,000
Total/Avg.	200	1,194	$1,063	$2,550,000

Employee/Model Units

Market rent is assigned to employee and model units in our income projections. Later, in our projection of expenses, rent loss attributable to these units is deducted as an expense. For employee occupied units, the difference between market rent and actual employee rent payments is deducted as a payroll expense. For units being used as models, the amount of market rent is deducted as an advertising/marketing expense.

The property currently has two employee units; one 2BR/2BA unit and one 3BR/2BA unit. The revenue loss for these units will be included as a payroll expense. The property does not have a model unit.

Expense Reimbursements

As leases do not provide for any tenant reimbursements of expenses, no expense recovery income is estimated.

Other Income

The other income category includes any other income from the property including revenues from laundry facilities, vending machines, late charges, forfeited security deposits and other miscellaneous

sources. Total other income is projected at 175,000, net of vacancy and collection loss, based on the subject's historical receipts.

Vacancy & Collection Loss Allowance

As discussed previously, the current submarket vacancy rate is 6.94%. Vacancy rates among directly competing properties range from 1% to 5%, with an average of about 3.5%. The vacancy rate at the subject has ranged from 1% to 9% from 2013 to 2015. Based on this information and considering likely credit risk, we conclude a stabilized vacancy and collection loss allowance for the subject of 6.0% of potential gross income.

Concessions

A deduction is made to reflect income loss due to free rent and other tenant concessions that are customary at the subject and also typical in the market. Based on historical concessions at the subject, a deduction of 0.5% of potential gross income is reasonable.

Effective Gross Income

Based on the preceding estimates of gross income less allowances if any for vacancy, collection loss, and concessions, effective gross income is calculated at $2,559,250, or $12,796 per unit.

Operating Expenses

We requested three years of historical operating data, year-to-date figures, and a current budget for the property. We were provided with operating information for 2013, 2014 and 2015.

To develop projections of stabilized operating expenses, we analyze the subject's expenses and comparable data. The following table summarizes our analysis. As appropriate, the owner's operating expenses are reclassified into standard categories and exclude items that do not reflect normal operating expenses for this type of property.

Operating History and Projections

	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Income				
Rental Income	$1,758,757	$1,773,684	$1,816,580	$2,550,000
Potential Gross Income*	$1,758,757	$1,773,684	$1,816,580	$2,550,000
Vacancy & Collection Loss @ 6.0%	($145,970)	($176,231)	($140,896)	($153,000)
Concessions @ 0.5%	($72,264)	($33,320)	($13,204)	($12,750)
Other Income	169,703	188,280	170,147	175,000
Effective Gross Income	$1,710,226	$1,752,413	$1,832,627	$2,559,250
Expenses				
Real Estate Taxes	$103,084	$100,509	$113,190	$307,696
Insurance	74,635	80,697	75,535	76,000
General/Administrative	49,971	59,518	46,428	50,000
Advertising & Marketing	4,187	5,907	907	30,000
Payroll/Benefits	183,657	171,961	177,713	240,000
Utilities				
Electric & Gas	19,478	17,935	20,470	20,000
Water/Sewer	127,248	136,451	159,259	155,000
Trash Collection	21,191	20,084	20,672	21,000
Cable	0	0	0	0
Security	0	0	0	0
Painting & Decorating	29,005	29,729	29,716	30,000
Repairs/Maintenance	70,698	69,065	59,538	70,000
Grounds Maintenance	19,373	16,646	19,067	20,000
Management	92,957	95,265	99,352	102,370
Replacement Reserves	0	0	0	50,000
Total Expenses	$795,484	$803,767	$821,847	$1,172,066
Net Operating Income	**$914,742**	**$948,646**	**$1,010,780**	**$1,387,184**
Operating Expense Ratio**	46.5%	45.9%	44.8%	43.8%

*IRR projected income is the total potential income attributable to the property before deduction of vacancy and collection loss. Historical income is the actual income that has been collected by the property owner.

**Replacement reserves, if any, are excluded from total expenses for purposes of determining the Operating

Per unit expense data for the subject, comparable properties, and industry benchmarks are summarized below.

Expense Analysis per Unit

	Comp Data*				Subject			
	Comp 1	Comp 2	Comp 3	Comp 4	Historical and Projected Expenses			
Year Built	1993	2006	2001	2003	2000			
Number of Units	129	220	88	140	200			
Operating Data Type	Actual (6 Mo. Ann.)	Actual	Actual	42369	Actual	Actual	Actual	IRR
Year	2015	2015	2015	2015	2013	2014	2015	Projection
Real Estate Taxes	$673	$1,108	$281	$438	$515	$503	$566	$1,538
Insurance	$397	$378	$388	$471	$373	$403	$378	$380
General/Administrative	$364	$413	$234	$377	$250	$298	$232	$250
Advertising & Marketing	$117	$42	$129	$101	$21	$30	$5	$150
Payroll/Benefits	$1,332	$1,214	$1,306	$1,205	$918	$860	$889	$1,200
Utilities								
Electric & Gas	$198	$113	$91	$294	$97	$90	$102	$100
Water/Sewer	$28	$610	$637	$41	$636	$682	$796	$775
Trash Collection	$134	$144	$116	$118	$106	$100	$103	$105
Cable	$324	$463	$413	$15	$0	$0	$0	$0
Security	$29	$162	$336	$379	$0	$0	$0	$0
Painting & Decorating	$102	$71	$331	$224	$145	$149	$149	$150
Repairs/Maintenance	$567	$330	$538	$218	$353	$345	$298	$350
Grounds Maintenance	$224	$105	$151	$224	$97	$83	$95	$100
Management	$284	$382	$376	$338	$465	$476	$497	$512
Replacement Reserves	$250	$0	$0	$0	$0	$0	$0	$250
Total	$5,024	$5,537	$5,330	$4,442	$3,977	$4,019	$4,109	$5,860
Operating Expense Ratio	49.4%	42.6%	70.0%	70.1%	46.5%	45.9%	44.8%	43.8%

Operating Expense Analysis by Category

Discussions of our operating expense projections are presented in the following paragraphs.

Real Estate Taxes

This expense category includes all local, county, and state property tax levies, including special assessments. Our projection is based on the property assessment and tax rate for the subject, as discussed previously in the Real Estate Tax Analysis.

Real Estate Taxes Expense

	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$103,084	$100,509	$113,190	$307,696
$/Unit	$673	$1,108	$281	$438	$515	$503	$566	$1,538

Insurance

Insurance expense includes property and casualty insurance for the subject. Our projection is based on the subject's historical and budgeted expenses and comparable data, as shown below. We placed the most weight on the subject's most recent operating history.

Insurance Expense	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$74,635	$80,697	$75,535	$76,000
$/Unit	$397	$378	$388	$471	$373	$403	$378	$380

General/Administrative

General and administrative expenses consist of general office expenses for onsite personnel, legal and accounting fees, license fees, and business taxes. Market rent properties typically have lower administrative costs than restricted properties. Therefore, our projection is near the lower end of the range for the comparable data.

General/Administrative Expense	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$49,971	$59,518	$46,428	$50,000
$/Unit	$364	$413	$234	$377	$250	$298	$232	$250

Advertising/Marketing

This category includes costs of all advertising and promotional activities as well as leasing fees and referral fees, and rent loss from units used as models. Market rent properties typically have higher advertising costs than restricted properties. The subject is located in a competitive neighborhood and would need a significant marketing effort to maintain stabilized occupancy. We place most weight on the expense comparables.

Advertising & Marketing Expense	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$4,187	$5,907	$907	$30,000
$/Unit	$117	$42	$129	$101	$21	$30	$5	$150

Payroll/Benefits

This expense category includes the salaries for both office (management and leasing) and maintenance personnel, along with payroll expenses such as FICA, unemployment tax, workers' compensation and health insurance. It also includes the cost of employee occupied apartment units, based on the difference between market rent and actual rent charged to employees. Currently, there is one 2BR/2BA unit and one 3BR/2BA unit that are discounted 100% to employees. We have

considered the difference between market rent and actual employee rent payments as a payroll expense.

Our projection is near the high end of the range indicated by the subject's actual expenses and the comparable data due to the inclusion of the employee unit expense.

Payroll/Benefits Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$183,657	$171,961	$177,713	$240,000
$/Unit	$1,332	$1,214	$1,306	$1,205	$918	$860	$889	$1,200

Utilities

Utilities expenses typically include heating fuel, electric, gas, water, sewer, and trash removal. In this case, the owner's expenditures for utilities include common area electric and gas, water and sewer, trash collection and cable for the clubhouse. Utility charges directly billed to tenants that are not part of this analysis are: in-unit electric, cable, internet.

Electric and Gas

The subject has landlord-paid electric and gas for the common areas. Tenants pay electric expenses for the occupied apartments. We place most weight on the subject's operating history.

Electric & Gas Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$19,478	$17,935	$20,470	$20,000
$/Unit	$198	$113	$91	$294	$97	$90	$102	$100

Water and Sewer

The property is individually metered for water and sewer. We place most weight on the subject's operating history. The indications we have relied upon are summarized as follows.

Water/Sewer Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$127,248	$136,451	$159,259	$155,000
$/Unit	$28	$610	$637	$41	$636	$682	$796	$775

Trash Collection Service

The subject has landlord-paid trash removal expenses. We place most weight on the subject's operating history. The indications we have relied upon are summarized as follows:

Trash Collection Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$21,191	$20,084	$20,672	$21,000
$/Unit	$134	$144	$116	$118	$106	$100	$103	$105

Cable Service –

The property does not have a cable expense.

Security

The property does not have an expense for security.

Painting/Decorating

This category includes painting, decorating and cleaning costs associated with the turnover of units. It includes supplies and independent contractor charges but excludes payroll costs. Our projection is based on the subject's actual expenses and the comparable data.

Painting & Decorating Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$29,005	$29,729	$29,716	$30,000
$/Unit	$102	$71	$331	$224	$145	$149	$149	$150

Repairs/Maintenance

The subject has repairs and maintenance expenses for basic upkeep. Items such as appliance repairs are not refurbishment expenses, but are normal maintenance for an operating apartment complex. The property will also experience replacement expenses for items such as air conditioners, appliances, and carpeting, but these expenses are considered separately. The repairs and maintenance category does not include grounds maintenance, maintenance payroll, or turnover costs of painting and decorating.

Primary weight was given to the subject's historical amounts, which is supported by the comparable data.

Repairs/Maintenance Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$70,698	$69,065	$59,538	$70,000
$/Unit	$567	$330	$538	$218	$353	$345	$298	$350

Grounds maintenance

Grounds maintenance expenses include all labor contracts, supplies, and expenses associated with grounds keeping, landscaping, in-ground sprinkler systems, and pool maintenance at the project. Primary weight was given to the subject's historical amounts.

Grounds Maintenance Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$19,373	$16,646	$19,067	$20,000
$/Unit	$224	$105	$151	$224	$97	$83	$95	$100

Management

Management charges are typically a percentage of collected revenues and cover the supervision of rent collections, leasing, property maintenance, and bookkeeping, but exclude payroll and benefits costs of onsite personnel. Typical management fees for properties of this type range from 3% to 5%. Considering the current management expenses at the subject and the complexity of the property, we project an overall management fee of 4.0% of effective gross income.

Management Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$92,957	$95,265	$99,352	$102,370
% of EGI	2.9%	2.9%	4.9%	5.3%	5.4%	5.4%	5.4%	4.0%
$/Unit	$284	$382	$376	$338	$465	$476	$497	$512

Replacement Reserves

Buyers in the multifamily market tend to include replacement reserves in an income and expense pro forma to reflect costs of replacing short-lived items such as appliances, carpet and vinyl floor coverings, window coverings and mechanical systems, such as hot water heaters and HVAC units. Reserves also consider short-lived building components such as the roof and parking lot paving.

Reserve requirements range from $100 to as high as $2,000 per unit annually, as shown by the following national investor survey data.

Replacement Reserves Per Unit	
Range	$100 - $2000
Average	$425

Source: PwC Real Estate Investor Survey, 1Q - 2016

An estimate of $250 per unit is considered reasonable, as shown by the following national investor survey data.

Replacement Reserves Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$0	$0	$0	$50,000
$/Unit	$250	–	–	–	–	–	–	$250

Total Operating Expenses

Total operating expenses are projected at $1,172,066 overall, or $5,860 per unit.

Net Operating Income

Based on the preceding income and expense projections, stabilized net operating income is estimated at $1,387,184, or $6,936 per unit, as shown next.

Projection of Net Operating Income			
		Annual	$/Unit
INCOME			
Rental Income		$2,550,000	$12,750
		$0	$0
Potential Gross Income		$2,550,000	$12,750
Vacancy & Collection Loss	6.00%	($153,000)	($765)
Concessions	0.50%	($12,750)	($64)
Effective Gross Income		$2,559,250	$12,796
EXPENSES			
Real Estate Taxes		$307,696	$1,538
Insurance		$76,000	$380
General/Administrative		$50,000	$250
Advertising & Marketing		$30,000	$150
Payroll/Benefits		$240,000	$1,200
Electric & Gas		$20,000	$100
Water/Sewer		$155,000	$775
Trash Collection		$21,000	$105
Cable		$0	$0
Security		$0	$0
Painting & Decorating		$30,000	$150
Repairs/Maintenance		$70,000	$350
Grounds Maintenance		$20,000	$100
Management	4.00%	$102,370	$512
Replacement Reserves		$50,000	$250
Total Expenses		$1,172,066	$5,860
NET OPERATING INCOME		$1,387,184	$6,936

Capitalization Rate Selection

A capitalization rate is used to convert net income into an indication of value. Selection of an appropriate capitalization rate considers the future income pattern of the property and investment risk associated with ownership. We use the following methods to derive a capitalization rate for the subject: analysis of comparable sales, review of national investor surveys, and the band of investment method.

Analysis of Comparable Sales

Capitalization rates derived from comparable sales are shown in the following table.

Capitalization Rate Comparables

No.	Property Name	Year Built	Sale Date	% Occup.	No. Units	Effective Price/Unit	Cap Rate
1	Cedar Cove Apartments	1974	12/30/2015	93%	180	$59,444	6.96%
2	Water's Edge Apartments	1985	7/7/2015	94%	216	$83,333	5.19%
3	The Carlyle at Waters	1985	2/3/2015	90%	392	$73,455	5.22%
4	The Park on Waters	1984	3/30/2015	95%	267	$73,000	6.49%
5	Carrollwood Station	1984	7/31/2015	100%	336	$89,658	5.79%
	Average (Mean) Cap Rate:						5.93%

The sales reflect overall capitalization rates of 5.19% to 6.96%, with an average of 5.93%. All of the comparables were purchased for continued apartment use (no condominium conversion sales or fractured condominiums). Due to the age of the sales, we estimate that the subject's rate should be near the low end of the range. The data used for the extraction of the rates from the sales is considered reliable and the best overall rate indications available. Therefore, the comparable improved sales provide a reliable indication of an overall capitalization rate for the subject.

Based on this information, a capitalization rate within a range of 5.2% to 7.00% could be expected for the subject.

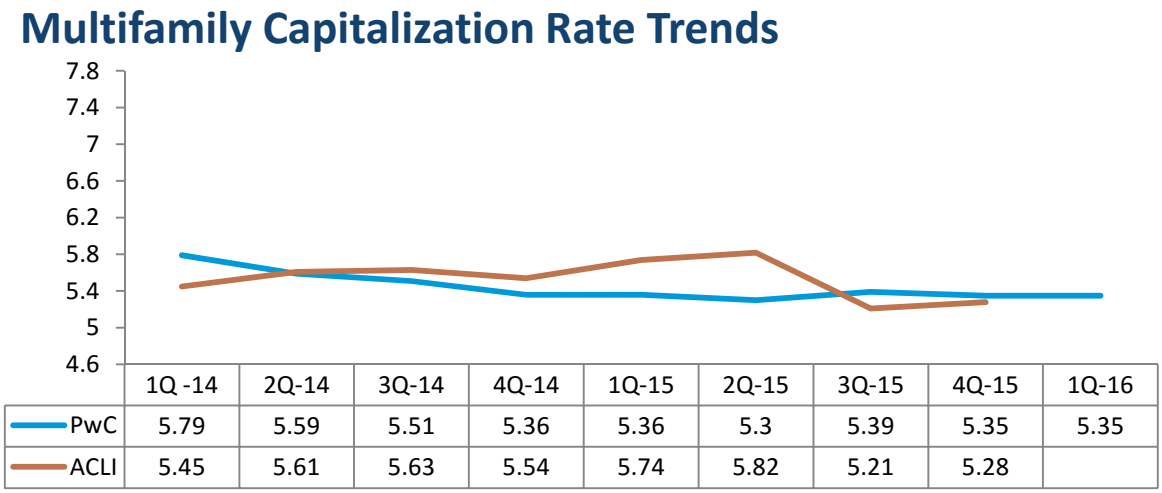
National Investor Surveys

Data pertaining to investment grade properties from the PwC, ACLI, and Viewpoint surveys are summarized in the exhibits that follow.

Capitalization Rate Surveys – Multifamily Properties

	IRR-Viewpoint Year End 2015 National Urban Multifamily	IRR-Viewpoint Year End 2015 National Suburban Multifamily	PwC 1Q-2016 National Apartment	ACLI 4Q-2015 National Apartment
Range	3.75% - 7.75%	4.0% - 6.75%	3.50% - 8.0%	NA
Average	5.34%	5.48%	5.35%	5.28%

Source: IRR-Viewpoint 2015; PwC Real Estate Investor Survey; American Council of Life Insurers Investment



PwC- PwC Real Estate Investor Survey - National Apartment Market
ACLI - American Council of Life Insurers Investment Bulletin - Apartment Properties

The most current national survey data indicates that a going-in capitalization rate for the national apartment market ranges from 3.5% to 8.0% and averages ranging from 5.28% to 5.48%. We would expect the rate appropriate to the subject to be above the average rate in the survey data because of its submarket location. Accordingly, based on the survey data, a capitalization rate within a range of 5.25% to 5.75% could be expected for the subject.

Band of Investment

The band of investment method derives a capitalization rate from the weighted average of the mortgage and equity demands on net income generated from the property. This method involves an estimate of typical financing terms as well as an estimated rate of return on equity capital sufficient to attract investors. The rate indicated by this method is shown in the following table.

Band of Investment Method					
Lender Survey					
Lender	Term	Max LTV	Amort. (Years)		Interest Rate
Freddie Mac	10 Year	80%	30		4.12% - 4.32%
Fannie Mae	10 Year	80%	30		3.93% - 4.55%
HUD FHA 223(f)	35 Year	83%	35		3.60%
Mortgage/Equity Assumptions					
Loan To Value Ratio	80%				
Interest Rate	4.25%				
Amortization (Years)	30				
Mortgage Constant	0.0590				
Equity Ratio	20%				
Equity Dividend Rate	5.00%				
Weighted Average of Mortgage and Equity Requirements					
Mortgage Requirement	80%	x	5.90%	=	4.72%
Equity Requirement	20%	x	5.00%	=	1.00%
Indicated Capitalization Rate					**5.72%**
Rounded					**5.75%**

Capitalization Rate Conclusion

Based on the preceding analysis, a going-in capitalization rate for the subject is indicated within a range of 5.25% to 6.00%.

To conclude a capitalization rate, we consider each of the following investment risk factors to determine its impact on the capitalization rate. The direction of each arrow in the following table indicates our judgment of an upward, downward, or neutral impact of each factor.

Risk Factor	Issues	Impact on Rate
Income Characteristics	Stability of occupancy, above/below market rents, rent control.	↔
Competitive Market Position	Construction quality, appeal, condition, effective age, functional utility.	↔
Location	Market area demographics and life cycle trends; proximity issues; access and support services.	↔
Market	Vacancy rates and trends; rental rate trends; supply and demand.	↔
Highest & Best Use	Upside potential from redevelopment, adaptation, expansion.	↔
Overall Impact		↔

Considering the quality of the subject's income stream and its competitive position in the market, we conclude a capitalization rate as follows:

Capitalization Rate Conclusion	
Going-In Capitalization Rate	5.50%

Direct Capitalization Analysis

Net operating income is divided by the capitalization rate to indicate the stabilized, as-is value of the subject. Valuation of the subject by direct capitalization is shown below.

Direct Capitalization	
Effective Gross Income	$2,559,250
Expenses	$1,172,066
Net Operating Income	$1,387,184
Capitalization Rate	5.50%
Indicated Value	$25,221,520
Rounded	$25,220,000

Reconciliation and Conclusion of Value - As A Market Rental Property

Reconciliation involves the weighting of alternative value indications, based on the judged reliability and applicability of each approach to value, to arrive at a final value conclusion. Reconciliation is required because different value indications result from the use of multiple approaches and within the application of a single approach. The values indicated by our analyses are as follows:

Summary of Value Indications	
Cost Approach	Not Used
Sales Comparison Approach	$22,000,000
Income Capitalization Approach	$25,220,000
Reconciled	$24,500,000

Cost Approach

The cost approach is most reliable for newer properties that have no significant amount of accrued depreciation. Due to the age of the subject improvements, estimates of depreciation are subjective, limiting the reliability of this approach. Additionally, the cost approach is not typically used by market participants, except for new properties. Accordingly, the Cost Approach is judged to be inapplicable and is not utilized.

Sales Comparison Approach

The sales comparison approach is most reliable in an active market when an adequate quantity and quality of comparable sales data are available. In addition, it is typically the most relevant method for owner-user properties, because it directly considers the prices of alternative properties with similar utility for which potential buyers would be competing.

Significant adjustments are required for many of the sales because of differences in the various elements of comparison. This reduces the reliability of this approach. As a result, the sales comparison approach is used primarily as support for the income capitalization approach.

Income Capitalization Approach

The income capitalization approach is usually given greatest weight when evaluating investment properties. The value indication from the income capitalization approach is supported by market data regarding income, expenses and required rates of return. An investor is the most likely purchaser of the appraised property, and a typical investor would place greatest reliance on the income capitalization approach. For these reasons, the income capitalization approach is given greatest weight in the conclusion of value.

Final Opinion of Value

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value Conclusion - Market			
Appraisal Premise	**Interest Appraised**	**Date of Value**	**Value Conclusion**
Market Value As Is, as a Market Rate Property	Fee Simple	April 19, 2016	$24,500,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. We assume that all data furnished to us and relied upon is true and correct.
2. We have assumed and our conclusions are based upon the assumption that the dwelling units we inspected are representative of the quality/condition of those we did not inspect.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The subject is restricted by the Housing Credit, Tax-Exempt Bond and SAIL programs. Therefore, operation solely as a market rate project is a hypothetical condition.

The opinions of value expressed in this report are based on estimates and forecasts that are prospective in nature and subject to considerable risk and uncertainty. Events may occur that could cause the performance of the property to differ materially from our estimates, such as changes in the economy, interest rates, capitalization rates, financial strength of tenants, and behavior of investors, lenders, and consumers. Additionally, our opinions and forecasts are based partly on data obtained from interviews and third party sources, which are not always completely reliable. Although we are of the opinion that our findings are reasonable based on available evidence, we are not responsible for the effects of future occurrences that cannot be reasonably foreseen at this time.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local multifamily market, it is our opinion that the probable exposure time for the subject at the concluded market value stated previously is 3 to 6.

Marketing Time

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject is likely to be the same as the exposure time. Accordingly, we estimate the subject's marketing period at 3 to 6.

Exposure Time and Marketing Period	
Exposure Time (Months)	3 to 6
Marketing Period (Months)	3 to 6

Our estimate is supported by the following national investor survey data.

Multifamily Average Marketing Time (Months)	
	PwC 1Q-2016 Apartment Market
Range	1 - 9
Average	3.8

Source: PwC Real Estate Investor Survey

Valuation Subject To Income and Rent Restrictions

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Applicable	Utilized

Sales Comparison Approach – As Restricted

The sales comparison approach develops an indication of value by comparing the subject to sales of similar properties. The steps taken to apply the sales comparison approach are:

- Identify relevant property sales;
- Research, assemble, and verify pertinent data for the most relevant sales;
- Analyze the sales for material differences in comparison to the subject;
- Reconcile the analysis of the sales into a value indication for the subject.

To apply the sales comparison approach, we searched for sale transactions within the following parameters:

- Property Type: Garden Style Apartments
- Size: 100 to 400 Units
- Location: The State of Florida
- Age/Quality: Built from 1985 to 2005
- Transaction Date: Since January 1, 2015

For this analysis, we use price per unit as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The sales considered most relevant are summarized in the following table.

Summary of Comparable Improved Sales - Restricted

No.	Name/Address	Sale Date; Status	Yr. Blt.; # Stories; % Occ.	# Units; Rentable SF; Avg Unit SF	Effective Sale Price	$/Unit; $/SF	NOI/Unit; NOI/SF; Exp. Ratio	Cap Rate
1	Pasco Woods Apartments 6220 Ryerson Cir. Wesley Chapel Pasco County FL	May-16 In-Contract	2000 2 99%	200 238,768 1,194	$15,308,191	$76,541 $64.11	$4,328 $3.63 55%	5.65%
	Comments: This is a current contract for the purchase of a 200 unit LIHTC property. The financial projections are IRR's estimate for Year 1 and are based on income in place, a vacancy and collection loss of 4.0%, concessions of 0.5% and an analysis of actual operating expenses from 2013 through 2015. Reserves of $250 per unit are included and real estate taxes were adjusted upward based on a reassessment to 75% of the sale price.							
2	Stonebridge Landings 7603 Fort Desoto St. Orlando Orange County FL	Feb-15 Closed	1999 3 99%	272 268,464 1,038	$21,800,000	$80,147 $81.20	$5,105 $5.17 48%	6.37%
	Comments: Stonebridge Landings is an existing, LIHTC, multifamily property containing 272 dwelling units. The property is located at the northeast corner of S. Goldenrod Road and Fort Jefferson Boulevard, Orlando, Orange County, Florida. The improvements were constructed in 1999 and were in average condition at the time of sale. The property offers one, two, and three bedroom units ranging in size from 709 to 1,081 square feet, with an average unit size of 987 square feet. All units are restricted to 60% AMI. Unit features include average grade kitchen countertops, standard appliance packaged (including microwave), washer/dryer hook-ups, walk-in closets, and carpet/vinyl flooring. Project amenities include clubhouse, community pool, fitness center, playground, and car care area. *The one, three, and five mile radius indicate a population of 13,900, 95,779, and 201,412, respectively. The one, three, and five mile radius indicate a median household income of $42,590, $42,549, and $45,957, respectively. The property was 99% occupied at the time of sale. The property has multiple LURA agreements in-place with an expiration date of December 2030.*							
3	Sawyer Estates 4201 Sawyer Cir. Saint Cloud Osceola County FL	Mar-16 In-Contract	1999 2 100%	192 215,408 1,122	$12,500,000	$65,104 $58.03	$4,081 $3.64 56%	6.27%
	Comments: This is the contract of an existing LIHTC multifamily property containing 192 units (163 units at 60% and 29 units at 35% AMI), known as Sawyer Estates. The property is located along the east side of Old Canoe Creek Road, south of W. New Nolte Road, Saint Cloud, Osceola County, Florida. The improvements were completed in 1999 and were in average condition. We note that the property has not been recently renovated. The property offers one, two, and three bedroom units with a standard unit features and appliance package. Project amenities include clubhouse, community pool, basketball court, picnic and BBQ areas, playground, and laundry facility. *The one, three, and five mile radius indicate a population of 7,904, 39,782, and 68,332, respectively. The one, three, and five mile radius indicate a median household income of $47,466, $46,342, and $45,528, respectively.* *The property is listed for a price of $12,500,000, or $65,104 per unit. The property was exposed on the market for 40 days before a purchase contract was accepted. The property was 100% occupied at the time of contract. The seller received a total of 6 offers, with 4 final and best offers. The agent indicated that a purchase price is near the listing price of $12,500,000, with multiple back up offers. The IRR Projection NOI is $783,579, which indicates an applied capitalization rate of 6.27%. The financials included a reserves, management fee, and tax being adjusted to sales price.*							
4	Madalyn Landing 500 Malabar Rd. SW. Palm Bay Brevard County FL	Jan-15 Closed	1999 2 96%	304 346,958 983	$18,100,000	$59,539 $52.17	$3,355 $2.94 –	5.64%
	Comments: This LIHTC apartment project is located on the south side of Malabar Road NW, County, east of Jupiter Boulevard SW in Palm Bay, Brevard County, Florida. The property contains 304 dwelling units located within 19, two-story, residential buildings, and one clubhouse building. The improvements were constructed in 1999 and were 96% leased at the time of sale. The project is encumbered with a Low Income House Tax Credit (LIHTC) agreement which requires all units to be leased to low income households earning 60% or less of the median household income for the area. Additionally, the property also accepts Section 8 tenants. We have included the capitalization rate related to this sale based on the provided buyer's pro-forma.							
5	Kendall Court 10535 Lem Turner Rd. Jacksonville Duval County FL	May-15 Closed	1999 3 93%	360 396,954 985	$19,000,000	$52,778 $47.86	$3,142 $2.85 59%	5.95%
	Comments: A total of 19 units have been upgraded and are achieving rent $40 to $80 higher than units with original finishes. Upgrades include new cabinets and countertops, paint, light fixtures, appliances and floors. *According to the FHFC in-service list, this property has 100% of its units at the 60% set aside under the Housing Credit program. It has a 30-year compliance period that began in 1999, so there are 14 years remaining.*							

Comparable Improved Sales Map - Restricted

Sale 1
Pasco Woods Apartments

Sale 2
Stonebridge Landings

Sale 3
Sawyer Estates Apartments

Sale 4
Madalyn Landing

Sale 5
Kendall Court

Adjustment Factors

The sales are compared to the subject and adjusted to account for material differences that affect value. The sale properties are compared to the subject based on factors such as location, amenities, general desirability, occupancy, etc.

Since properties like the subject are bought and sold based on their income potential, adjustments are applied to the sales based on differences in actual economic performance. A level of risk adjustment was also applied based upon the capitalization rate. The subjective analysis of the differences and similarities is used to support or refute the reasonableness of the adjustments indicated by comparing the actual income generated by the comparables to that estimated for the subject property. The stabilized adjustments are based on the subject's current estimated net operating income estimate of $867,443, or $4,337 per unit and estimated overall rate of 5.65%.

A summary of our adjustments is provided in the following table.

Improved Sales Adjustment Grid - Restricted

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Property Name	Pasco Woods Apartments	Pasco Woods Apartments	Stonebridge Landings	Sawyer Estates Apartments	Madalyn Landing	Kendall Court
Address	6220 Ryerson Circle	6220 Ryerson Cir.	7603 Fort Desoto St.	4201 Sawyer Cir.	500 Malabar Rd. SW.	10535 Lem Turner Rd.
City	Wesley Chapel	Wesley Chapel	Orlando	Saint Cloud	Palm Bay	Jacksonville
County	Pasco	Pasco	Orange	Osceola	Brevard	Duval
State	Florida	FL	FL	FL	FL	FL
Sale Date		May-16	Feb-15	Mar-16	Jan-15	May-15
Sale Status		In-Contract	Closed	In-Contract	Closed	Closed
Sale Price		$15,308,191	$21,800,000	$12,500,000	$18,100,000	$19,000,000
Description of Adjustment						
Effective Sale Price		$15,308,191	$21,800,000	$12,500,000	$18,100,000	$19,000,000
Gross Building Area	240,788	240,788	294,750	228,823	347,146	396,954
Rentable Floor Area	238,768	238,768	268,464	215,408	346,958	396,954
Number of Units	200	200	272	192	304	360
Avg SF Per Unit	1,194	1,194	1,038	1,122	983	985
Year Built	2000	2000	1999	1999	1999	1999
NOI Per Unit	$4,337	$4,328	$5,105	$4,081	$3,355	$3,142
Cap Rate - Calculated	5.65%	5.65%	6.37%	6.27%	5.64%	5.95%
Occupancy	97%	99%	99%	100%	96%	93%
Building Class	B	B	B	B	B	B
Database ID		1333395	1144683	1254405	1160884	1228802
Price per Unit		**$76,541**	**$80,147**	**$65,104**	**$59,539**	**$52,778**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Leased Fee
% Adjustment		–	–	–	–	–
$ Adjustment		$0	$0	$0	$0	$0
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–
$ Adjustment		$0	$0	$0	$0	$0
Conditions of Sale		Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
% Adjustment		–	–	–	–	–
$ Adjustment		$0	$0	$0	$0	$0
Cumulative Adjusted Price		**$76,541**	**$80,147**	**$65,104**	**$59,539**	**$52,778**
Qualitative Comparison						
Location		Similar	Similar	Similar	Similar	Similar
Project Size		Similar	Similar	Inferior	Inferior	Inferior
Age/Condition		Similar	Similar	Similar	Similar	Similar
Quality		Similar	Similar	Similar	Similar	Similar
Unit Features		Similar	Similar	Similar	Similar	Similar
Project Amenities		Similar	Similar	Similar	Similar	Similar
Unit Size / Unit Mix		Similar	Inferior	Inferior	Inferior	Inferior
Economic Characteristics		Similar	Similar	Similar	Similar	Similar
NOI Difference Per Unit		–	-15%	6%	29%	38%
$ Adjustment		$0	-$12,022	$3,906	$17,266	$20,056
Adjusted Price		$76,541	$68,125	$69,010	$76,806	$72,833
Cap Rate Difference		–	11%	10%	–	5%
$ Adjustment		$0	$8,816	$6,510	$0	$2,639
Adjusted Price		$76,541	$76,941	$75,521	$76,806	$75,472
Net $ Adjustment		$0	-$3,206	$10,417	$17,266	$22,694
Net % Adjustment		0%	-4%	16%	29%	43%
Final Adjusted Price		**$76,541**	**$76,941**	**$75,521**	**$76,806**	**$75,472**
Overall Adjustment		0%	-4%	16%	29%	43%

Range of Adjusted Prices	**$75,472 - $76,941**
Average	**$76,256**
Indicated Value	**$76,500**

Value Indication

Prior to adjustment, the sales reflect a range of $52,778 - $80,147 per unit. After adjustment, the range is narrowed to $75,472 - $76,941 per unit, with an average of $76,256 per unit. To arrive at an indication of value, we placed equal weight on all five sales.

Based on the preceding analysis, we arrive at a value indication as follows:

Value Indication by Sales Comparison	
Restricted	
Indicated Value per Unit	$76,500
Subject Units	200
Indicated Value	$15,300,000
Rounded	$15,300,000

Income Capitalization Approach – As Restricted

We have estimated the value of the subject property as an affordable project with rent and income restrictions. The property has 100% of its units set-aside for households earning 60% or less of the Area Median Income (AMI). The property is restricted by the Housing Credit, Tax Exempt Bond and SAIL programs. The subject's demographic commitment is Family.

Direct Capitalization Analysis

Direct capitalization of the projected first year net operating income is applied to estimate the market value of the subject property as though stabilized. The annual stabilized net operating income is divided by a market derived overall capitalization rate to indicate a value estimate. Absorption costs, if any, are deducted from the stabilized value to indicate a value as-is.

Occupancy and Rental Rates

The Unit mix and occupancy status of the subject is shown below.

Unit Mix and Occupancy

		Total Subject			
Unit Type	Unit Size	Total Units	Vacant Units	Occ. Units*	% Occ.
2BR/2BA	1,068	100	0	100	100%
3BR/2BA	1,320	100	2	98	98%
TOTAL/AVG.	1,194	200	2	198	99%

*Includes employee and model units, as applicable

As of the effective valuation date, the subject is leased. The property is considered to be at stabilized occupancy. One 2BR/2BA unit and one 3BR/2BA unit are currently occupied by employees.

A summary of rental rates at the property is shown in the following table.

Unit Mix With Rents

Unit Type	Set Aside	No. Of Units	Pct of Total	SF/Unit	Asking Net Rent	Current UA	Gross Rent
2BR/2BA	60% AMI	100	50.0%	1,068	$702	$100	$802
3BR/2BA Small	60% AMI	12	6.0%	1,134	$815	$112	$927
3BR/2BA Large	60% AMI	88	44.0%	1,345	$815	$112	$927
TOTAL/AVG.		200	100.0%	1,194	$759	$106	$865

Subject Rental Rates

Unit Type	Set Aside	No. of Units	Vacant	Leased[1]	% Occ.	SF/Unit	Asking Net Rent[1] Average	Asking Net Rent[1] Avg. $/SF	Contract Net Rent[2] Average	Contract Net Rent[2] Avg. $/SF
2BR/2BA	60% AMI	100	0	100	100%	1,068	$702	$0.66	$702	$0.66
3BR/2BA	60% AMI	12	0	12	100%	1,134	$815	$0.72	$815	$0.72
3BR/2BA	60% AMI	88	2	86	98%	1,345	$815	$0.61	$815	$0.61
TOTAL/AVG.		200	7	193	97%	1,194	$759	$0.64	$760	$0.63

1. Includes employee & model units, if any.
2. Figures are for tenant-occupied units only. Excludes any employee or model units.

The weighted average asking rent is $759 per month or $0.64 per square foot, which is similar to the weighted average contract rent of $760 per month or $0.63 per square foot. The property also accepts Section 8 vouchers and there are currently several units occupied by tenants receiving Section 8 rent subsidies. The maximum subsidized Section 8 rents at the property are equivalent to the Tax Credit rent. Please see Addenda for a copy of the latest rent roll.

Area Median Income (AMI)

The Housing Credit maximum rental rates are based on the area's median income and are gross rental rates, thus including an allowance for utilities. The 2016 Area Median Income for Pasco County is $59,200. This level is higher than the 2015 AMI of $59,000, but lower than the 2010 level of $59,400.

The subject's area has special income/rent limits for projects placed in service on or before December 31, 2008 under the 2008 Housing Economic Recovery Act (HERA). The HERA income/rent limits are higher than those permitted in properties placed in service after this date; therefore, higher rents are allowed for some of the comparables than those allowed for the subject.

Maximum Gross Restricted Rental Rates

The 2015 Housing Credit Maximum Restricted Rental Rates for the subject's set asides are summarized as follows:

Maximum Gross Rental Rates

	Rent Limit By Number of Bedrooms in Unit					
Set-Aside	0	1	2	3	4	5
Non-HERA						
60% AMI	$622	$666	$799	$924	$1,030	$1,137
HERA						
60% AMI	$624	$669	$802	$927	$1,035	$1,141

The maximum rental rates are gross rental rates, thus include an allowance for utilities. Since the subject property was under operation before 2008, HERA Maximum Gross Rents apply.

Utilities Allowances

The division of expense responsibilities between the tenants and property owner is detailed as follows. The division of expense responsibilities between the tenants and property owner is detailed as follows.

Utilities Expenses	
Tenant-Paid Utilities	Owner-Paid-Utilities
In-Unit Electric	Water
Cable	Sewer
Broadband	Trash
	Common Area Electric
	Common Area Water

We have estimated the utilities allowances for the subject based on the current Withlacoochee Regional Electric Company (WREC) utility allowance schedule for the property, with an effective date of January 6, 2015. The schedule is included in the Addenda.

The utilities allowances are deducted from the maximum gross rental rates in order to determine the maximum net rental rates as restricted by the Housing Credit program.

Maximum Allowable Net Rent Calculations

The following chart illustrates the 2015 maximum net rent calculations for the subject property.

Maximum Net Rent Calculation						
Unit Type	Set Aside	No. Of Units	SF/Unit	Maximum Gross Rent	U/A	Maximum Net Rent
2BR/2BA	60% AMI	100	1,068	$802	$100	$702
3BR/2BA Small	60% AMI	12	1,134	$927	$112	$815
3BR/2BA Large	60% AMI	88	1,345	$927	$112	$815
Total/Avg.		200	1,194	$865	$106	$759

Market Rent Analysis

Our analysis considers the restricted rent of each basic unit type within the subject. To estimate an achievable restricted rent, we analyzed comparable rentals that fall within the following parameters:

- Location: Within a 25-mile radius of the property
- Property Type: Rent and income restricted properties with a family demographic.
- Set Asides: Properties with a majority of units at higher or lower set asides would be excluded. All of the properties selected have reasonably similar set asides.

Comparable rentals considered most relevant are summarized in the following tables.

Summary of Comparable Rentals

No.	Property Name; Address	Survey Date	Yr Built; Stories	Unit Mix	# Units; % Occ.	Avg. Unit SF	Avg. Rent/ Month	Avg. Rent/ SF
	Fort King Colony	4/18/2016	2011		220			
1	6900 Aqua Vista Dr.		3		100%			
	Zephyrhills							
				1BR/1BA	6	766	$323	$0.42
				1BR/1BA	54	766	$602	$0.79
				2BR/2BA	10	969	$395	$0.41
				2BR/2BA	38	969	$729	$0.75
				2BR/2BA	48	1,022	$729	$0.71
				3BR/2BA	6	1,236	$460	$0.37
				3BR/2BA	26	1,236	$847	$0.69
				3BR/2BA	32	1,288	$847	$0.66
	Tenant-Paid Utilities:		–					
	Unit Features:		Air Conditioning, Washer/Dryer Hookup, Walk-in Closets, Patios/Balcony, Ceiling Fans, 9 ft Ceilings					
	Project Amenities:		Clubhouse/Rec. Bldg., Fitness Room, Laundry Facility, Swimming Pool, Playground, Car Care Area, Media Room, BBQ/Picnic Area, Business Center, Wi Fi					
	Comments:		No concessions at this time. A washer/dryer rental is available for $39 per month.					
	Arbours at Ft. King	4/18/2016	2011		94			
2	12861 Stately Oaks St.		–		97%			
	Dade City							
				1BR/1BA	4	874	$280	$0.32
				1BR/1BA	30	874	$545	$0.62
				2BR/2BA	4	1,120	$466	$0.42
				2BR/2BA	32	1,120	$659	$0.59
				3BR/2BA	2	1,288	$401	$0.31
				3BR/2BA	22	1,288	$738	$0.57
	Tenant-Paid Utilities:		Sewer, Water, Cable, Broadband, In-Unit Electric					
	Unit Features:		Ceiling Fans, Dishwasher, Disposal, Patios/Balcony, Storage in Unit, Washer/Dryer In Unit					
	Project Amenities:		Clubhouse/Rec. Bldg., Playground, Swimming Pool, Car Care Area					
	Comments:		The unit mix for the distribution of the 35% and 60% units was allocated based on the overall set aside percentages.					

Summary of Comparable Rentals

No.	Property Name; Address	Survey Date	Yr Built; Stories	Unit Mix	# Units; % Occ.	Avg. Unit SF	Avg. Rent/ Month	Avg. Rent/ SF
	Heritage Pines Apartments	4/18/2016	2000		340			
3	10501 Cross Creek Blvd.		3		98%			
	Tampa							
				1BR/1BA	84	814	$563	$0.69
				2BR/2BA	128	1,079	$658	$0.61
				3BR/2BA	96	1,201	$735	$0.61
				4BR/3BA	32	1,434	$792	$0.55
	Tenant-Paid Utilities:		Sewer, Water, Cable, Broadband, In-Unit Electric					
	Unit Features:		Ceiling Fans, Dishwasher, Disposal, Storage in Unit, Walk-in Closets, Washer/Dryer Hookup					
	Project Amenities:		Clubhouse/Rec. Bldg., Fitness Room, Gated Entrance, Swimming Pool, Volleyball, Business Center, Car Care Area, Wi Fi, Picnic Area, Playground					
	Comments:		No concessions. Optional washer/dryer rental for $45 per month and optional cable package is available for $83 per month.					
	Morgan Creek	4/18/2016	2004		336			
4	17200 Madison Green Dr.		3		99%			
	Tampa							
				2BR/2BA	22	943	$593	$0.63
				2BR/2BA	194	943	$727	$0.77
				3BR/2BA	12	1,199	$691	$0.58
				3BR/2BA	108	1,199	$846	$0.71
	Tenant-Paid Utilities:		Cable, Broadband, In-Unit Electric					
	Unit Features:		Carpets/Drapes/Blinds, Ceiling Fans, Central AC, Washer/Dryer Hookup, Walk-in Closets, Microwave					
	Project Amenities:		Clubhouse/Rec. Bldg., Laundry Facility, Fitness Room, Playground, Swimming Pool, Volleyball, Car Care Area, Business Center					
	Comments:		Washer/dryers are available for an additional $41/month. Cable packages are also available for an additional $53/month. Concessions: None.					
	Weston Oaks Apartments	4/18/2016	2001		200			
5	1251 Weston Oaks Dr.		3		97%			
	Holiday							
				1 BR/ 1 BA	6	651	$282	$0.43
				1BR/1BA	34	651	$617	$0.95
				2 BR/ 2 BA	15	926	$315	$0.34
				2 BR/ 2 BA	81	926	$716	$0.77
				3 BR/ 2 BA	10	1,089	$364	$0.33
				3 BR/ 2 BA	54	189	$828	$4.38
	Tenant-Paid Utilities:		Cable, Broadband, In-Unit Electric					
	Unit Features:		Ceiling Fans, Dishwasher, Washer/Dryer Hookup, Air Conditioning, Carpets/Drapes/Blinds, Disposal, Microwave, Walk-in Closets					
	Project Amenities:		Swimming Pool, Clubhouse/Rec. Bldg., Laundry Facility, Basketball, Fitness Room, Volleyball, Gated Entrance, Business Center, Picnic/ BBQ Area, Car Care Area					

Comparable Rentals Map

Rent Survey 1
Fort King Colony

Rent Survey 2
Arbours at Ft. King

Rent Survey 3
Heritage Pines Apartments

Rent Survey 4
Morgan Creek

Rent Survey 5
Weston Oaks Apartments

Rental Analysis Factors

The impact of utilities included in the rents is inherent in the utilities allowances, which are added to the net rents of the comparables. The comparables were adjusted for the utilities and services provided in the rental rates.

Within restricted rate projects, we have found that rental rates are less sensitive to the size of the units than they are to the overall appeal of the complex. Thus, no adjustment is made for size and less consideration has been given to the rental rate per square foot. However, we have found that projects with larger units in similar areas typically are more capable of commanding the maximum rental rates and have higher occupancy rates. Similarly, the number of bathrooms in the units is not typically an adjustment, but can impact marketability and occupancy.

In the analysis, we considered the occupancy rates in the comparable complexes in order to assess the market's acceptance of the project's rental rates. The rents shown are net of concessions, if applicable.

Comparable Rental Adjustment Grids

The following tables summarize the adjustments made to the comparable rentals. Separate tables are provided for different unit types.

2BR/2BA Analysis – 60% AMI

Rental Adjustment Grid - 2BR/2BA 60% AMI

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Property Name	Pasco Woods Apartments	Fort King Colony	Arbours at Ft. King	Heritage Pines Apartments	Morgan Creek	Weston Oaks Apartments
Database Record		37	44	48	52	58
Address	6220 Ryerson Circle	6900 Aqua Vista Dr.	12861 Stately Oaks St.	10501 Cross Creek Blvd.	17200 Madison Green Dr.	1251 Weston Oaks Dr.
City	Wesley Chapel	Zephyrhills	Dade City	Tampa	Tampa	Holiday
County	Pasco	Pasco	Pasco	Hillsborough	Hillsborough	Pasco
State	Florida	FL	FL	FL	FL	FL
Survey Date		Apr-16	Apr-16	Apr-16	Apr-16	Apr-16
Unit Type	2BR/2BA	2BR/2BA	2BR/2BA	2BR/2BA	2BR/2BA	2 BR/ 2 BA
Average Unit SF	1,068	1,022	1,120	1,079	943	926
Average Rent/Mo	$702	$729	$659	$658	$727	$716
Rent/SF	$0.66	$0.71	$0.59	$0.61	$0.77	$0.77
Year Built	2000	2011	2011	2000	2004	2001
Property Class	B	B	B	B	B	B
Database ID		1331012	1331026	1331013	1331014	1331100
Average Rent/Month		**$729**	**$659**	**$658**	**$727**	**$716**
Utilities Adjustment						
$ Adjustment		$73	$122	$144	$75	$86
Gross Rent/Month		**$802**	**$781**	**$802**	**$802**	**$802**

2016 Maximum 60% AMI Gross Rent	$799
2016 Maximum 60% AMI Gross Rent - HERA	$802

		Asking Net Rent	Utility Allowance	Gross Rent
Pasco Woods Apartments	60% AMI	$702	$100	$802
Concluded Market Rent	**60% AMI**	**$702 ($0.66/SF)**		

Four of the five comparables are achieving rents at the current maximum rents. The maximum gross rent for the HERA properties is $802. The maximum gross rent for new properties is $799. The subject qualifies for the HERA rents. The subject's 2BR/2BA units at 60% AMI are 100% occupied. The average rental net rate was $702 and typical recent leases have been $702 per month.

Based upon this analysis, we estimate that the subject will attain a gross rent of $802; deducting $100 for the utilities allowance results in a net restricted rent for the subject's 2BR/2BA units of $702. Our estimate is equal to the 2016 maximum allowable rent.

3BR/2BA Analysis – 60% AMI

Rental Adjustment Grid - 3BR/2BA 60% AMI

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Property Name	Pasco Woods Apartments	Fort King Colony	Arbours at Ft. King	Heritage Pines Apartments	Morgan Creek	Weston Oaks Apartments
Database Record		40	46	49	54	60
Address	6220 Ryerson Circle	6900 Aqua Vista Dr.	12861 Stately Oaks St.	10501 Cross Creek Blvd.	17200 Madison Green Dr.	1251 Weston Oaks Dr.
City	Wesley Chapel	Zephyrhills	Dade City	Tampa	Tampa	Holiday
County	Pasco	Pasco	Pasco	Hillsborough	Hillsborough	Pasco
State	Florida	FL	FL	FL	FL	FL
Survey Date		Apr-16	Apr-16	Apr-16	Apr-16	Apr-16
Unit Type	3BR/2BA	3BR/2BA	3BR/2BA	3BR/2BA	3BR/2BA	3 BR/ 2 BA
Average Unit SF	1,320	1,288	1,288	1,201	1,199	189
Average Rent/Mo	$815	$847	$738	$735	$846	$828
Rent/SF	$0.72	$0.66	$0.57	$0.61	$0.71	$4.38
Year Built	2000	2011	2011	2000	2004	2001
Property Class	B	B	B	B	B	B
Database ID		1331012	1331026	1331013	1331014	1331100
Average Rent/Month		**$847**	**$738**	**$735**	**$846**	**$828**
Utilities Adjustment						
$ Adjustment		$80	$138	$192	$81	$99
Gross Rent/Month		**$927**	**$876**	**$927**	**$927**	**$927**

2015 Maximum 60% AMI Gross Rent	$924
2015 Maximum 60% AMI Gross Rent - HERA	$927

		Asking Net Rent	Utility Allowanc	Gross Rent
Pasco Woods Apartments	60% AMI	$815	$112	$927
Concluded Market Rent	**60% AMI**	**$815 ($0.62/SF)**		

Four of the five comparables are achieving rents at the current maximum rents. The maximum gross rent for the HERA properties is $927. The maximum gross rent for new properties is $924. The subject qualifies for the HERA rents. The subject's 3BR/2BA units at 60% AMI are 98% occupied. The average rental net rate was $815 and typical recent leases have been $815 per month.

Based upon this analysis, we estimate that the subject will attain a gross rent of $927; deducting $112 for the utilities allowance results in a net restricted rent for the subject's 3BR/2BA units of $815. Our estimate is equal to the 2016 maximum allowable rent.

Gross Income Estimate

Potential Gross Rent

The following table summarizes the potential gross rent of the subject based on the estimated market rent. The total is the potential rent that would be generated if the entire property were leased at the restricted rates.

Figures presented below reflect the 12-month period following the effective date of the appraisal.

Potential Rent - Restricted

Unit Type	Set Aside	No. Of Units	SF/Unit	Net Rent/ Month	Annual Restricted Rental Income
2BR/2BA	60% AMI	100	1,068	$702	$842,400
3BR/2BA Small	60% AMI	12	1,134	$815	$117,360
3BR/2BA Large	60% AMI	88	1,345	$815	$860,640
Total/Avg		200	1,194	$759	$1,820,400

Employee/Model Units

Market rent is assigned to employee and model units in our income projections. Later, in our projection of expenses, rent loss attributable to these units is deducted as an expense. For employee occupied units, the difference between market rent and actual employee rent payments is deducted as a payroll expense. For units being used as models, the amount of market rent is deducted as an advertising/marketing expense.

The property currently has one 2BR/2BA employee unit and one 3BR/2BA employee unit. The revenue loss for these units will be included as a payroll expense. The property does not have a model unit.

Expense Reimbursements

As leases do not provide for any tenant reimbursements of expenses, no expense recovery income is estimated.

Other Income

The other income category includes any other income from the property including revenues from laundry facilities, vending machines, late charges, forfeited security deposits and other miscellaneous sources. Total other income is projected at 175,000, before vacancy and rent loss, based on the subject's historical receipts and current budget.

Vacancy & Collection Loss Allowance

As discussed previously, the current submarket vacancy rate is 6.94%. Vacancy rates among directly competing properties range from 0% to 3.5%, with an average of about 1.8%. The vacancy rate at the subject has ranged from 1% to 9% from 2013 to 2015. Based on this information and considering likely credit risk, we conclude a stabilized vacancy and collection loss allowance for the subject of 6.0% of potential gross income.

Concessions

A deduction is made to reflect income loss due to free rent and other tenant concessions that are customary at the subject and also typical in the market. Based on historical concessions at the subject and current budgeted amounts, a deduction of 0.5% of potential gross income is reasonable.

Effective Gross Income

Based on the preceding estimates of gross income less allowances if any for vacancy, collection loss, and concessions, effective gross income is calculated at $1,913,482, or $9,567 per unit.

Operating Expenses

We requested three years of historical operating data, year-to-date figures, and a current budget for the property. We were provided with operating information for 2013, 2014 and 2015.

To develop projections of stabilized operating expenses, we analyze the subject's expenses and comparable data. The following table summarizes our analysis. As appropriate, the owner's operating expenses are reclassified into standard categories and exclude items that do not reflect normal operating expenses for this type of property.

Operating Proforma - Restricted	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Income				
Rental Income	$1,758,757	$1,773,684	$1,816,580	$1,820,400
Potential Gross Income*	$1,758,757	$1,773,684	$1,816,580	$1,820,400
Vacancy & Collection Loss @ 4.0%	(145,970)	(176,231)	(140,896)	($72,816)
Concessions @ 0.5%	(72,264)	(33,320)	(13,204)	($9,102)
Other Income	169,703	188,280	170,147	$175,000
Effective Gross Income	$1,612,787	$1,597,453	$1,675,684	$1,913,482
Expenses				
Real Estate Taxes	$103,084	$100,509	$113,190	$189,230
Insurance	$74,635	$80,697	$75,535	$76,000
General/Administrative	$49,971	$59,518	$46,428	$50,000
Advertising & Marketing	$4,187	$5,907	$907	$10,000
Payroll/Benefits	$183,657	$171,961	$177,713	$240,000
Utilities				
Electric & Gas	$19,478	$17,935	$20,470	$20,000
Water/Sewer	$127,248	$136,451	$159,259	$155,000
Trash Collection	$21,191	$20,084	$20,672	$21,000
Cable	$0	$0	$0	$0
Security	$0	$0	$0	$0
Painting & Decorating	$29,005	$29,729	$29,716	$30,000
Repairs/Maintenance	$70,698	$69,065	$59,538	$70,000
Grounds Maintenance	$19,373	$16,646	$19,067	$20,000
Management	$92,957	$95,265	$99,352	$114,809
Replacement Reserves	$0	$0	$0	$50,000
Total Expenses	$795,484	$803,767	$821,847	$1,046,039
Net Operating Income	$817,303	$793,686	$853,837	$867,443
Operating Expense Ratio**	49.3%	50.3%	49.0%	54.7%

Operating Expense Analysis by Category

Discussions of our operating expense projections are presented in the following paragraphs.

Real Estate Taxes

This expense category includes all local, county, and state property tax levies, including special assessments. Our projection is based on the property assessment and tax rate for the subject, as discussed previously in the Real Estate Tax Analysis.

Real Estate Taxes Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$103,084	$100,509	$113,190	$189,230
$/Unit	$673	$1,108	$281	$438	$515	$503	$566	$946

Insurance

Insurance expense includes property and casualty insurance for the subject. Our projection is based on the subject's historical and comparable data, as shown below. We placed the most weight on the subject's most recent operating history.

Insurance Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$74,635	$80,697	$75,535	$76,000
$/Unit	$397	$378	$388	$471	$373	$403	$378	$380

General/Administrative

General and administrative expenses consist of general office expenses for onsite personnel, legal and accounting fees, license fees, and business taxes. Our projection is similar the subject's historical expense.

General/Administrative Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$49,971	$59,518	$46,428	$50,000
$/Unit	$364	$413	$234	$377	$250	$298	$232	$250

Advertising/Marketing

This category includes costs of all advertising and promotional activities as well as leasing fees and referral fees, and rent loss from units used as models. The subject is located in a stable neighborhood and would need a normal marketing effort to maintain stabilized occupancy. We reconciled between the operating history and the comparable data.

Advertising & Marketing Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$4,187	$5,907	$907	$10,000
$/Unit	$117	$42	$129	$101	$21	$30	$5	$50

Payroll/Benefits

This expense category includes the salaries for both office (management and leasing) and maintenance personnel, along with payroll expenses such as FICA, unemployment tax, workers' compensation and health insurance. It also includes the cost of employee occupied apartment units, based on the difference between market rent and actual rent charged to employees. Currently, there is one 2BR/2BA unit and one 3BR/2BA unit that are discounted 100% to employees. We have considered the difference between market rent and actual employee rent payments as a payroll expense.

Our projection is near the high end of the range indicated by the subject's actual expenses and the comparable data due to the inclusion of the employee unit expense.

Payroll/Benefits Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$183,657	$171,961	$177,713	$240,000
$/Unit	$1,332	$1,214	$1,306	$1,205	$918	$860	$889	$1,200

Utilities

Utilities expenses typically include heating fuel, electric, gas, water, sewer, and trash removal. In this case, the owner's expenditures for utilities include common area electric and gas, water and sewer, trash collection and cable for the clubhouse. Utility charges directly billed to tenants that are not part of this analysis are: in-unit electric, cable, internet.

Electric and Gas

The subject has landlord-paid electric and gas for the common areas. Tenants pay electric expenses for the occupied apartments. We place most weight on the subject's operating history.

Electric & Gas Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$19,478	$17,935	$20,470	$20,000
$/Unit	$198	$113	$91	$294	$97	$90	$102	$100

Water and Sewer

The property is individually metered for water and sewer. We place most weight on the subject's operating history. The indications we have relied upon are summarized as follows.

Water/Sewer Expense	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$127,248	$136,451	$159,259	$155,000
$/Unit	$28	$610	$637	$41	$636	$682	$796	$775

Trash Collection Service

The subject has landlord-paid trash removal expenses. We place most weight on the subject's operating history. The indications we have relied upon are summarized as follows:

Trash Collection Expense	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$21,191	$20,084	$20,672	$21,000
$/Unit	$134	$144	$116	$118	$106	$100	$103	$105

Cable Service –

The property does not have a cable expense.

Security

The property does not have an expense for security.

Painting/Decorating

This category includes painting, decorating and cleaning costs associated with the turnover of units. It includes supplies and independent contractor charges but excludes payroll costs. Our projection is based on the subject's actual expenses and the comparable data.

Painting & Decorating Expense	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$29,005	$29,729	$29,716	$30,000
$/Unit	$102	$71	$331	$224	$145	$149	$149	$150

Repairs/Maintenance

The subject will experience repairs and maintenance expenses for basic upkeep. Items such as appliance repairs are not refurbishment expenses, but are normal maintenance for an operating apartment complex. The property will also experience replacement expenses for items such as air conditioners, appliances, and carpeting, but these expenses are considered separately. The repairs and maintenance category does not include grounds maintenance, maintenance payroll, or turnover costs of painting and decorating.

Our projection of repairs/maintenance expenses is based on the subject's historical amounts.

Repairs/Maintenance Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$70,698	$69,065	$59,538	$70,000
$/Unit	$567	$330	$538	$218	$353	$345	$298	$350

Grounds maintenance

Grounds maintenance expenses include all labor contracts, supplies, and expenses associated with grounds keeping, landscaping, in-ground sprinkler systems, and pool maintenance at the project. Primary weight was given to the subject's historical amounts, which is lower than the comparable data.

Grounds Maintenance Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$19,373	$16,646	$19,067	$20,000
$/Unit	$224	$105	$151	$224	$97	$83	$95	$100

Management

Management charges are typically a percentage of collected revenues and cover the supervision of rent collections, leasing, property maintenance, and bookkeeping, but exclude payroll and benefits costs of onsite personnel. Typical management fees for properties of this type range from 3% to 5%. Considering the current management expenses at the subject and the complexity of the property, we project an overall management fee of 6.0% of effective gross income.

Management Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$92,957	$95,265	$99,352	$114,809
% of EGI	2.9%	2.9%	4.9%	5.3%	5.8%	6.0%	5.9%	6.0%
$/Unit	$284	$382	$376	$338	$465	$476	$497	$574

Replacement Reserves

Buyers in the multifamily market tend to include replacement reserves in an income and expense pro forma to reflect costs of replacing short-lived items such as appliances, carpet and vinyl floor coverings, window coverings and mechanical systems, such as hot water heaters and HVAC units. Reserves also consider short-lived building components such as the roof and parking lot paving.

Reserve requirements range from $100 to as high as $2,000 per unit annually, as shown by the following national investor survey data.

Replacement Reserves Per Unit	
Range	$100 - $2000
Average	$425

Source: PwC Real Estate Investor Survey, 1Q - 2015

An estimate of $250 per unit is considered reasonable, as shown by the following national investor survey data.

Replacement Reserves Expense								
	Comp 1 2015	Comp 2 2015	Comp 3 2015	Comp 4 2015	Actual 2013	Actual 2014	Actual 2015	IRR Projection
Total	–	–	–	–	$0	$0	$0	$50,000
$/Unit	$250	–	–	–	–	–	–	$250

Total Operating Expenses

Total operating expenses are projected at $1,046,039 overall, or $5,230 per unit. As additional support for our estimate, we consider data from the comparable sales for which reliable expense data is available, as summarized in the following table.

Expense Indications - Restricted Sale Comparables				
	Year Built	No. of Units	Expenses/Unit	Expense Ratio
Kendall Court	1999	360	4,485	58.8%
The Cove at St. Lucie	1999	144	5,127	58.8%
Mobley Park	2001	238	5,462	60.2%
Stonebridge Landings	1999	272	4,769	48.3%
Woodberry Woods	1996	348	4,890	54.8%

Net Operating Income

Based on the preceding income and expense projections, stabilized net operating income is estimated at $867,443, or $4,337 per unit, as shown next.

Projection of Net Operating Income - As Restricted		
	Annual	$/Unit
Income		
Rental Income	$1,820,400	$9,102
Potential Gross Income*	$1,820,400	$9,102
Vacancy & Collection Loss @ 4.0%	($72,816)	($364)
Concessions @ 0.5%	($9,102)	($46)
Other Income	$175,000	$875
Effective Gross Income	$1,913,482	$9,567
Expenses		
Real Estate Taxes	$189,230	$946
Insurance	$76,000	$380
General/Administrative	$50,000	$250
Advertising & Marketing	$10,000	$50
Payroll/Benefits	$240,000	$1,200
Utilities		
Electric & Gas	$20,000	$100
Water/Sewer	$155,000	$775
Trash Collection	$21,000	$105
Cable	$0	$0
Security	$0	$0
Painting & Decorating	$30,000	$150
Repairs/Maintenance	$70,000	$350
Grounds Maintenance	$20,000	$100
Management	$114,809	$574
Replacement Reserves	$50,000	$250
Total Expenses	$1,046,039	$5,230
NET OPERATING INCOME	$867,443	$4,337

Capitalization Rate Selection

A capitalization rate is used to convert net income into an indication of value. Selection of an appropriate capitalization rate considers the future income pattern of the property and investment risk associated with ownership. We use the following methods to derive a capitalization rate for the subject: analysis of comparable sales, review of national investor surveys, and the band of investment method.

Analysis of Comparable Sales

Capitalization rates derived from comparable sales are shown in the following table.

Capitalization Rate Comparables - Restricted Sales							
No.	Property Name	Year Built	Sale Date	% Occup.	No. Units	Price/Unit	Cap Rate
1	Pasco Woods Apartments	2000	5/24/16	99%	200	$76,541	5.65%
2	Stonebridge Landings	1999	2/27/15	99%	272	$80,147	6.37%
3	Sawyer Estates Apartments	1999	3/1/16	100%	192	$65,104	6.27%
4	Madalyn Landing	1999	1/23/15	96%	304	$59,539	5.64%
5	Kendall Court	1999	5/21/15	93%	360	$52,778	5.95%
	Average (Mean) Cap Rate						5.98%

The sales reflect overall capitalization rates of 5.64% to 6.50%, with an average of 6.15%. All of the comparables were purchased for continued apartment use (no condominium conversion sales or fractured condominiums). We estimate that the subject's rate should be within the range. The data used for the extraction of the rates from the sales is considered reliable and the best overall rate indications available. Therefore, the comparable improved sales provide a reliable indication of an overall capitalization rate for the subject.

Based on this information, a capitalization rate within a range of 5.60% to 6.50% would be expected for the subject.

National Investor Surveys

Data pertaining to investment grade properties from the PwC, ACLI, and Viewpoint surveys are summarized in the exhibits that follow.

Capitalization Rate Surveys – Multifamily Properties				
	IRR-Viewpoint Mid Year 2015 National Urban Multifamily	IRR-Viewpoint Mid Year 2015 National Suburban Multifamily	PwC 3Q-2015 National Apartment	ACLI 2Q-2015 National Apartment
Range	4.0% - 8.0%	4.0% - 7.0%	3.50% - 8.0%	NA
Average	5.44%	5.60%	5.39%	5.82%

Source: IRR-Viewpoint 2014; PwC Real Estate Investor Survey; American Council of Life Insurers Investment

	3Q-13	4Q-13	1Q -14	2Q-14	3Q-14	4Q-14	1Q-15	2Q-15	3Q-15
PwC	5.61	5.8	5.79	5.59	5.51	5.36	5.36	5.3	5.39
ACLI	5.81	5.45	5.45	5.61	5.63	5.54	5.74	5.82	

PwC- PwC Real Estate Investor Survey - National Apartment Market
ACLI - American Council of Life Insurers Investment Bulletin - Apartment Properties

The most current national survey data indicates that a going-in capitalization rate for the national apartment market ranges from 3.5% to 8.0% and averages ranging from 5.39% to 5.82%. We would expect the rate appropriate to the subject to be above the average rate in the survey data because of its submarket location. Accordingly, based on the survey data, a capitalization rate within a range of 5.50% to 6.00% could be expected for the subject.

Band of Investment

The band of investment method derives a capitalization rate from the weighted average of the mortgage and equity demands on net income generated from the property. This method involves an estimate of typical financing terms as well as an estimated rate of return on equity capital sufficient to attract investors. The rate indicated by this method is shown in the following table.

Band of Investment Method					
Lender Survey					
Lender	Term	Max LTV	Amort. (Years)		Interest Rate
Freddie Mac	10 Year	80%	30		4.12% - 4.32%
Fannie Mae	10 Year	80%	30		3.93% - 4.55%
HUD FHA 223(f)	35 Year	83%	35		3.60%
Mortgage/Equity Assumptions					
Loan To Value Ratio	80%				
Interest Rate	4.25%				
Amortization (Years)	30				
Mortgage Constant	0.0590				
Equity Ratio	20%				
Equity Dividend Rate	5.00%				
Weighted Average of Mortgage and Equity Requirements					
Mortgage Requirement	80%	x	5.90%	=	4.72%
Equity Requirement	20%	x	5.00%	=	1.00%
Indicated Capitalization Rate					**5.72%**
Rounded					**5.75%**

Capitalization Rate Conclusion

Based on the preceding analysis, a going-in capitalization rate for the subject is indicated within a range of 5.50% to 6.50%.

To conclude a capitalization rate, we consider each of the following investment risk factors to determine its impact on the capitalization rate. The direction of each arrow in the following table indicates our judgment of an upward, downward, or neutral impact of each factor.

Risk Factor	Issues	Impact on Rate
Income Characteristics	Stability of occupancy, above/below market rents, rent control.	↔
Competitive Market Position	Construction quality, appeal, condition, effective age, functional utility.	↔
Location	Market area demographics and life cycle trends; proximity issues; access and support services.	↔
Market	Vacancy rates and trends; rental rate trends; supply and demand.	↔
Highest & Best Use	Upside potential from redevelopment, adaptation, expansion.	↔
Overall Impact		↔

Considering the quality of the subject's income stream and its competitive position in the market, we conclude a capitalization rate as follows:]

Capitalization Rate Conclusion - Restricted	
Going-in Capitalization Rate	5.65%

Direct Capitalization Analysis

Net operating income is divided by the capitalization rate to indicate the stabilized, as-is value of the subject. Valuation of the subject by direct capitalization is shown below.

Direct Capitalization - Restricted	
	As Is Value Indication
As Completed and Stabilized	**February 10, 2016**
Effective Gross Income	$1,913,482
Expenses	$1,046,039
Net Operating Income	$867,443
Capitalization Rate	5.65%
Indicated Value	$15,352,976
Rounded	$15,350,000

Reconciliation and Conclusion of Value - As a Restricted Rental Property

Reconciliation involves the weighting of alternative value indications, based on the judged reliability and applicability of each approach to value, to arrive at a final value conclusion. Reconciliation is required because different value indications result from the use of multiple approaches and within the application of a single approach. The values indicated by our analyses are as follows:

Summary of Value Indications	
	Market Value As Is, as a Restricted Rental Property
Cost Approach	Not Used
Sales Comparison Approach	$15,300,000
Income Capitalization Approach	$15,350,000
Reconciled	$15,350,000

Cost Approach

The cost approach is most reliable for newer properties that have no significant amount of accrued depreciation. Due to the age of the subject improvements, estimates of depreciation are subjective, limiting the reliability of this approach. Additionally, the cost approach is not typically used by market participants, except for new properties. Accordingly, the Cost Approach is judged to be inapplicable and is not utilized.

Sales Comparison Approach

The sales comparison approach is most reliable in an active market when an adequate quantity and quality of comparable sales data are available. In addition, it is typically the most relevant method for owner-user properties, because it directly considers the prices of alternative properties with similar utility for which potential buyers would be competing.

Significant adjustments are required for many of the sales because of differences in the various elements of comparison. This reduces the reliability of this approach. As a result, the sales comparison approach is used primarily as support for the income capitalization approach.

Income Capitalization Approach

The income capitalization approach is usually given greatest weight when evaluating investment properties. The value indication from the income capitalization approach is supported by market data regarding income, expenses and required rates of return. An investor is the most likely purchaser of the appraised property, and a typical investor would place greatest reliance on the income capitalization approach. For these reasons, the income capitalization approach is given greatest weight in the conclusion of value.

Final Opinion of Value

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value Conclusion - Restricted			
Appraisal Premise	**Interest Appraised**	**Date of Value**	**Value Conclusion**
Market Value As Is, as a Restricted Rental Property	Fee Simple	2/10/2016	$15,350,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. We assume that all data furnished to us and relied upon is true and correct.
2. We have assumed and our conclusions are based upon the assumption that the dwelling units we inspected are representative of the quality/condition of those we did not inspect.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The subject is restricted by the Housing Credit, Tax-Exempt Bond and SAIL programs. Therefore, operation solely as a market rate project is a hypothetical condition.

The opinions of value expressed in this report are based on estimates and forecasts that are prospective in nature and subject to considerable risk and uncertainty. Events may occur that could cause the performance of the property to differ materially from our estimates, such as changes in the economy, interest rates, capitalization rates, financial strength of tenants, and behavior of investors, lenders, and consumers. Additionally, our opinions and forecasts are based partly on data obtained from interviews and third party sources, which are not always completely reliable. Although we are of the opinion that our findings are reasonable based on available evidence, we are not responsible for the effects of future occurrences that cannot be reasonably foreseen at this time.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local multifamily market, it is our opinion that the probable exposure time for the subject at the concluded market value stated previously is 3 to 6.

Marketing Time

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject is likely to be the same as the exposure time. Accordingly, we estimate the subject's marketing period at 3 to 6.

Exposure Time and Marketing Period	
Exposure Time (Months)	3 to 6
Marketing Period (Months)	3 to 6

Our estimate is supported by the following national investor survey data.

Multifamily Average Marketing Time (Months)	
	PwC 4Q-2015 Apartment Market
Range	1 - 9
Average	3.8

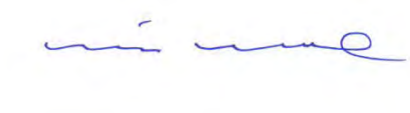
Source: PwC Real Estate Investor Survey

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Michael Ahwash, MAI, made a personal inspection of the property that is the subject of this report. Mr. Bradford L. Johnson, MAI, MRICS, has not personally inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Michael Ahwash, MAI, and Mr. Bradford L. Johnson, MAI, MRICS, have completed the continuing education program for Designated Members of the Appraisal Institute.

15. As of the date of this report, Michael Ahwash, MAI Mr. Bradford L. Johnson, MAI, MRICS have completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.



Michael Ahwash, MAI
Certified General Real Estate Appraiser
Florida Certificate # RZ2326

Mr. Bradford L. Johnson, MAI, MRICS
Certified General Real Estate Appraiser
Florida Certificate # RZ409

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.

9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.

11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.

12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. Integra Realty Resources – Tampa Bay, Integra Realty Resources, Inc., Integra Strategic Ventures, Inc. and/or any of their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. Integra Realty Resources – Tampa Bay is not a building or environmental inspector. Integra Tampa Bay does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. It is expressly acknowledged that in any action which may be brought against any of the Integra Parties, arising out of, relating to, or in any way pertaining to this engagement, the

appraisal reports, and/or any other related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with intentional misconduct. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. Integra Realty Resources – Tampa Bay, an independently owned and operated company, has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. We assume that all data furnished to us and relied upon is true and correct.
2. We have assumed and our conclusions are based upon the assumption that the dwelling units we inspected are representative of the quality/condition of those we did not inspect.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The subject is restricted by the Housing Credit, Tax-Exempt Bond and SAIL programs. Therefore, operation solely as a market rate project is a hypothetical condition.

Addendum A

Appraiser Qualifications

Michael Ahwash, MAI

Integra Realty Resources
Tampa Bay

550 North Reo Street
Suite 220
Tampa, FL 33609

T 813-287-1000
F 813-281-0681

irr.com

Experience

Mike Ahwash is the Director of the Multi-Family specialty for Integra Realty Resources Tampa Bay and has more than 22 years of commercial real estate experience. Mike has extensive experience in the valuation of multifamily properties including conventional, FNMA, student housing, tax credit (LIHTC) and HUD financed projects. In addition to multifamily properties, Mike has performed valuation and market analysis services for a wide variety of property types including, but not limited to, hotels, condominiums, golf courses, vacant land, and multi-tenant office and industrial properties.

Mike was previously employed with a student housing development company where he was a key member of a team that developed over 2,100 upscale, off-campus student housing apartment units, in five states. He led the acquisition process with primary responsibilities including market identification, site selection and contract negotiations. He also managed the site engineering and land entitlement process and was actively in involved in the procurement of construction and permanent financing as well as private and institutional equity.

Mike began his real estate career at KPMG Consulting where he was a part of the Real Estate, Sports and Hospitality Consulting group.

Professional Activities & Affiliations

Member Appraisal Institute (MAI), Certificate 239197

Licenses

Florida, State Certified General Appraiser, RZ2326

Florida, Licensed Real Estate Sales Associate

Education

Masters of Business Administration, University of Tampa

Bachelors of Science Landscape Architecture, West Virginia University

Appraisal Courses & Seminars

Courses

- Supervisory Appraiser/Trainee Appraisal Course
- Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets
- Highest and Best Use and Market Analysis
- Advanced Income Capitalization
- Advanced Applications
- Advanced Sales and Cost Approaches
- Report Writing & Valuation Analysis
- Standards of Professional Practice Parts A & B
- Real Property Valuation Methodology (ASA / AI Basic Income Capitalization Equivalent)
- Licensed Appraisal Course: State of Florida AB-1

Seminars

- Front of House/Back of House
- Real Estate Fraud
- Feasibility, Market Value, Investment Timing: Option Value
- The Technology Assisted Appraiser
- Subdivision Valuation
- Market Analysis and Site to Do Business
- Florida Real Estate Appraisal Board Course
- USPAP Update
- Analyzing Operating Expenses
- Business Practices and Ethics
- Analyzing Distressed Real Estate
- Introduction to GIS Applications for Real Estate Appraisal
- Residential Design & Functional Utility
- Appraisal Research and Analysis
- Residential Subdivision Analysis
- Income Capitalization
- Real Estate, Mortgages and the Law
- Neighborhood Analysis
- Analyzing Tenant Credit Risk and Commercial Lease Analysis

mahwash@irr.com - 813.287.1000 x183

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RZ2326

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016

AHWASH, MICHAEL
805 S FREMONT AVE
TAMPA FL 33606

ISSUED: 11/16/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1411160001740

. Bradford L. Johnson, MAI, MRICS

Integra Realty Resources
Tampa Bay

550 North Reo Street
Suite 220
Tampa, FL 33609

T 813.287.1000
F 813.281.0681

irr.com

Experience

Brad Johnson is the Senior Managing Director and a Principal of Integra Realty Resources Tampa Bay. He is a National Practice Leader of Integra's Seniors Housing & Health Care Specialty Practice Group and directs valuation and consulting engagements related to a wide variety of seniors housing and health care properties.
Mr. Johnson has more than 40 years of commercial real estate-related experience in consulting, valuation, brokerage and land use planning. He has supervised thousands of market analyses and valuation assignments throughout the United States, including portfolio engagements.

Mr. Johnson also has extensive experience in the analysis and valuation of conventional and affordable housing projects, such as retirement communities, multifamily housing and master planned communities. He is experienced with the various financing programs often utilized for such projects, including conventional financing, FNMA Delegated and Underwriting Servicing (DUS), Freddie Mac, Low Income Housing Tax Credits (LIHTC), SAIL loans, HUD Lean and Multifamily Accelerated Processing Program (MAP), FHA and USDA Section 538 programs.

Mr. Johnson is qualified as an expert witness in Florida, Connecticut and Michigan District and Circuit Courts, as well as the United States Bankruptcy Court. He has testified at various Tax Adjustment Board hearings and in Florida Tax Appeals Court. He is a licensed Real Estate Broker in the state of Florida and is co-owner of Realty Investment Advisors, LLC. He is also a licensed Certified General Real Estate Appraiser in eight states: Florida, Georgia, Alabama, Maine, Pennsylvania, North Carolina, South Carolina and Virginia. Mr. Johnson is a member of the Appraisal Institute (MAI), the Royal Institute of Chartered Surveyors (MRICS), Real Estate Investment Council (REIC), Commercial Real Estate Women (CREW) and is a former board member and officer of CREW and the Gulf Coast Chapter of the Appraisal Institute.

Mr. Johnson is also a regular attendee of seniors housing and healthcare conferences, including the American Seniors Housing Association (ASHA), the National Investment Center for the Senior Care Industry (NIC), Assisted Living Federation of America (ALFA) and others. He began his real estate career in the mid-70s and formed his own firm in 1981. Three years later he was recruited to open the Tampa office of Pardue, Heid, Church, Smith and Waller, which, by 1988, became the largest real estate appraisal firm in the Tampa Bay area. In 1996 he formed Realty Valuation Advisors, Inc., which became part of Integra Realty Resources in 2000.

Professional Activities & Affiliations

Appraisal Institute, Member (MAI)
Royal Institute of Chartered Surveyors, Member (MRICS)
Real Estate Investment Council, Member
Commercial Real Estate Women (CREW), Member, former board member and officer
Appraisal Institute, Florida Gulf Coast Chapter, Former board member and officer

Licenses

Florida, State Certified General Appraiser, RZ409, Expires November 2016

bljohnson@irr.com - 813.287.1000 x121

Mr. Bradford L. Johnson, MAI, MRICS

Licenses (Cont'd)

Alabama, Certified General Real Property Appraiser, G01126, Expires September 2017
Georgia, Certified General Real Property Appraiser, 3936, Expires February 2016
Maine, State Certified General Appraiser, CG3399, Expires December 2015
North Carolina, Certified General Real Estate Appraiser, A7379, Expires June 2016
Pennsylvania, Certified General Appraiser, GA004133, Expires June 2016
South Carolina, Certified General Appraiser, 7062, Expires June 2016
Virginia, Certified General Real Estate Appraiser, 4001015443, Expires March 2017
Florida, Florida Brokerage, BK3005066, Expires September 2017

Education

B.A. and Master's Degrees, Resource Development and Land Use Planning, Michigan State University
Licensed Real Estate Broker in the State of Florida

Articles and Publications

"What Is It Worth? Valuation of Seniors Housing Properties," National Association of Senior Living

"Successful Mixed-Use Development Downtown Requires Fee on the Street," guest column in the Tampa Bay Business Journal

Qualified Before Courts & Administrative Bodies

Mr. Johnson is qualified as an expert witness in Florida, Connecticut and Michigan District and Circuit Courts and U.S. Bankruptcy Courts. He has also testified at various Tax Adjustment Board hearings and Florida Tax Appeals Court.

Integra Realty Resources
Tampa Bay

550 North Reo Street
Suite 220
Tampa, FL 33609

T 813.287.1000
F 813.281.0681

irr.com

bljohnson@irr.com - 813.287.1000 x121

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RZ409

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016

JOHNSON, BRADFORD L
550 NORTH REO STREET #220
TAMPA FL 33609

ISSUED: 12/18/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1412180002873

Integra Realty Resources, Inc.

Corporate Profile

Integra Realty Resources, Inc. offers the most comprehensive property valuation and counseling coverage in North America with over 60 independently owned and operated offices located throughout the United States and the Caribbean. Integra was created for the purpose of combining the intimate knowledge of well-established local firms with the powerful resources and capabilities of a national company. Integra offers integrated technology, national data and information systems, as well as standardized valuation models and report formats for ease of client review and analysis. Integra's local offices have an average of 25 years of service in the local market, and virtually all are headed by a Senior Managing Director who is an MAI member of the Appraisal Institute.

A listing of IRR's local offices and their Senior Managing Directors follows:

ATLANTA, GA - Sherry L. Watkins., MAI, FRICS
AUSTIN, TX - Randy A. Williams, MAI, SR/WA, FRICS
BALTIMORE, MD - G. Edward Kerr, MAI, MRICS
BIRMINGHAM, AL - Rusty Rich, MAI, MRICS
BOISE, ID - Bradford T. Knipe, MAI, ARA, CCIM, CRE, FRICS
BOSTON, MA - David L. Cary, Jr., MAI, MRICS
CHARLESTON, SC - Cleveland "Bud" Wright, Jr., MAI
CHARLOTTE, NC - Fitzhugh L. Stout, MAI, CRE, FRICS
CHICAGO, IL - Eric L. Enloe, MAI, FRICS
CINCINNATI, OH - Gary S. Wright, MAI, FRICS, SRA
CLEVELAND, OH - Douglas P. Sloan, MAI
COLUMBIA, SC - Michael B. Dodds, MAI, CCIM
COLUMBUS, OH - Bruce A. Daubner, MAI, FRICS
DALLAS, TX - Mark R. Lamb, MAI, CPA, FRICS
DAYTON, OH - Gary S. Wright, MAI, FRICS, SRA
DENVER, CO - Brad A. Weiman, MAI, FRICS
DETROIT, MI - Anthony Sanna, MAI, CRE, FRICS
FORT WORTH, TX - Gregory B. Cook, SR/WA
GREENSBORO, NC - Nancy Tritt, MAI, SRA, FRICS
GREENVILLE, SC - Michael B. Dodds, MAI, CCIM
HARTFORD, CT - Mark F. Bates, MAI, CRE, FRICS
HOUSTON, TX - David R. Dominy, MAI, CRE, FRICS
INDIANAPOLIS, IN - Michael C. Lady, MAI, SRA, CCIM, FRICS
JACKSON, MS - John R. Praytor, MAI
JACKSONVILLE, FL - Robert Crenshaw, MAI, FRICS
KANSAS CITY, MO/KS - Kenneth Jaggers, MAI, FRICS
LAS VEGAS, NV - Charles E. Jack IV, MAI
LOS ANGELES, CA - John G. Ellis, MAI, CRE, FRICS
LOS ANGELES, CA - Matthew J. Swanson, MAI
LOUISVILLE, KY - Stacey Nicholas, MAI, MRICS
MEMPHIS, TN - J. Walter Allen, MAI, FRICS
MIAMI/PALM BEACH, FL- Anthony M. Graziano, MAI, CRE, FRICS
MINNEAPOLIS, MN - Michael F. Amundson, MAI, CCIM, FRICS
NAPLES, FL - Carlton J. Lloyd, MAI, FRICS
NASHVILLE, TN - R. Paul Perutelli, MAI, SRA, FRICS
NEW JERSEY COASTAL - Halvor J. Egeland, MAI
NEW JERSEY NORTHERN - Matthew S. Krauser, CRE, FRICS
NEW YORK, NY - Raymond T. Cirz, MAI, CRE, FRICS
ORANGE COUNTY, CA - Steve Calandra, MAI
ORLANDO, FL - Christopher Starkey, MAI, MRICS
PHILADELPHIA, PA - Joseph D. Pasquarella, MAI, CRE, FRICS
PHOENIX, AZ - Walter 'Tres' Winius III, MAI, FRICS
PITTSBURGH, PA - Paul D. Griffith, MAI, CRE, FRICS
PORTLAND, OR - Brian A. Glanville, MAI, CRE, FRICS
PROVIDENCE, RI - Gerard H. McDonough, MAI, FRICS
RALEIGH, NC - Chris R. Morris, MAI, FRICS
RICHMOND, VA - Kenneth L. Brown, MAI, CCIM, FRICS
SACRAMENTO, CA - Scott Beebe, MAI, FRICS
ST. LOUIS, MO - P. Ryan McDonald, MAI, FRICS
SALT LAKE CITY, UT - Darrin W. Liddell, MAI, FRICS, CCIM
SAN DIEGO, CA - Jeff A. Greenwald, MAI, SRA, FRICS
SAN FRANCISCO, CA - Jan Kleczewski, MAI, FRICS
SARASOTA, FL - Carlton J. Lloyd, MAI, FRICS
SAVANNAH, GA - J. Carl Schultz, Jr., MAI, FRICS, CRE, SRA
SEATTLE, WA - Allen N. Safer, MAI, MRICS
SYRACUSE, NY - William J. Kimball, MAI, FRICS
TAMPA, FL - Bradford L. Johnson, MAI, MRICS
TULSA, OK - Owen S. Ard, MAI
WASHINGTON, DC - Patrick C. Kerr, MAI, FRICS, SRA
WILMINGTON, DE - Douglas L. Nickel, MAI, FRICS
CARIBBEAN/CAYMAN ISLANDS - James Andrews, MAI, FRICS

Corporate Office
Eleven Times Square, 640 Eighth Avenue, 15th Floor, Suite A, New York, New York 10036
Telephone: (212) 255-7858; Fax: (646) 424-1869; E-mail info@irr.com
Website: www.irr.com

Addendum B

Definitions

The source of the following definitions is *The Dictionary of Real Estate Appraisal, Fifth Edition,* Appraisal Institute, Chicago, Illinois, 2010, unless otherwise noted.

Amenity
A tangible or intangible benefit of real property that enhances its attractiveness or increases the satisfaction of the user. Natural amenities may include a pleasant location near water or a scenic view of the surrounding area; man-made amenities include swimming pools, tennis courts, community buildings, and other recreational facilities.

As Is Market Value
The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Class of Apartment Property
For the purposes of comparison, apartment properties are grouped into three classes. These classes represent a subjective quality rating of buildings, which indicates the competitive ability of each building to attract similar types of tenants. Combinations of factors such as rent, building finishes, system standards and efficiency, building amenities, location/accessibility, and market perception are used as relative measures.

Class A apartment properties are the most prestigious properties competing for the premier apartment tenants, with rents above average for the area. Buildings have high-quality standard finishes, architectural appeal, state-of-the-art systems, exceptional accessibility, and a definite market presence.

Class B apartment properties compete for a wide range of users, with rents in the average range for the area. Class B buildings do not compete with Class A buildings at the same price. Building finishes are fair to good for the area, and systems are adequate.

Class C apartment properties compete for tenants requiring functional space at rents below the average for the area. Class C buildings are generally older, and are lower in quality and condition.

(Adapted from "Class of Office Building" in The Dictionary of Real Estate Appraisal.)

Deferred Maintenance
Needed repairs or replacement of items that should have taken place during the course of normal maintenance.

Depreciation
A loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.

Discounted Cash Flow (DCF) Analysis
The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams

and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate.

Disposition Value
The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a future exposure time specified by the client.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time specified by the client.
8. Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date of Appraisal
The date on which the analyses, opinions, and advice in an appraisal, review, or consulting service apply.

Entrepreneurial Profit

1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.
2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Excess Land; Surplus Land

Excess Land: Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land may have the potential to be sold separately and is valued independently.

Surplus Land: Land that is not currently needed to support the existing improvement but cannot be separated from the property and sold off. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region.

Highest and Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

Lease

A contract in which rights to use and occupy land or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e, a lease).

Leasehold Interest
The tenant's possessory interest created by a lease.

Liquidation Value
The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars, or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Marketing Time
An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Rent
The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements.

Market Value
The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;

- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Multifamily Property Type
Residential structure containing five or more dwelling units with common areas and facilities. *(Source: Appraisal Institute Commercial Data Standards and Glossary of Terms, Chicago, Illinois, 2004 [Appraisal Institute])*

Multifamily Classifications
Garden/Low Rise Apartments: A multifamily development of two- or three-story, walk-up structures built in a garden-like setting; customarily a suburban or rural-urban fringe development. *(Source: Appraisal Institute)*

Mid/High-Rise Apartment Building: A multifamily building with four or more stories, typically elevator-served. (Source: Appraisal Institute)

Prospective Opinion of Value
A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Rentable Floor Area (RFA)
Rentable area shall be computed by measuring inside finish of permanent outer building walls or from the glass line where at least 50% of the outer building wall is glass. Rentable area shall also include all area within outside walls less stairs, elevator shafts, flues, pipe shafts, vertical ducts, air conditioning rooms, fan rooms, janitor closets, electrical closets, balconies and such other rooms not actually available to the tenant for his furnishings and personnel and their enclosing walls. No deductions shall be made for columns and projections unnecessary to the building. *(Source: Income/Expense Analysis, 2013 Edition – Conventional Apartments, Institute of Real Estate Management, Chicago, Illinois)*

Replacement Cost
The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design and layout.

Reproduction Cost
The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building.

Room Count
A unit of comparison used primarily in residential appraisal. No national standard exists on what constitutes a room. The generally accepted method is to consider as separate rooms only those rooms that are effectively divided and to exclude bathrooms.

Stabilized Income
Income at that point in time when abnormalities in supply and demand or any additional transitory conditions cease to exist and the existing conditions are those expected to continue over the economic life of the property; projected income that is subject to change, but has been adjusted to reflect an equivalent, stable annual income.

Addendum C

Financials and Property Information

Pasco Woods Apartments
6135 Ryerson Circle
Wesley Chapel, FL 33544

Phone: (813) 994-7172

Rent Roll Report

As of 3/31/2016

Release 10.03

Units & Leases (200 leases)	Unit Type	Square Footage	Lease Cost /SF	Primary Tenant	Initial Move In	Lease Ends	Market Rent	Lease Rent	Deposits Held	Balance
6050-01	3BR 1FL	1,345	$0.33	PEREZ-LOPEZ, LUZ D	3/1/2010	2/28/2017	$821.00	$815.00	$300.00	$0.00
6050-02	2BR 1FL	1,068	$0.66	Torres, Jeannette	11/15/2012	10/31/2016	$706.00	$702.00	$350.00	$0.00
6050-03	3BR 2FL	1,345	$0.61	Torres-Echevarry, Rebecca Y	12/4/2012	11/30/2016	$821.00	$815.00	$350.00	$0.00
6050-04	2BR 2FL	1,068	$0.66	Courtman, Jessye T	9/5/2014	8/31/2016	$706.00	$702.00	$350.00	$0.00
6050-05	2BR 1FL	1,068	$0.66	Benjamin, Jim F	6/4/2013	5/31/2016	$706.00	$702.00	$350.00	$0.00
6050-06	3BR 1FL	1,345	$0.61	Santana-Maldonado , Lizette	6/30/2014	5/31/2016	$821.00	$815.00	$350.00	$0.00
6050-07	2BR 2FL	1,068	$0.66	Torres, Luis R	10/21/2011	9/30/2016	$706.00	$702.00	$550.00	$0.00
6050-08	3BR 2FL	1,345	$0.61	Stone, Corey E	12/31/2014	11/30/2016	$821.00	$815.00	$550.00	$0.00
6110-01	3BR 1FL	1,345	$0.39	Ramos Agosto, Brenda L	6/26/2015	5/31/2016	$821.00	$815.00	$350.00	$0.00
6110-02	2BR 1FL	1,068	$0.66	Penna Gonzalez, Martha J	3/6/2015	2/28/2017	$706.00	$706.00	$350.00	($756.00)
6110-03	3BR 2FL	1,345	$0.61	Blackniak, Paul	3/2/2012	2/28/2017	$821.00	$815.00	$350.00	$0.00
6110-04	2BR 2FL	1,068	$0.66	Redwood, Reneta	8/1/2014	7/31/2016	$706.00	$702.00	$350.00	$0.00
6110-05	2BR 1FL	1,068	$0.66	AYALA, HUMBERTO	2/8/2007	1/31/2017	$706.00	$702.00	$500.00	$0.00
6110-06	3BR 1FL	1,345	$0.09	Shoemake, Brittany M	11/12/2014	10/31/2016	$821.00	$815.00	$815.00	$0.00
6110-07	2BR 2FL	1,068	$0.66	Soto, Michael D	4/15/2011	3/31/2017	$706.00	$702.00	$400.00	$0.00
6110-08	3BR 2FL	1,345	$0.61	Ruiz Souza, Rogers	2/25/2014	1/31/2017	$821.00	$815.00	$350.00	$0.00
6122-01	3BR 1FL	1,345	$0.61	Donajkoski, Kimberly	11/27/2015	10/31/2016	$821.00	$815.00	$350.00	$0.00
6122-02	2BR 1FL	1,068	$0.66	ULMER, DESEREE	9/1/2008	8/31/2016	$706.00	$702.00	$375.00	$0.00
6122-03	3BR 2FL	1,345	$0.61	Fernandez, Julian R	1/13/2015	12/31/2016	$821.00	$815.00	$350.00	$0.00
6122-04	2BR 2FL	1,068	$0.66	Trent, Tamiko	12/7/2015	11/30/2016	$706.00	$702.00	$702.00	$0.00
6122-05	2BR 1FL	1,068	$0.13	Schaffer, Janece M	6/6/2015	5/31/2016	$706.00	$702.00	$350.00	$0.00
6122-06	3BR 1FL	1,134	$0.72	Garcia, Isuara L	12/5/2014	11/30/2016	$821.00	$815.00	$815.00	$0.00
6122-07	2BR 2FL	1,068	$0.66	Peguero Eusubio, Michael	9/8/2015	8/31/2016	$706.00	$702.00	$350.00	$0.00
6122-08	3/2 UP	1,345	$0.00	Vazquez, Karisa	2/4/2014	1/31/2017	$821.00	$815.00	$350.00	$0.00
6136-01	3BR 1FL	1,345	$0.61	Hagen, Vickie A	7/15/2011	6/30/2016	$821.00	$815.00	$600.00	$0.00
6136-02	2BR 1FL	1,068	$0.66	Tucker, Pamela S	11/12/2010	10/31/2016	$706.00	$702.00	$350.00	$0.00
6136-03	3BR 2FL	1,345	$0.61	JOSEPH, ELITA	8/27/2010	7/31/2016	$821.00	$815.00	$100.00	$0.00
6136-04	2BR 2FL	1,068	$0.25	Cuadrado, Clara A	11/23/2013	10/31/2016	$706.00	$702.00	$350.00	$0.00
6136-05	2BR 1FL	1,068	$0.66	BOJACA, OLGA	8/18/2007	7/31/2016	$706.00	$702.00	$250.00	$0.00
6136-06	3BR 1FL	1,345	$0.61	Williams, Tiara(2)	10/19/2015	9/30/2016	$821.00	$815.00	$815.00	$0.00
6136-07	2BR 2FL	1,068	$0.66	RIVERA, RICARDO	2/18/2005	1/31/2017	$706.00	$702.00	$300.00	($702.00)
6136-08	3BR 2FL	1,134	$0.72	LINSE, QUETLIE	8/1/2008	7/31/2016	$821.00	$815.00	$400.00	$0.00
6150-01	3BR 1FL	1,345	$0.61	Pereira, Luis A	2/19/2016	1/31/2017	$821.00	$815.00	$1,630.00	($400.00)
6150-02	2BR 1FL	1,068	$0.66	Lebron, Andres	3/18/2011	2/28/2017	$706.00	$702.00	$450.00	$0.00
6150-03	3BR 2FL	1,345	$0.61	Da Rosa, Erick	1/10/2015	12/31/2016	$821.00	$815.00	$550.00	$0.00
6150-04	2BR 2FL	1,068	$0.66	HEGEDUS, MARGO	11/16/2006	10/31/2016	$706.00	$702.00	$450.00	$0.00
6150-05	2BR 1FL	1,068	$0.66	Qariaqos, Najeba G	12/31/2012	11/30/2016	$706.00	$702.00	$675.00	$0.00
6150-06	3BR 1FL	1,345	$0.61	Ramsey, Christopher J	10/12/2012	9/30/2016	$821.00	$815.00	$350.00	$0.00
6150-07	2BR 2FL	1,068	$0.66	Clark, Shayla	8/14/2015	7/31/2016	$706.00	$702.00	$350.00	$0.00
6150-08	3BR 2FL	1,345	$0.61	BEJARANO, LUIS	3/27/2009	2/28/2017	$821.00	$815.00	$350.00	$0.00
6206-01	3BR 1FL	1,345	$0.61	Gomez, Maria	1/6/2016	12/31/2016	$821.00	$815.00	$815.00	$135.00
6206-02	2BR 1FL	1,068	$0.66	NARVAEZ, BERTHA	8/21/2008	7/31/2016	$706.00	$702.00	$400.00	$0.00
6206-03	3BR 2FL	1,345	$0.61	Espinosa, Carlos	3/29/2013	2/28/2018	$821.00	$821.00	$0.00	$0.00
6206-04	2BR 2FL	1,068	$0.66	Johnson, James L	10/26/2015	9/30/2016	$706.00	$702.00	$350.00	$0.00
6206-05	2BR 1FL	1,068	$0.66	KELLY, EILEEN	12/1/2009	11/30/2016	$706.00	$702.00	$250.00	$0.00
6206-06	3BR 1FL	1,345	$0.61	Merritt, Brittany	11/10/2015	10/31/2016	$821.00	$815.00	$350.00	$0.00
6206-07	2BR 2FL	1,068	$0.07	SAINT CHARLES, CHARLES	4/14/2007	8/31/2016	$706.00	$702.00	$300.00	$0.00
6206-08	3BR 2FL	1,345	$0.61	Burkhart , Tabatha A	8/15/2014	7/31/2016	$821.00	$815.00	$815.00	$0.00
6220-01	3BR 1FL	1,345	$0.61	Montee, Erik	12/30/2014	11/30/2016	$821.00	$815.00	$350.00	$0.00
6220-02	2BR 1FL	1,068	$0.04	Rodriguez, Deborah(2)	12/23/2015	12/31/2016	$706.00	$702.00	$350.00	$0.00
6220-03	3BR 2FL	1,345	$0.61	Pelletier, Penny	6/10/2014	5/31/2017	$821.00	$815.00	$350.00	$0.00
6220-04	2BR 2FL	1,068	$0.66	Taylor, Fernika S	9/20/2014	8/31/2016	$706.00	$702.00	$350.00	$0.00
6220-05	2BR 1FL	1,068	$0.66	Odame, Samuel	3/7/2014	2/28/2017	$706.00	$706.00	$350.00	$0.00
6220-06	3BR 1FL	1,345	$0.61	Garcia-Rodriguez, Aileen	2/19/2016	1/31/2017	$821.00	$815.00	$350.00	$0.00
6220-07	2BR 2FL	1,068	$0.66	Espejo, Ana A	12/18/2013	11/30/2016	$706.00	$702.00	$550.00	$0.00
6220-08	3BR 2FL	1,345	$0.61	Rivera De Jesus, Elving	7/17/2015	6/30/2016	$821.00	$815.00	$375.00	$339.00
6237-01	3BR 1FL	1,134	$0.72	Resto-Lee, Evaunjalysa N	9/29/2015	8/31/2016	$821.00	$815.00	$350.00	$0.00
6237-02	2BR 1FL	1,068	$0.66	Sessions-Davis, Emily A	6/29/2015	5/31/2016	$706.00	$702.00	$350.00	$0.00
6237-03	3BR 2FL	1,345	$0.61	Wint-Hamilton, Ashley L	9/29/2015	8/31/2016	$821.00	$815.00	$350.00	$0.00
6237-04	2BR 2FL	1,068	$0.66	ONGRADY, JOHN A	12/20/2005	11/30/2016	$706.00	$702.00	$300.00	$0.00

Pasco Woods Apartments
6135 Ryerson Circle
Wesley Chapel, FL 33544

Phone: (813) 994-7172

Rent Roll Report

As of 3/31/2016

Release 10.03

Units & Leases (200 leases)	Unit Type	Square Footage	Lease Cost /SF	Primary Tenant	Initial Move In	Lease Ends	Market Rent	Lease Rent	Deposits Held	Balance
6237-05	2BR 1FL	1,068	$0.66	Goldberg, Sheri	10/15/2015	9/30/2016	$706.00	$702.00	$350.00	$0.00
6237-06	3BR 1FL	1,345	$0.61	Marino, Christopher	9/25/2015	8/31/2016	$821.00	$815.00	$1,165.00	$0.00
6237-07	2BR 2FL	1,068	$0.66	Smith, Edie M	8/9/2014	7/31/2016	$706.00	$702.00	$350.00	$0.00
6237-08	3BR 2FL	1,345	$0.10	Washington, Ruth	8/4/2011	7/31/2016	$821.00	$815.00	$450.00	$0.00
6238-01	3BR 1FL	1,345	$0.61	Coates, Elisha M	7/31/2015	6/30/2016	$821.00	$815.00	$350.00	$0.00
6238-02	2BR 1FL	1,068	$0.11	Reynoso, Manuel E	7/25/2015	6/30/2016	$706.00	$702.00	$350.00	$0.00
6238-03	3BR 2FL	1,345	$0.61	Chen, De yan	3/20/2013	2/28/2017	$821.00	$815.00	$350.00	$0.00
6238-04	2BR 2FL	1,068	$0.66	Ruiz, Michell L	6/26/2009	5/31/2016	$706.00	$702.00	$350.00	$0.00
6238-05	2BR 1FL	1,068	$0.66	Maldonado, Jacqueline	11/29/2012	10/31/2016	$706.00	$702.00	$350.00	$0.00
6238-06	3BR 1FL	1,345	$0.61	Osborne, Keith A	4/23/2012	3/31/2017	$821.00	$815.00	$350.00	$0.00
6238-07	2BR 2FL	1,068	$0.22	Gray, Ethel R	6/8/2013	2/28/2017	$706.00	$703.00	$550.00	$0.00
6238-08	3BR 2FL	1,134	$0.72	Berean, Shannon M	8/9/2013	7/31/2016	$821.00	$815.00	$760.00	($30.00)
6238-09	3BR 1FL	1,345	$0.03	Lloyd, Heidi	2/8/2011	1/31/2017	$821.00	$815.00	$350.00	$0.00
6238-10	2BR 1FL	1,068	$0.66	Jones, Mary	1/8/2016	12/31/2016	$706.00	$702.00	$350.00	$0.00
6238-11	3BR 2FL	1,345	$0.61	Johnson, Latoya D	9/18/2015	8/31/2016	$821.00	$815.00	$350.00	($816.00)
6238-12	2BR 2FL	1,068	$0.66	Padro - Rosario, Alberto	4/29/2014	3/31/2017	$706.00	$702.00	$350.00	$0.00
6238-13	2BR 1FL	1,068	$0.66	Gradwell, Denise A	1/23/2015	12/31/2016	$706.00	$702.00	$350.00	($722.00)
6238-14	3BR 1FL	1,345	$0.61	Tigreros-Salgado, William	3/8/2013	2/28/2017	$821.00	$821.00	$350.00	($60.00)
6238-15	2BR 2FL	1,068	$0.66	Nottingham, Ashley	11/25/2015	10/31/2016	$706.00	$702.00	$350.00	$0.00
6238-16	3BR 2FL	1,345	$0.61	Ortiz, Ana L	2/23/2015	1/31/2017	$821.00	$815.00	$350.00	$0.00
6249-01	3BR 1FL	1,345	$0.61	Rodriguez, Chrissy L	8/29/2015	7/31/2016	$821.00	$815.00	$350.00	$0.00
6249-02	2BR 1FL	1,068	$0.66	Ruiz, Jorge	3/19/2014	2/28/2017	$706.00	$702.00	$350.00	$0.00
6249-03	3BR 2FL	1,134	$0.72	Blyden, Yolanda	5/18/2012	4/30/2017	$821.00	$815.00	$350.00	$0.00
6249-04	2BR 2FL	1,068	$0.66	Bel, Florence(3)	4/1/2015	3/31/2017	$706.00	$702.00	$350.00	$0.00
6249-05	2BR 1FL	1,068	$0.66	Valdez De Aguero, Bella	12/5/2013	11/30/2016	$706.00	$702.00	$1,376.00	$0.00
6249-06	3BR 1FL	1,134	$0.00	TORO, IRENE L	12/1/2009	11/30/2016	$821.00	$815.00	$350.00	$0.00
6249-07	2BR 2FL	1,068	$0.66	Seyersdahl, Kevin L	3/6/2015	2/28/2017	$706.00	$702.00	$550.00	$0.00
6249-08	3BR 2FL	1,345	$0.61	Joseph, Gina(2)	10/16/2015	9/30/2016	$821.00	$815.00	$350.00	$0.00
6346-01	3BR 1FL	1,345	$0.61	Morcilio, Yesenia M	11/25/2015	10/31/2016	$821.00	$815.00	$350.00	$0.00
6346-02	2BR 1FL	1,068	$0.66	Jones, Cathy	3/1/2012	2/28/2017	$706.00	$702.00	$350.00	$0.00
6346-03	3BR 2FL	1,134	$0.72	Burnham, Patrick D(2)	2/28/2014	1/31/2017	$821.00	$815.00	$350.00	$0.00
6346-04	2BR 2FL	1,068	$0.66	Kiryakos, Ninos	12/8/2014	11/30/2016	$706.00	$702.00	$350.00	$0.00
6346-05	2BR 1FL	1,068	$0.00	Apata, Tangela	2/1/2016	1/31/2017	$706.00	$703.00	$350.00	$0.00
6346-06	3BR 1FL	1,345	$0.61	POWELL, PAULETTE A	4/1/2010	3/31/2017	$821.00	$815.00	$100.00	$0.00
6346-07	2BR 2FL	1,068	$0.66	Caraballo, Marilyn	2/19/2016	1/31/2017	$706.00	$702.00	$350.00	$0.00
6346-08	3BR 2FL	1,345	$0.61	Moore, Angelia L	8/9/2014	7/31/2016	$821.00	$815.00	$815.00	$0.00
6346-09	3BR 1FL	1,345	$0.61	Harley, Mamie	6/1/2015	5/31/2016	$821.00	$815.00	$550.00	$0.00
6346-10	2BR 1FL	1,068	$0.66	Eusebio, Ramon	11/20/2015	10/31/2016	$706.00	$702.00	$350.00	$0.00
6346-11	3BR 2FL	1,345	$0.61	Knox, Alexander P	7/31/2015	6/30/2016	$821.00	$815.00	$350.00	$0.00
6346-12	2BR 2FL	1,068	$0.66	SANTANA, ANTHONY	3/8/2007	2/28/2017	$706.00	$702.00	$375.00	$0.00
6346-13	2BR 1FL	1,068	$0.66	RIVERA, LYDIA	5/10/2008	4/30/2016	$706.00	$702.00	$250.00	$0.00
6346-14	3BR 1FL	1,345	$0.61	Velazquez, Nancy I	11/1/2014	10/31/2016	$821.00	$815.00	$550.00	$0.00
6346-15	2BR 2FL	1,068	$0.66	Burgos de Peres, Gladys S	11/1/2012	10/31/2016	$706.00	$702.00	$350.00	$0.00
6346-16	3/2 UP	1,345	$0.61	Garces, Bonita N	3/27/2015	2/28/2017	$821.00	$821.00	$815.00	($32.00)
6350-01	3BR 1FL	1,345	$0.61	Solis, Isabel(2)	8/16/2013	7/31/2016	$821.00	$815.00	$550.00	$0.00
6350-02	2/2 DN	1,068	$0.66	Cortelyou, William	10/23/2015	9/30/2016	$706.00	$702.00	$1,402.00	$0.00
6350-03	3BR 2FL	1,345	$0.61	De La Paz, Ramon	12/20/2011	11/30/2016	$821.00	$815.00	$350.00	$0.00
6350-04	2BR 2FL	1,068	$0.66	Burden, Lucinda	10/7/2015	9/30/2016	$706.00	$702.00	$350.00	$0.00
6350-05	2BR 1FL	1,068	$0.66	Rotolo, Jessica(3)	6/6/2014	5/31/2016	$706.00	$702.00	$703.00	$0.00
6350-06	3BR 1FL	1,345	$0.61	Chabebe, Nemil	2/27/2015	1/31/2017	$821.00	$815.00	$350.00	$0.00
6350-07	2BR 2FL	1,068	$0.66	Cloward, Jessica L	6/29/2015	5/31/2016	$706.00	$702.00	$702.00	$0.00
6350-08	3BR 2FL	1,345	$0.61	Higgins, Barbara L(2)	10/17/2013	9/30/2016	$821.00	$815.00	$760.00	$0.00
6350-09	3BR 1FL	1,345	$0.61	Rodriguez, Melvyn	7/31/2015	6/30/2016	$821.00	$815.00	$815.00	$0.00
6350-10	2BR 1FL	1,068	$0.09	Pikaitis, Louise	9/30/2011	9/30/2016	$706.00	$650.00	$350.00	$0.00
6350-11	3BR 2FL	1,345	$0.61	Baerga Jr., Florentino	9/16/2014	8/31/2016	$821.00	$815.00	$550.00	$0.00
6350-12	2BR 2FL	1,068	$0.09	RESCHKE, OTTO R	6/1/2007	5/31/2016	$706.00	$702.00	$300.00	$0.00
6350-13	2BR 1FL	1,068	$0.66	Dilone, Susana C	10/27/2014	9/30/2016	$706.00	$702.00	$350.00	$0.00
6350-14	3BR 1FL	1,345	$0.61	Montes, Julie	9/12/2014	8/31/2016	$821.00	$815.00	$350.00	$0.00
6350-15	2BR 2FL	1,068	$0.66	Phillips, Robert	2/26/2016	1/31/2017	$706.00	$702.00	$350.00	($702.00)
6350-16	3BR 2FL	1,345	$0.61	MCNABB, LETITIA	4/3/2009	3/31/2017	$821.00	$815.00	$781.00	$0.00

Pasco Woods Apartments
6135 Ryerson Circle
Wesley Chapel, FL 33544

Phone: (813) 994-7172

Rent Roll Report

As of 3/31/2016

Release 10.03

Units & Leases (200 leases)	Unit Type	Square Footage	Lease Cost /SF	Primary Tenant	Initial Move In	Lease Ends	Market Rent	Lease Rent	Deposits Held	Balance
6411-01	3BR 1FL	1,345	$0.61	Velasquez, Gloria(2)	1/4/2014	12/31/2016	$821.00	$815.00	$350.00	$0.00
6411-02	2BR 1FL	1,068	$0.66	Barreto, Jerry	2/8/2013	1/31/2017	$706.00	$702.00	$550.00	$0.00
6411-03	3BR 2FL	1,345	$0.61	Truss, Jeanette	12/28/2012	11/30/2016	$821.00	$815.00	$550.00	$0.00
6411-04	2BR 2FL	1,068	$0.66	Ogunnuga, Kikelomo O	11/14/2014	10/31/2016	$706.00	$702.00	$350.00	($702.00)
6411-05	2BR 1FL	1,068	$0.66	Kosiarski, Michele	3/9/2016	2/28/2017	$706.00	$706.00	$350.00	$0.00
6411-06	3BR 1FL	1,345	$0.02	Hernandez, Jalyne(2)	2/5/2016	1/31/2017	$821.00	$815.00	$350.00	($199.00)
6411-07	2BR 2FL	1,068	$0.66	Patton, Billio R	9/13/2012	8/31/2016	$706.00	$702.00	$350.00	$0.00
6411-08	3BR 2FL	1,345	$0.61	HOOKS, DELLA	6/1/2007	5/31/2016	$821.00	$815.00	$375.00	$0.00
6411-09	3BR 1FL	1,345	$0.61	Troisi, Bruce J	9/29/2015	9/30/2016	$821.00	$815.00	$350.00	$0.00
6411-10	2BR 1FL	1,068	$0.66	Worden, Lee A	1/16/2013	12/31/2016	$706.00	$702.00	$350.00	($702.00)
6411-11	3BR 2FL	1,345	$0.61	Pamias Luna, Jose J	4/17/2015	3/31/2017	$821.00	$815.00	$550.00	$0.00
6411-12	2BR 2FL	1,068	$0.66	Torres, kaylynn	7/16/2014	6/30/2016	$706.00	$702.00	$350.00	$0.00
6411-13	2BR 1FL	1,068	$0.05	Missouri, Sherika S	4/11/2015	3/31/2017	$706.00	$702.00	$350.00	$0.00
6411-14	3BR 1FL	1,345	$0.61	Burgos, Jane M	7/24/2014	6/30/2016	$821.00	$815.00	$815.00	$0.00
6411-15	2BR 2FL	1,068	$0.66	Davis, Cierra K(2)	6/12/2015	5/31/2016	$706.00	$702.00	$350.00	$0.00
6411-16	3/2 UP	1,345	$0.61	Cox Jr., Robert W	9/4/2015	8/31/2016	$821.00	$815.00	$550.00	$0.00
6412-01	3BR 1FL	1,345	$0.61	Fred, Marta	9/30/2015	8/31/2016	$821.00	$815.00	$350.00	$0.00
6412-02	2BR 1FL	1,068	$0.66	Chambers, Ricoy D.	4/21/2015	3/31/2016	$706.00	$702.00	$550.00	$0.00
6412-03	3BR 2FL	1,345	$0.61	Smith, Deanna L	2/7/2014	1/31/2017	$821.00	$815.00	$350.00	$0.00
6412-04	2BR 2FL	1,068	$0.66	Espinoza, Nataly B	6/14/2013	5/31/2016	$706.00	$702.00	$1,038.00	$0.00
6412-05	2BR 1FL	1,068	$0.66	Serrano, Angel	9/6/2013	8/31/2016	$706.00	$702.00	$450.00	$0.00
6412-06	3BR 1FL	1,345	$0.61	Olascuaga, Martha	3/18/2013	2/28/2017	$821.00	$815.00	$550.00	($45.00)
6412-07	2BR 2FL	1,068	$0.66	Franco-Diaz, Maribel	5/4/2012	4/30/2016	$706.00	$702.00	$350.00	$0.00
6412-08	3BR 2FL	1,345	$0.61	Champlin, Megan I	12/17/2015	11/30/2016	$821.00	$815.00	$350.00	$0.00
6412-09	3BR 1FL	1,345	$0.61	Maggiolo Gonzalez, Hector J	8/29/2015	7/31/2016	$821.00	$815.00	$350.00	$0.00
6412-10	2BR 1FL	1,068	$0.66	Ma, Wei	2/12/2014	1/31/2017	$706.00	$702.00	$350.00	$0.00
6412-11	3BR 2FL	1,345	$0.61	FLICK, ROBYN	12/30/2010	11/30/2016	$821.00	$815.00	$400.00	$0.00
6412-12	2BR 2FL	1,068	$0.20	Davis-Payden, Tara L	2/12/2015	1/31/2017	$706.00	$702.00	$350.00	$970.00
6412-13	2BR 1FL	1,068	$0.66	Martinez, Silvia	1/30/2015	12/31/2016	$706.00	$702.00	$350.00	$0.00
6412-14	3BR 1FL	1,345	$0.61	Cid, Princess J	11/16/2015	10/31/2016	$821.00	$815.00	$350.00	($815.00)
6412-15	2BR 2FL	1,068	$0.66	Ibarra- Huaracha, Luis M	10/1/2013	9/30/2016	$706.00	$702.00	$688.00	$0.00
6412-16	3BR 2FL	1,345	$0.61	Rodriguez, Israel	5/4/2012	4/30/2017	$821.00	$815.00	$350.00	$0.00
6432-01	3BR 1FL	1,345	$0.61	Ayala, Carlos M	12/18/2015	11/30/2016	$821.00	$815.00	$350.00	$0.00
6432-02	2BR 1FL	1,068	$0.66	Horn, Cynthia A	8/16/2015	7/31/2016	$706.00	$706.00	$0.00	$0.00
6432-03	3BR 2FL	1,345	$0.61	Lawrence, Latoria P	7/7/2014	6/30/2016	$821.00	$815.00	$1,165.00	$0.00
6432-04	2BR 2FL	1,068	$0.66	ENNISS, TERI	8/12/2005	7/31/2016	$706.00	$702.00	$300.00	$0.00
6432-05	2BR 1FL	1,068	$0.66	Soto, Nelly E	6/19/2015	5/31/2016	$706.00	$702.00	$550.00	$0.00
6432-06	3BR 1FL	1,345	$0.34	Resto, Lainie K.	12/1/2010	11/30/2016	$821.00	$815.00	$350.00	$0.00
6432-07	2BR 2FL	1,068	$0.66	Allen, Tia R	7/25/2014	6/30/2016	$706.00	$702.00	$350.00	$0.00
6432-08	3BR 2FL	1,345	$0.16	Almore, Tasha B	9/9/2014	8/31/2016	$821.00	$815.00	$550.00	$0.00
6432-09	3BR 1FL	1,345	$0.61	HANSEN, PHYLLIS	5/2/2005	4/30/2017	$821.00	$815.00	$500.00	$0.00
6432-10	2BR 1FL	1,068	$0.66	RODRIGUEZ PIZARRO, PEDR	7/1/2011	6/30/2016	$706.00	$702.00	$100.00	($702.00)
6432-11	3BR 2FL	1,345	$0.61	GRAHAM, CAROLE	7/5/2001	6/30/2016	$821.00	$815.00	$300.00	$0.00
6432-12	2BR 2FL	1,068	$0.66	HUNTER, KAHLANI	3/1/2003	2/28/2017	$706.00	$702.00	$300.00	$0.00
6432-13	2BR 1FL	1,068	$0.66	Maldonado, Heaven N	6/4/2015	5/31/2016	$706.00	$702.00	$350.00	$0.00
6432-14	3BR 1FL	1,345	$0.00	Mccullough, Damarrius D	5/9/2013	4/30/2016	$821.00	$815.00	$350.00	$0.00
6432-15	2BR 2FL	1,068	$0.66	Florez Rodriguez, Pilar	8/10/2015	7/31/2016	$706.00	$702.00	$702.00	$0.00
6432-16	3BR 2FL	1,345	$0.61	Linton, Jessica S	2/26/2015	1/31/2017	$821.00	$815.00	$350.00	$0.00
6433-01	3BR 1FL	1,134	$0.72	Lasprilla-Soto, Orlando	7/28/2015	6/30/2016	$821.00	$815.00	$550.00	$0.00
6433-02	2BR 1FL	1,068	$0.66	Colon, Alma	10/28/2014	9/30/2016	$706.00	$702.00	$550.00	$0.00
6433-03	3BR 2FL	1,134	$0.46	Chambers, Felicia	6/29/2012	6/30/2016	$821.00	$815.00	$350.00	$0.00
6433-04	2BR 2FL	1,068	$0.66	Keller, Camron C	2/19/2013	1/31/2017	$706.00	$702.00	$350.00	$0.00
6433-05	2BR 1FL	1,068	$0.66	Ayers, Deborah L	2/5/2016	1/31/2017	$706.00	$702.00	$350.00	$0.00
6433-06	3BR 1FL	1,345	$0.61	Reiner, John O	8/31/2015	7/31/2016	$821.00	$815.00	$350.00	($785.00)
6433-07	2BR 2FL	1,068	$0.66	Brun, Carline	9/15/2015	8/31/2016	$706.00	$702.00	$350.00	$0.00
6433-08	3BR 2FL	1,345	$0.61	RANGEL, ISABEL	6/1/2008	5/31/2016	$821.00	$815.00	$300.00	$0.00
6433-09	3BR 1FL	1,345	$0.61	Geary, Jason R	4/23/2012	3/31/2017	$821.00	$815.00	$350.00	$0.00
6433-10	2BR 1FL	1,068	$0.66	Carter, Quinneka N(2)	8/28/2013	7/31/2016	$706.00	$702.00	$688.00	$0.00
6433-11	3BR 2FL	1,345	$0.61	Tabares, Viviana	12/29/2015	11/30/2016	$821.00	$815.00	$815.00	$0.00
6433-12	2BR 2FL	1,068	$0.66	NORMAN, SANDRA	1/13/2007	12/31/2016	$706.00	$702.00	$400.00	$0.00

Pasco Woods Apartments
6135 Ryerson Circle
Wesley Chapel, FL 33544

Phone: (813) 994-7172

Rent Roll Report

As of 3/31/2016

Release 10.03

Units & Leases (200 leases)	Unit Type	Square Footage	Lease Cost /SF	Primary Tenant	Initial Move In	Lease Ends	Market Rent	Lease Rent	Deposits Held	Balance
6433-13	2BR 1FL	1,068	$0.66	VEGA TILLA, LUZ	7/29/2011	6/30/2016	$706.00	$702.00	$350.00	$0.00
6433-14	3BR 1FL	1,134	$0.72	Fields, Liyan	6/27/2014	5/31/2016	$821.00	$815.00	$550.00	$0.00
6433-15	2BR 2FL	1,068	$0.66	Guerrero, Manuel(2)	9/10/2013	8/31/2016	$706.00	$702.00	$350.00	$0.00
6433-16	3BR 2FL	1,345	$0.61	LOCICERO, APRILLYNN	2/3/2006	1/31/2017	$821.00	$815.00	$400.00	$0.00
6448-01	3BR 1FL	1,134	$0.72	Jackson, Jennifer L	7/29/2014	6/30/2016	$821.00	$815.00	$700.00	$0.00
6448-02	2BR 1FL	1,068	$0.66	Al-Naeb, Yousuf	9/30/2015	8/31/2016	$706.00	$702.00	$350.00	$0.00
6448-03	3BR 2FL	1,345	$0.10	Caldwell, Desheka	12/24/2014	11/30/2016	$821.00	$750.00	$350.00	($156.00)
6448-04	2BR 2FL	1,068	$0.66	Ferrer, Vera	2/19/2016	1/31/2017	$706.00	$702.00	$350.00	$0.00
6448-05	2BR 1FL	1,068	$0.66	Torres, Tiffany	9/30/2015	8/31/2016	$706.00	$702.00	$350.00	$0.00
6448-06	3BR 1FL	1,345	$0.00	Davis, Summer M	3/1/2010	2/28/2017	$821.00	$821.00	$100.00	$0.00
6448-07	2BR 2FL	1,068	$0.66	Buchholtz, Daniel	12/11/2013	11/30/2016	$706.00	$702.00	$688.00	$0.00
6448-08	3BR 2FL	1,345	$0.61	Gonzalez, Julio A	4/4/2014	3/31/2016	$821.00	$815.00	$350.00	$0.00
6448-09	3BR 1FL	1,345	$0.61	Carrasquillo Nieves, William	6/23/2014	5/31/2016	$821.00	$815.00	$450.00	$0.00
6448-10	2BR 1FL	1,068	$0.66	Haynes, Gina	9/2/2011	8/31/2016	$706.00	$702.00	$350.00	$0.00
6448-11	3BR 2FL	1,345	$0.61	Lamar, Nicole L	10/5/2012	9/30/2016	$821.00	$815.00	$350.00	$0.00
6448-12	2BR 2FL	1,068	$0.37	SMITH, SIERRE	3/24/2007	2/28/2017	$706.00	$703.00	$400.00	$0.00
6448-13	2BR 1FL	1,068	$0.66	Myers, Destini	1/15/2016	12/31/2016	$706.00	$702.00	$350.00	$0.00
6448-14	3BR 1FL	1,345	$0.61	Santana, Eddie	2/28/2014	1/31/2017	$821.00	$815.00	$350.00	$0.00
6448-15	2BR 2FL	1,068	$0.66	Reynolds-Green, Luveina	3/25/2015	2/28/2017	$706.00	$702.00	$550.00	$0.00
6448-16	3BR 2FL	1,134	$0.72	Sellers, Tonia D	1/4/2014	12/31/2016	$821.00	$815.00	$1,520.00	$0.00
Totals		**238,768**					**$152,700.00**	**$151,626.00**	**$89,295.00**	**($6,882.00)**

	Rent		Units		Square Footage	
Total	$152,700.00		200		238768	
Occupied	$151,626.00		200	100.0%	238768	100.0%
Vacant	$0.00		0	0.0%	0	0.0%

REAL ESTATE PURCHASE AND SALE AGREEMENT WITH ESCROW INSTRUCTIONS

Dated as of

March 24, 2016

By and Between

PASCO WOODS, LTD., a Florida limited partnership,

As Seller

and

HARMONY HOUSING ADVISORS, INC., a Delaware corporation,

As Buyer

regarding

PASCO WOODS APARTMENTS,

WESLEY CHAPEL, FLORIDA

REAL ESTATE PURCHASE AND SALE AGREEMENT
WITH ESCROW INSTRUCTIONS

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT WITH ESCROW INSTRUCTIONS ("**Agreement**") is dated as of March 24, 2016, and is entered into by and between PASCO WOODS, LTD., a Florida limited partnership ("**Seller**"), and HARMONY HOUSING ADVISORS, INC., a Delaware corporation ("**Buyer**"). As used herein the term "Buyer" shall mean Buyer or its Permitted Assign (as defined in this Agreement).

RECITALS

WHEREAS, Seller is the owner of the land and improvements, including an apartment complex commonly known as Pasco Woods Apartments, as further described on **Exhibit A** attached hereto.

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Property (as defined in this Agreement), subject to the terms and conditions of this Agreement and the exhibits attached hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. When used in this Agreement and the exhibits attached hereto, the following terms shall have the following meanings unless otherwise specifically defined. The singular shall include the plural and the masculine gender shall include the feminine and the neuter unless otherwise required by the context.

"**Additional Title Policy Charge**" shall have the meaning set forth in Section 11 of this Agreement.

"**Anti-Terrorism Laws**" shall mean any laws related to terrorism or money laundering, including Executive Order 13224 and the USA Patriot Act, and any regulations promulgated under either of them.

"**Assignment and Assumption of Restrictive Covenants**" shall mean an assignment of the Restrictive Covenants in such form as may be reasonably required by FHFC and the County HFA, as applicable, and acceptable to Buyer in its discretion, such acceptance not to be unreasonably withheld, conditioned or delayed.

"**Broker**" shall mean Marcus & Millichap.

"**Buyer's Title Notice**" shall have the meaning set forth in Section 8(a) of this Agreement.

"**Cash Equivalent**" shall mean a wire transfer of funds or other good and immediately available funds.

"**Closing**" shall have the meaning set forth in Section 18 of this Agreement.

"**Closing Agent**" shall mean Greenburg Traurig P.A.

"**Closing Date**" shall mean the date on which the Closing actually occurs.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended.

"**Complete Rental Applications**" shall mean copies of all rental applications, employment verifications or other information reasonably necessary for Buyer to determine the income levels of the Tenants reflected on the rent roll.

"**Contingency Expiration Date**" shall mean the date which is thirty (30) days after the date of this Agreement, or such earlier date as may be specified by Buyer by delivering written notice thereof to Seller.

"**County**" shall mean the County in which the Real Property is located.

"**County HFA**" shall mean the Pasco County Housing Finance Authority.

"**County Loan"** shall mean that certain loan made by the County HFA to the Seller, having a current outstanding balance approximately equal to $7,470,000.00, which loan is evidenced by a Promissory Note, dated as of July 1, 1999, from Seller to the County HFA and secured by that certain Mortgage from Seller to the County HFA, dated as of July 1, 1999 and recorded on July 23, 1999 in Official Records Book 4193, Page 1851, which County Loan will be satisfied, and which County Loan Documents (as defined below) will be released and terminated, in each case simultaneously with the Closing; said Promissory Note, Mortgage and other document which evidence and secure the County Loan are referred to herein as the "**County Loan Documents**".

"**Delinquent Rents**" shall mean rents that are past due as of the Closing Date.

"**Deposit**" shall mean, to the extent deposited with Escrow Agent, the Initial Deposit and, if applicable, the Extension Deposit.

"**Effective Date**" shall mean the date of this Agreement.

"**Endorsements**" shall have the meaning set forth in Section 11 of this Agreement.

"**Escrow Agent**" shall mean the Title Company.

"**Existing Survey**" shall have the meaning set forth in Section 8(a) of this Agreement.

"**Extension Deposit**" shall have the meaning set forth in Section 18 of this Agreement.

"**FHFC**" shall mean the Florida Housing Finance Corporation.

"**FHFC Loan**" shall mean that certain loan made by FHFC to the Seller, having a current outstanding balance approximately equal to $2,000,000.00, which loan is evidenced by a Promissory Note, dated as of March 14, 2000 from Seller to FHFC and secured by that certain Mortgage from Seller to FHFC, dated as of March 14, 2000 and recorded on March 23, 2000 in Official Records Book 4334, Page 741, as modified by First Global Amendment recorded February 9, 2015 in Official Records Book 9145, Page 3621, which FHFC Loan will be (a) satisfied by Seller if either (i) Buyer does not exercise the Loan Assumption Option or (ii) if Buyer exercises the Loan Assumption Option, but Seller elects to proceed under Section 24(f) below, if applicable (and in either such case, the FHFC Loan Documents (as defined below) will be released and terminated, in each case simultaneously with the Closing) or (b) assumed by Buyer if Buyer exercises the Loan Assumption Option and timely obtains all Required Consents in connection with same; said Promissory Note, Mortgage and other document which evidence and secure the FHFC Loan are referred to herein as the "FHFC Loan Documents".

"**Funds**" shall mean all escrows, reserves, funds, letters of credit, bonds, security deposits or other funds deposited by Seller with respect to the Property, in connection with any utility deposits.

"**General Assignment**" shall mean a General Assignment and Bill of Sale in the form of **Exhibit E** attached hereto.

"**Governmental Authority**" shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

"**Governmental Requirement**" hall mean any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Seller or the Property.

"**Hazardous Materials**" shall have the meaning set forth in Section 17(d) of this Agreement.

"**Housing Authority**" shall mean each housing authority or corporation, including without limitation FHFC and the County HFA, having jurisdiction over the Property.

"**Improvements**" shall mean the apartment complex and all other buildings, structures and improvements located upon the Real Property.

"**Initial Deposit**" shall have the meaning set forth in Section 4 of this Agreement.

"**Intangibles**" shall mean, to the extent assignable by and in the possession of Seller or its property manager: (i) any and all permits, licenses, certificates of occupancy and the like relating to the Property; (ii) any and all bonds, warranties, and guaranties relating to the Property; (iii) any and all third party site plans, surveys, environment, soil and substrata studies or assessments, plans and specifications, engineering plans and drawings, landscaping plans or other plans, diagrams or studies of any kind relating to the Property; (iv) books and records relating to the Tenants; (v) the name "Pasco Woods Apartments"; (vi) the telephone numbers, fax numbers and email addresses for the Property; and (vii) any and all goodwill or other intangible property directly relating to the Property.

"**Lease Assignment**" shall mean an Assignment and Assumption of Leases in the form of **Exhibit D** attached hereto.

"**Loan Assumption**" shall have the meaning set forth in Section 24(c).

"**Loan Assumption Amount**" shall mean, if Buyer elects to assume the FHFC Loan, the then-outstanding principal balance of the FHFC Loan on the Closing Date.

"**Loan Assumption Option**" shall have the meaning set forth in Section 24(b).

"**Losses**" shall mean any and all demands, losses, costs, charges, damages, claims, liens, liabilities, obligations, suits, causes of action, judgments, settlements, penalties, fines, interest and/or expenses of any kind and nature, including, without limitation, attorneys', accountants' and other professionals' costs and fees.

"**Non-Refundable Deposit**" shall have the meaning set forth in Section 4(c) of this Agreement.

"**Opening of Escrow**" shall mean the date that both (i) Buyer receives a fully executed copy of this Agreement and (ii) the Initial Deposit has been delivered to Escrow Agent.

"**Outside Closing Date**" shall mean July 9, 2016.

"**Permitted Assign**" shall mean any limited partnership in which Buyer, a 501(c)(3) entity or a subsidiary that is directly or indirectly wholly-owned by Buyer or a 501(c)(3) entity, is the general partner or (ii) a 501(c)(3) entity, or with the prior written consent of Seller, any other person or entity.

"**Permitted Exceptions**" shall mean (i) all items and matters identified as a "Permitted Exception" in Section 8(a) of this Agreement, (ii) the rights of tenants as tenants only under the Tenant Leases, and (iii) all items and matters which would be shown on an ALTA survey (except to the extent that any such item or matter constitutes a Rejected Exception).

"**Personal Property**" shall mean the mechanical systems, fixtures, furniture, appliances, tools, supplies, inventories, furnishings, equipment and other items of tangible personal property

placed or installed on or about the Real Property or the Improvements and which are owned by Seller and used as a part of or in connection with the Property, including, without limitation, all heating, ventilation and air conditioning compressors, engines, systems and equipment; any and all elevators, electrical fixtures, systems and equipment; all plumbing fixtures, systems and equipment; and all keys. Personal Property shall exclude personal property that is owned by the Tenants, former tenants or the management company, or which is leased pursuant to a Service Contract or Permitted Exception.

"**Prior Noncompliance**" shall have the meaning set forth in Section 23 of this Agreement.

"**Prohibited Person**" shall mean (i) a person or entity subject to the provisions of Executive Order 13224; (ii) a person or entity owned or controlled by, or acting for or on behalf of, an entity subject to the provisions of Executive Order 13224; (iii) a person or entity with whom Seller or Buyer (as applicable) is prohibited from dealing by any of the Anti-Terrorism Laws; (iv) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control; or (v) a person or entity that is affiliated with a person or entity described in clauses (i) through (iv) of this definition, if an entity existing in the United States is prohibited from doing business with such affiliated person or entity.

"**Property**" shall mean Seller's right, title and interest in the Real Property, the Improvements, the Personal Property, and, to the extent assignable, the Intangibles, the Tenant Leases and those Service Contracts being assigned to and assumed by Buyer pursuant to this Agreement.

"**Property Files**" shall have the meaning set forth in Section 8(b) of this Agreement.

"**Purchase Price**" shall mean the monetary consideration specified in Section 3 of this Agreement.

"**Real Property**" shall mean the certain real estate, located in the County and State, and further described on **Exhibit A** attached hereto.

"**Rejected Exceptions**" shall have the meaning set forth in Section 8(a) of this Agreement.

"**Rent**" shall include, but not be limited to, all base rent, additional rent, late fees and any other payments for miscellaneous services performed by Seller under any Lease.

"**Representatives**" shall mean, with respect to any person or entity, the direct and indirect directors, principals, officers, partners, members, shareholders, agents, contractors, employees, lawyers, accountants, advisors, asset managers, consultants, and other representatives of such person or entity, and its prospective lenders and investors.

"**Required Consents**" shall mean the timely notice to, and/or the written consent or approval of each governmental or regulatory body, including, without limitation, the Housing Authority, pursuant to the requirements applicable thereto and to the extent required for the consummation of the transactions contemplated by this Agreement and the exhibits attached hereto, including, without limitation, (a) the Purchase of the Property by Buyer, (b) if Buyer exercises the Loan Assumption Option, except as otherwise provided in Section 24(f) of this Agreement, the assumption of all of Seller's obligations arising from and after the Closing under the FHFC Loan, (c) the assumption of all of Seller's right, title, obligations and interest in the Restrictive Covenants arising from and after the Closing pursuant to and in accordance with the Assignment of Restrictive Covenants, (d) the satisfaction and termination of the security instruments securing the County Loan and, (e) if Buyer does not exercise the Loan Assumption Option, the FHFC Loan.

"**Restrictive Covenants**" shall mean the Extended Low-Income Housing Agreement given by the Seller to FHFC, the Land Use Restriction Agreement(s) executed in connection with the FHFC Loan (or if none, the rent restrictions and income limitations otherwise set forth in the FHFC Loan Documents, if any), the Land Use Restriction Agreement(s) executed in connection with the County Loan if the same survives the repayment in full of the County Loan (or if none, the rent restrictions and income limitations set forth in the County Loan Documents, which survive the repayment in full of the County Loan or that are required to be incorporated into separate instrument and recorded against title to the Real Property upon satisfaction of the County Loan Documents, if any), and any similar restrictive covenants affecting the Property.

"**Scheduled Closing Date**" shall have the meaning set forth in Section 18 of this Agreement.

"**Seller Indemnified Parties**" shall mean Seller and Seller's Representatives.

"**Seller's Title Notice**" shall have the meaning set forth in Section 8(a) of this Agreement.

"**Service Contracts**" shall mean all service contracts, maintenance agreements, employment agreements, management agreements and other agreements affecting the Property (including, without limitation, any equipment leases or laundry room leases) and entered into by Seller or its property manager, or their respective predecessors-in-interest.

"**Special Warranty Deed**" shall mean a deed in the form of **Exhibit B** attached hereto.

"**State**" shall mean the State in which the Real Property is located.

"**Tax Credit Laws**" shall have the meaning set forth in Section 23(a) of this Agreement.

"**Tax Credits**" shall have the meaning set forth in Section 23(a) of this Agreement.

"**Tenant Deposits**" shall mean the refundable deposits, if any, made by Tenants (including any interest accrued and unpaid thereon for the benefit of Tenants) less the amount

such deposits have been charged, offset or otherwise reduced by Seller as permitted under the Tenant Leases or under applicable law.

"**Tenant Lease Costs**" shall have the meaning set forth in Section 7(c) of this Agreement.

"**Tenant Lease Transactions**" shall have the meaning set forth in Section 7(c) of this Agreement.

"**Tenant Leases**" shall mean the agreements affecting the Property pursuant to which Tenants are leasing, renting and/or occupying space within the Improvements.

"**Tenant Notice Letter**" shall mean a Tenant Notice Letter in the form of **Exhibit F** attached hereto.

"**Tenant Files Audit**" shall mean the random selection of Tenant applications submitted by Seller to the Housing Authority for the 2016 audit by the Housing Authority and made available to Buyer as part of the Property Files.

"**Tenants**" shall mean the tenants of the Real Property and Improvements as of the Closing.

"**Threshold Amount**" shall mean an amount equal to the product of (a) ten percent (10%) times (b) the Purchase Price.

"**Title Commitment**" shall have the meaning set forth in Section 8(a) of this Agreement.

"**Title Company**" shall mean First American Title Insurance Company.

"**Title Policy**" shall have the meaning set forth in Section 9(a)(ii) of this Agreement.

"**Title Requirements**" shall mean those requirements set forth in the Title Commitment which are to be performed or otherwise satisfied as a condition to the issuance of the Title Policy by the Title Company.

"**Updated Survey**" shall have the meaning set forth in Section 8(a) of this Agreement.

2. Purchase and Sale. Seller hereby agrees to assign, sell and convey the Property to Buyer, and Buyer hereby agrees to purchase, accept and acquire the Property from Seller, subject to the terms and provisions of this Agreement and the exhibits attached hereto.

3. Price. The total Purchase Price to be paid by Buyer to Seller for the Property shall be the sum of Fifteen Million Three Hundred Eight Thousand One Hundred Ninety and 87/100 Dollars ($15,308,190.87), subject to adjustments, credits and prorations as set forth in this Agreement.

4. Payment of Purchase Price. The Purchase Price shall be payable as follows:

(a) Deposit; Interest. Within two (2) business days after execution and delivery of this Agreement by all parties hereto, Buyer shall deposit with Escrow Agent cash or Cash Equivalent in the amount of Two Hundred Thousand and No/100 Dollars ($200,000.00) ("**Initial Deposit**"). If the Buyer makes the Extension Deposit in accordance with Section 18, then such amount shall become part of the Deposit. While held by the Escrow Agent, upon the request and at the direction of Buyer, the Deposit shall be placed in an interest-bearing account under Buyer's taxpayer identification number with all interest reported under such taxpayer identification number, and all interest so earned in connection with the Deposit shall be deemed a part of the Deposit. The entire Deposit (including the Non-Refundable Deposit (as such term is defined below)) shall be credited to Buyer and applied toward payment of the Purchase Price upon the Closing.

(b) Cash Balance. On or before the Closing Date, Buyer shall deposit with Escrow Agent additional cash or Cash Equivalent equal to the sum of (i) the amount of the Purchase Price, minus (ii) the amount of the Deposit, minus (iii) if Buyer exercises the Loan Assumption Option, the Loan Assumption Amount (unless Seller thereafter elects to repay the FHFC Loan in full in accordance with Section 24(f) of this Agreement, if applicable), plus (iv) the amount of Buyer's share of expenses, and plus (or minus) (v) the amount of adjustments, credits and prorations due from (or owed to) Buyer in accordance with Section 13 of this Agreement.

(c) Non-Refundable Deposit. Fifty Thousand and No/100 Dollars ($50,000.00) of the Initial Deposit (the "**Non-Refundable Deposit**") shall be disbursed by Escrow Agent to Seller upon the later of (y) the Opening of Escrow or (z) the delivery of the Title Commitment to Buyer, which Title Commitment (i) evidences that Seller is the fee simple owner of the Real Property, (ii) does not contain any exception for monetary liens other than monetary liens that constitute Mandatory Rejected Exceptions and (iii) does not contain any exceptions (other than those relating to Required Consents) that prohibit the transactions contemplated hereby. If the Title Commitment contains any monetary liens other than monetary liens that constitute Mandatory Rejected Exceptions, then the Non-Refundable Deposit shall be disbursed by Escrow Agent to Seller on the earlier of (A) the date that Seller elects to eliminate such matters as exceptions in the Title Commitment pursuant to Section 8(a)(ii)(A) or (B) if Seller has not terminated this Agreement in accordance with Section 8(a)(iv) of this Agreement, the Contingency Expiration Date. Upon its disbursement to Seller, the Non-Refundable Deposit shall become the property of Seller, free of all escrows established hereby, except to the extent set forth in the immediately succeeding sentence. Seller will have no obligation to return the Non-Refundable Deposit to Buyer unless this Agreement is terminated in accordance with the provisions of Sections 8(a)(vi), 8(a)(vii) (solely with respect to an Updated Survey), 9(c), 15(o) (but only if there is a new item, fact or circumstance that is a result of Seller's sole act, error and/or omission which is materially adverse to Buyer), 20(a), 21 or 23(c)(ii) (but only if the Required Consent is not obtained as a result of Seller's acts, errors and/or omissions or if based on the existing condition of the Property or any other property owned by Seller), or if Buyer is expressly entitled to a refund of the Deposit pursuant to Section 9(c) this Agreement.

5. Special Warranty Deed. At the Closing, Seller shall convey the Real Property and Improvements to Buyer by the Special Warranty Deed and the other documents to be delivered under this Agreement.

6. Delivery of Agreement; Failure of the Opening of Escrow. A fully executed copy of this Agreement shall be delivered to the Escrow Agent by Seller, and this Agreement shall, thereupon, constitute escrow instructions. If the Opening of Escrow has not occurred within ten (10) days after the date of this Agreement, this Agreement shall be null and void ab initio and of no further force and effect.

7. Operation of Property Through Closing. From the Date of this Agreement until the Closing (or earlier termination of this Agreement):

(a) Except as otherwise provided in this Section 7, Seller shall manage and operate the Property in accordance with Seller's current business practices.

(b) Maintenance of Property. From and after the Effective Date, Seller shall not perform any construction or removal of any Improvements, or make any other material change or improvement on or about the Property without the prior written consent of Buyer except in the ordinary course of business, as required by laws or tenant Leases or to make necessary repairs (it being understood and agreed that such consent shall not be unreasonably withheld, conditioned or delayed prior to the Contingency Expiration Date and, in all events, shall be deemed given if Buyer fails to respond to any Seller request for such consent within five (5) business days). Between the Effective Date and the Closing Date, Seller shall operate the Property in substantially manner as the Property is now operated, but shall not be required to make any capital improvements. All building supplies and maintenance materials and equipment, if any, located at the Property and which are owned by Seller on the Closing Date will be delivered and transferred to the Buyer at no additional cost to the Buyer.

(c) Tenant Leases. If Seller intends to enter into any new Tenant Lease or Tenant Lease modification (collectively the "**Tenant Lease Transaction(s)**") at any time prior to the termination of this Agreement, and either the applicable Tenant Lease is in a form other than Seller's form of lease or the terms of such Tenant Lease Transaction(s) provide rent that is less than the standard rent for similar units charged to Tenants in the ordinary course of Seller's leasing of the Property, a Tenant Lease with a term longer than twelve (12) months and/or for the Seller to perform, pay or contract for any tenant improvement work or additional landlord work required pursuant to such Tenant Lease Transaction(s), or to pay or contract for any leasing commissions or to grant any free rent period or other financial concessions (collectively the "**Tenant Lease Costs**"), then at least forty eight (48) hours prior to the execution of the documents concerning such Tenant Lease Costs, Seller shall provide to Buyer for prior written approval, not to be unreasonably withheld, delayed or conditioned, the portion of such Tenant Lease Costs relating to the period after Closing. Seller may request Buyer's consent via email sent to kbrewer@greystonepmc.com and bill.guessford@greystone.com with the title "**PASCO WOODS – REQUEST FOR BUYER'S CONSENT TO LEASING TRANSACTION**" and containing the basic terms of the transaction and such additional information regarding the transaction as Buyer may

reasonably request, provided, further, that, with respect to any proposed leasing transaction, if Buyer fails to respond to Seller's email within two (2) business days' receipt of Seller's email, Buyer shall be deemed to have consented to such transaction. Subject to the terms of this Section 7(c), Seller will continue to lease apartment units in the Property in the ordinary course of business. Seller shall provide an updated Rent Roll within ten (10) days following the end of each calendar month between the Effective Date and the Closing Date or upon the request of Buyer.

(d) Service Contracts. After the Effective Date Seller shall not enter into any new Service Contract or extend, replace, renew or terminate any Service Contract without the prior written consent of Buyer (except in the case of an emergency as may be reasonably necessary to protect the health or safety of individuals or the preservation of the Property), unless such Service Contracts may be terminated at Closing or are terminable without penalty upon thirty (30) days' notice. If Buyer's consent is required under this subsection (d), then such consent shall be deemed given if Buyer fails to respond to any Seller request for such consent within five (5) business days.

(e) No Further Encumbrances. After the Effective Date, Seller shall not intentionally create, incur or permit to exist any mortgage, lien, pledge or other encumbrance which shall be binding on the Property, Seller and/or the Buyer after the Closing, other than the Permitted Exceptions.

(f) Governmental Requirements. Seller shall, upon receipt of written notice thereof, notify Buyer promptly of any violation or alleged violation of any applicable Governmental Requirements, Tax Credit Laws and/or Restrictive Covenants, and/or any change in any applicable Governmental Requirements which might reasonably affect the value or use of the Property to Buyer. Seller shall use commercially reasonable efforts to cause the Property to be operated in compliance with all applicable Tax Credit Laws and Restrictive Covenants.

(g) Tenant Lease Obligations. Prior to the Closing Date, Seller shall use commercially reasonable efforts to perform its obligations as landlord under the Leases in the ordinary course of business, and shall advise Buyer of any notices of default received by Seller from tenants under the Leases, and promptly cure any such default to the extent commercially reasonable to do so.

(h) Condemnation Proceedings. Promptly upon receiving written notice of the institution of any proceedings for the condemnation of the Property, or any portion thereof, or any other proceedings arising out of injury (other than personal injury claims that are fully covered by insurance maintained by Seller or its affiliates) or material damage to the Property, or any portion thereof, Seller will notify Buyer of the pendency of such proceedings.

(i) Tax Credits. Seller shall cooperate with Purchaser and the Housing Authority, or other applicable state allocation agency, at Seller's cost and expense to provide all documentation, to the extent in Seller's possession and not previously delivered to Purchaser, relating to the operation of the Property (collectively, the "**Seller Documentation**") in order

for Purchaser to establish and verify the Property's prior, current, and ongoing compliance with Section 42 of the Internal Revenue Code of 1986, any such regulations, pronouncements and any applicable Declaration of Restrictive Covenants. This Paragraph shall survive the Closing.

8. Title; Property Files; Buyer's Inspection Rights.

(a) Title.

(i) Commitment. Within five (5) business days after the Opening of Escrow, Seller shall cause the Title Company, through the Closing Agent, to issue and deliver to Buyer a commitment to insure the Real Property to be conveyed hereunder and copies of all recorded documents shown as exceptions to title on such title commitment (collectively, the "**Title Commitment**", as further defined in Section 8(a)(vi) of this Agreement).

(ii) Title Notices. Within ten (10) business days after the receipt of the Title Commitment, Buyer shall notify Seller in writing (the "**Buyer's Title Notice**") as to which items, if any, disclosed in the Title Commitment are not acceptable to Buyer. Within five (5) business days following Seller's receipt of Buyer's Title Notice, Seller shall notify Buyer ("**Seller's Title Notice**") that, with respect to each matter objected to in Buyer's Title Notice: (A) it shall take such actions as may be necessary to eliminate such matter as an exception in the Title Commitment (including, except with respect to encumbrances securing indebtedness (other than mechanics' and materialmen's liens), through affirmative coverage from the Title Company, if available, or by bonding); or (B) it shall not take any or all of the actions identified in Buyer's Title Notice with respect to such matter. Except to the extent Seller's Title Notice expressly states that Seller will take an action with respect to a matter identified in Buyer's Title Notice (or if Seller fails to deliver Seller's Title Notice within such five (5) business day period), then Seller shall be deemed to have elected clause (B) of this Section 8(a)(ii) with respect to each matter objected to in Buyer's Title Notice.

(iii) Rejected Exception. As used in this Section 8(a), the term "**Rejected Exception**" means a matter which is both: (x) expressly objected to in Buyer's Title Notice (to the extent of such objection); and (y) expressly agreed to be eliminated in Seller's Title Notice (to the extent of such agreement). Notwithstanding the foregoing or anything to the contrary contained herein, Seller shall, at Seller's sole cost and expense, (A) cure by removal of any mortgage or deed of trust placed or permitted to be placed on the Property by Seller (other than those associated with the FHFC Loan if Buyer exercises the Loan Assumption Option and Seller does not thereafter elect to repay the FHFC Loan in full in accordance with Section 24(f) of this Agreement, if applicable), (B) to cure by removal all liens or encumbrances voluntarily created or intentionally permitted to be placed of record by Seller at any time on or after the date of this Agreement

(other those which have been approved by Buyer in writing), and (C) unless otherwise caused or approved by Buyer, cure by removal, bonding or insurance over other monetary liens encumbering the Property for judgments, taxes, code violation liens and other liquidated amounts which Seller voluntarily placed of record or that result from a mechanic's or materialman's lien for work performed on the Property by, or at the direction of, Seller (other than taxes which are subject to adjustment pursuant to this Agreement), provided that such monetary lien shall not be the result of any act or omission of Buyer or any of its Representatives (the matters described in the foregoing clauses (A) through (C) are, collectively, the **Mandatory Rejected Exceptions**").

(iv) Title Contingency. In the event Buyer fails to timely deliver Buyer's Title Notice, then Buyer shall be deemed to have waived all title objections to matters shown in the Title Commitment (other than the Mandatory Rejected Exceptions). If Buyer has timely delivered Buyer's Title Notice and Seller elects (or is deemed to have elected) to proceed (in whole or in part) in accordance with clause (B) of Section 8(a)(ii) of this Agreement, then Buyer shall have until 5:00 p.m. EST on the Contingency Expiration Date to terminate this Agreement by delivering written notice thereof to Seller, in which case the provisions of Section 9(c) of this Agreement shall govern. If Buyer shall fail to provide Seller with written notice of termination on or before 5:00 p.m. EST on the Contingency Expiration Date, then Buyer shall be deemed to have waived all of its title objections (except with respect to the Rejected Exceptions and the Mandatory Rejected Exceptions).

(v) Title Policy. Each item and matter revealed by the Title Commitment (other than the Rejected Exceptions and the Mandatory Rejected Exceptions) shall be a "**Permitted Exception**" under this Agreement. It shall be a condition precedent to Buyer's obligations at Closing hereunder that the Title Policy (as further defined in Section 9(a)(ii) of this Agreement) shall be as described in the Title Commitment (but free of each Rejected Exception and Mandatory Rejected Exception), subject to the provisions of this Section 8(a). Buyer shall use commercially reasonable efforts to satisfy or eliminate, on or before the Closing Date, those Title Requirements to be performed or otherwise satisfied by Buyer. Seller shall use commercially reasonable efforts to satisfy or eliminate, on or before the Closing Date, those Title Requirements to be performed or otherwise satisfied by Seller. Notwithstanding anything to the contrary in this Agreement, (y) Seller shall not be required to expend any funds in connection with the Title Policy except (i) amounts required to remove Rejected Exceptions and (ii) any amounts required to remove any Mandatory Rejected Exceptions; and (z) Seller may satisfy the Rejected Exceptions, the Title Requirements to be performed or otherwise satisfied by Seller, and any other items and matters not revealed by the Title Commitment in any manner that will result in the Title Company issuing the Title Policy (e.g. by providing a surety bond or other collateral acceptable to the Title Company) and which is reasonably acceptable to Buyer. Except as expressly required under the preceding provisions

of this Section 8(a)(v), (A) Seller shall have no obligation to incur any expense or liability to satisfy or eliminate any Rejected Exception, Title Requirement or other item or matter not revealed by the Title Commitment, (B) no failure by Seller to satisfy or eliminate any Rejected Exception, Title Requirement or other item or matter not revealed by the Title Commitment shall constitute a breach of or default under this Agreement by Seller and Seller shall not have any liability for damages, and (C) if Seller fails to eliminate or satisfy, on or before the Closing Date, any Rejected Exception, Mandatory Rejected Exception or Title Requirement to be performed or otherwise satisfied by Seller, then Buyer shall have the sole option of either: (x) terminating this Agreement for failure to satisfy a Buyer closing condition under Section 9(a) of this Agreement by delivering written notice thereof to Seller and Escrow Agent prior to Closing, in which case the provisions of Section 9(c) of this Agreement shall govern; or (z) proceeding to Closing, subject to the provisions set forth herein. If Seller willfully fails to eliminate or satisfy on or before the Closing Date any Rejected Exception, Mandatory Rejected Exception or Title Requirement to be performed or otherwise satisfied by Seller, and Buyer elects to terminate this Agreement in accordance with clause (C)(x) of the immediately preceding sentence, then the provisions of Section 20(a) of this Agreement shall apply. If, despite Seller's failure to cure any Rejected Exception, Title Requirement or Mandatory Rejected Exception on or prior to Closing, Buyer proceeds to Close the transaction contemplated hereby, then upon Closing, Buyer shall be deemed to have waived any objection to such items. Without limiting the foregoing, upon Closing, all objections to the items and matters reflected on the Title Policy and each such item and matter shall thereafter be a "Permitted Exception" under this Agreement. Notwithstanding anything herein to the contrary, in no event shall a mortgage, deed of trust or other security instrument that is created as a result of the intentional act of Seller be a Permitted Exception.

(vi) Supplemental Title Commitment. In the event the Title Company issues one or more supplemental Title Commitments, the "Title Commitment" shall be deemed amended to incorporate the changes reflected in such supplemental Title Commitments. Notwithstanding the foregoing, Buyer shall have five (5) business days following receipt by Buyer of a supplemental Title Commitment to deliver a supplemental Buyer's Title Notice with respect to any new item not shown on the Title Commitment. Within two (2) business days following Seller's receipt of the supplemental Buyer's Title Notice, Seller shall provide Buyer with a supplemental Seller's Title Notice. If Buyer has timely delivered a supplemental Buyer's Title Notice and Seller elects (or is deemed to have elected) to proceed (in whole or in part) in accordance with clause (B) of Section 8(a)(ii) of this Agreement with respect to any or all of the items identified in such supplemental Buyer's Title Notice, then Buyer shall have five (5) business days following receipt by Buyer of a supplemental Seller's Title Notice to terminate this Agreement by delivering written notice thereof to Seller, in which case the provisions of Section 9(c) of this Agreement shall govern (in the event that the Closing Date shall then be scheduled to occur prior to such five (5)

business day notice period, then the Closing Date, at the election of Buyer, shall be extended for five (5) business days). If Buyer shall fail to provide Seller with written notice of termination on or before such date, then Buyer shall be deemed to have waived all of its objections to the items appearing in such supplemental Title Commitment (except with respect to the Rejected Exceptions and the Mandatory Rejected Exceptions). Except as expressly modified herein, the provisions of Section 8(a) of this Agreement, including, without limitation, the timing and effect of any notices to be delivered and the effect of any failure to deliver same, shall govern with respect to any such additional Buyer's Title Notice.

(vii) Survey Matters. Seller has delivered to Buyer the most current survey of the Property in its possession or control (the "**Existing Survey**"). If the Existing Survey shows any encroachment on the Property, or that any improvement located on the Property encroaches on the land of others, or if the Existing Survey shows any other defect which would affect either the marketability of title to the Property or Buyer's intended use of the Property, or if any aspect of the Existing Survey is objectionable to Buyer, Buyer shall, prior to 5:00 p.m. EST on the Contingency Expiration Date, notify Seller of such encroachment or defect and such encroachment or defect shall be treated in the same manner as an exception objected to by Buyer in Buyer's Title Notice under this Agreement. Buyer shall within five (5) business days following the Effective Date, at its expense, engage a surveyor to prepare updated or new survey (the "**Updated Survey**") of the Property and shall thereafter employ commercially reasonable efforts to cause the surveyor to prepare such Updated Survey as soon as possible. If the Updated Survey is delivered after the date that is five (5) business days prior to the Contingency Expiration Date, then, so long as Buyer has complied with its obligations under the immediately preceding sentence, Purchaser shall have five (5) business days after receipt of the Updated Survey to examine the Updated Survey and to notify Seller of any encroachment on the Property, or any encroachment by any improvement located on the Property onto the land of others, or any other defect which would affect either the marketability of title to the Property or Buyer's intended use of the Property, or any aspect of the Updated Survey that is objectionable to Buyer, in each case, solely to the extent such matter was not reflected in the Existing Survey, and, in such case, such encroachments or defects shall be treated in the same manner as an exception objected to by Buyer in Buyer's Title Notice under this Agreement. Buyer's failure to timely notify the Seller of Existing Survey and/or Updated Survey defects (or failure to timely engage a surveyor to prepare the Updated Survey) shall be deemed a waiver of such defects.

(b) Documents and Materials To Be Made Available to Buyer. Within five (5) business days after the Opening of Escrow, Seller will make available to Buyer the Property Files (as defined in this Section 8(b)) of Seller. To the extent such items are in the possession or control of Seller or its property manager, the "**Property Files**" are defined as the items set forth on **Exhibit I** attached hereto, and any other documents, instruments or other written information

with respect to the Property that Seller may, in its sole discretion, provide to Buyer or Buyer's Representatives upon such party's request, or which Buyer or Buyer's Representative may otherwise obtain from Seller or Seller's Representatives; provided, however, that Seller shall not be obligated to provide, update, prepare, or cause to be updated or prepared any of the above referenced items which may or may not be listed on **Exhibit I**, except that Seller shall provide updated rent rolls to Buyer upon request (but not more often than once per calendar month). Subsequent to the Contingency Expiration Date, Seller shall make available for Buyer's review the items listed on **Exhibit J**. Buyer understands and acknowledges that except as specifically set forth in this Agreement, neither Seller nor any of Seller's Representatives makes and/or has made any representation or warranty to Buyer as to the accuracy or completeness of the Property Files and that neither Seller nor any of Seller's Representatives has made or will make any attempt to verify the data contained therein, provided, however, if Seller obtains actual knowledge that any information contained in the Property Files is materially incorrect, Seller shall provide Buyer written notice of such incorrect information. Buyer agrees that Seller shall not have any liability to Buyer as a result of Buyer's use of the Property Files.

(c) Buyer's Inspection Rights From the Opening of Escrow and until the Closing or earlier termination of this Agreement, Buyer and Buyer's Representatives shall be provided with access to the Property and shall be permitted to inspect and examine the Property upon reasonable advance notice to Seller, subject in all cases to the provisions of this Section 8(c) and the indemnification provisions described in Section 8(d) of this Agreement. Subject to the rights of the tenants, Buyer and its Representatives shall have the right to conduct one or more "walk throughs" of the Property. Seller shall be entitled to have a representative present at all times while Buyer or its Representatives are physically on the Property. It is understood and agreed that Buyer shall be responsible to perform such inspections and other examinations of the Property as Buyer deems necessary or desirable (including, without limitation, any tests, studies, investigations, inspections and other examinations of physical and environmental conditions of the Property); provided, however, that as a condition precedent to exercising such rights, Buyer shall deliver to Seller a Certificate of Insurance for Buyer and its Representatives evidencing commercial general liability coverage of not less than $2,000,000 combined limits, worker's compensation insurance at statutory limits, and employer's liability coverage of not less than $1,000,000. Buyer's commercial liability insurance shall name Seller and its property manager as an additional insured. Notwithstanding anything to the contrary set forth herein, neither Buyer nor its Representatives shall conduct any soil or water sampling or other invasive testing or sampling at the Property without the prior written consent of Seller (which may be granted or withheld in Seller's sole and absolute discretion). All tests, studies, investigations, inspections and other examinations by Buyer of the Property shall be conducted in a non-invasive manner. Buyer shall restore the Property to its original condition promptly after completing each such test, study, investigation, inspection and other examination. Buyer's foregoing agreement shall survive any termination of this Agreement and shall survive Closing and the delivery of the Special Warranty Deed at Closing.

(d) Buyer's Termination Right; Indemnity. Buyer may terminate this Agreement by delivering written notice thereof to Seller on or before 5:00 p.m. EST on the Contingency Expiration Date, in which event the provisions of Section 9(c) of this Agreement shall govern and Buyer shall receive a return of its Deposit. If Buyer shall fail to provide Seller

with written notice of termination on or before the Contingency Expiration Date, then Seller shall terminate the existing management agreement for the Property, effective as of the Closing Date. Prior to the Contingency Expiration Date, Buyer shall not solicit any management company employees about employment by Buyer after the Closing. On or before the Contingency Expiration Date, Buyer may deliver a notice to Seller setting forth the Service Contracts to be terminated by Seller on or before Closing. Seller shall terminate only those Service Contracts which the Buyer, prior to the Contingency Expiration Date, has requested in writing shall be terminated and Buyer shall assume, from and after the Closing Date, the obligations arising or accruing under all of the other Service Contracts; provided, however, that Buyer shall not be obligated to terminate any Service Contracts, unless same may be terminated without payment of any premium, fee or penalty on no more than sixty (60) days' notice. Immediately following the Contingency Expiration Date, Seller shall make the Complete Rental Applications available to Buyer and, notwithstanding anything to the contrary contained in this Agreement, to the extent that Complete Rental Applications reflect Prior Noncompliance that was not shown in the Tenant Files Audit made available to Buyer as part of the Property files, Buyer may terminate this Agreement by delivering written notice thereof to Seller on or before the date that is ten (10) days following the date that the Complete Rental Applications have been made available or delivered to Buyer, in which event the provisions of Section 9(c) of this Agreement shall govern and Buyer shall receive a return of its Deposit. BUYER SHALL INDEMNIFY, DEFEND, EXONERATE, HOLD HARMLESS AND SAVE SELLER INDEMNIFIED PARTIES FREE FROM AND AGAINST: (i) ANY AND ALL LOSSES, WHICH LOSSES, IN ANY WAY, RELATE TO, ARISE OUT OF, ARE OCCASIONED BY OR ARE CONNECTED WITH THE ACCESS, INSPECTIONS AND OTHER EXAMINATIONS CONDUCTED BY BUYER OR ITS REPRESENTATIVES, IN EACH CASE, PRIOR TO CLOSING, ("**ACCESS**"), WHETHER SUCH ACCESS OCCURRED BEFORE OR AFTER THE DATE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS BY A THIRD PARTY ARISING FROM ANY ACT OR FAILURE TO ACT AUTHORIZED BY BUYER OR ITS REPRESENTATIVES, BUT EXCLUDING ANY PREEXISTING CONDITIONS (EXCEPT TO THE EXTENT EXACERBATED BY THE ACTIVITIES OF BUYER AND/OR ITS REPRESENTATIVES, IT BEING AGREED THAT THE DISCOVERY OF A PREEXISTING CONDITION AND THE RESULTING OBLIGATION TO REPORT, REMEDY OR REMEDIATE IT SHALL NOT BE DEEMED AN EXACERBATION) AND EXCLUDING ANY LOSSES ARISING SOLELY OUT OF THE DISCOVERY OR DISCLOSURE OF THE PROPERTY'S CONDITION; AND (ii) ANY DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY BUYER AND/OR ITS REPRESENTATIVES. WITHOUT LIMITING THE FOREGOING, BUYER SHALL, AND SHALL CAUSE ITS REPRESENTATIVES TO, KEEP THE PROPERTY FREE AND CLEAR OF ANY MECHANICS' LIENS OR MATERIALMEN'S LIENS BEING CLAIMED BY, THROUGH OR UNDER BUYER AND/OR ITS REPRESENTATIVES AND RELATED TO ANY SUCH ACCESS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BUYER'S OBLIGATIONS UNDER THIS SECTION 8(d) SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT AND SHALL SURVIVE CLOSING AND THE DELIVERY OF THE SPECIAL WARRANTY DEED AT CLOSING.

9. Conditions to the Closing.

(a) Conditions Precedent to Buyer's Obligations. The Closing and Buyer's obligation to consummate the transactions contemplated by this Agreement and the exhibits attached hereto are subject to the satisfaction of the following conditions (which can be waived by Buyer):

(i) Seller's delivery of the items described in Section 10(a) of this Agreement, not later than the Closing Date (unless otherwise provided).

(ii) Title Company's issuance or commitment to issue on or before the Closing Date, an ALTA form Owner's Policy of Title Insurance, in the amount of the Purchase Price, insuring Buyer as the fee simple owner of the Real Property to be conveyed hereunder, removing the standard exceptions to title and subject only to the Permitted Exceptions (the "**Title Policy**").

(iii) Seller's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Closing Date, and Seller shall not be in materially default of any of its obligations under this Agreement which are required to be performed by Seller prior to the Closing Date.

(iv) Buyer shall have obtained the Required Consents; provided, however, that nothing herein shall relieve Buyer from its obligations under Section 23 of this Agreement.

(b) Conditions Precedent to Seller's Obligations. The Closing Date and Seller's obligation to consummate the transactions contemplated by this Agreement and the exhibits attached hereto are subject to the satisfaction of the following conditions (which can be waived by Seller):

(i) Buyer's delivery to Escrow Agent on or before the Closing Date, for disbursement as provided herein, of the Purchase Price (with credit for the Deposit), plus Buyer's share of costs (as set forth in Section 12 of this Agreement), plus or minus prorations (as set forth in Section 13 of this Agreement) and the other documents and materials described in Section 10(b) of this Agreement.

(ii) Buyer's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Closing, and Buyer shall not be in material default of any of its obligations under this Agreement which are required to be performed by it prior to the Closing Date.

(iii) Buyer shall have obtained the Required Consents; provided, however, that nothing herein shall relieve Seller from its obligations under Section 23 of this Agreement.

(c) Failure of Conditions to Closing. Notwithstanding anything to the contrary contained in this Agreement, if any of the conditions set forth in Sections 9(a) or 9(b) of this Agreement are not timely satisfied or waived, or if this Agreement is otherwise terminated in accordance with the terms of this Agreement with reference to the provisions of this Section 9(c), then:

(i) This Agreement and the rights and obligations of Buyer and Seller hereunder shall terminate, and this Agreement shall be of no further force or effect, except for those matters which, by the express terms of this Agreement, survive the termination of this Agreement; and

(ii) All documents deposited by Buyer shall be promptly returned by or through Escrow Agent or Closing Agent, as applicable, to Buyer, and all documents deposited by Seller shall be promptly returned by or through Escrow Agent or Closing Agent, as applicable, to Seller; and

(iii) Except in the event that any such condition has not been satisfied as a result of a default under this Agreement by either Buyer or Seller (in which case the provisions of Section 20 of this Agreement shall apply), all funds held by Escrow Agent for the benefit of Buyer (including, without limitation, the Deposit, but excluding the Non-Refundable Deposit) shall be promptly delivered by Escrow Agent to Buyer, and all funds held by Escrow Agent for the benefit of Seller shall be promptly delivered by Escrow Agent to Seller, less, in each case, the amount of any fees and expenses required to be paid by such party under Section 9(d) of this Agreement.

(d) Fees and Expenses. If this Agreement terminates because of the non-satisfaction of any condition to Closing, the fees and expenses of the Escrow Agent and/or the Title Company shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer (except in the event that either Buyer or Seller are in default under this Agreement, in which case the defaulting party shall pay the entire amount of such fees and expenses).

10. Deliveries to Escrow Agent or Closing Agent.

(a) Seller's Deliveries. Seller hereby covenants and agrees to deliver or cause to be delivered to Closing Agent or Escrow Agent, as directed by Buyer, on or before the Closing Date the following instruments and documents (collectively, the "**Seller Closing Documents**"), the delivery of each of which shall be a condition to Closing (it being understood and agreed that the items described in clauses (xi) through (xv), inclusive, may be left in the property management office or other reasonable location at the Property rather being delivered to Escrow Agent or Closing Agent, as applicable):

(i) Special Warranty Deed. One (1) original Special Warranty Deed, duly executed and acknowledged by Seller.

(ii) Non-Foreign Certificate. One (1) original Non-Foreign Certificate, duly executed by Seller (or, where appropriate, Seller's parent entity) in the form of **Exhibit C** attached hereto.

(iii) Lease Assignment. Two (2) original counterparts of the Lease Assignment, duly executed by Seller.

(iv) General Assignment. Two (2) original counterparts of the General Assignment, duly executed by Seller.

(v) Seller's Settlement Statement. A statement setting forth the Purchase Price and all prorations, adjustments, debits and credits pursuant to the terms of this Agreement, prepared by the Closing Agent and duly executed by Seller.

(vi) Rent Roll. An updated rent roll dated within five (5) business days prior to the Closing, certified by Seller to be true, correct and complete.

(vii) Housing Authority Documents. Three (3) original counterparts of the Assignment and Assumption of Restrictive Covenants and any and all other closing documents required of Seller by the Housing Authority, duly executed by Seller.

(viii) Owner's Affidavit. An affidavit from Seller in form of **Exhibit K** attached hereto duly executed by Seller.

(ix) Tenant Notice Letter. One original Tenant Notice Letter in the form of **Exhibit F** attached hereto signed by Seller to be delivered by Buyer to the tenants of the Property, giving notice of the change of ownership of the Property (the "**Tenant Notice Letter**"). It shall be Buyer's responsibility to deliver the Tenant Notice Letter to the appropriate parties.

(x) Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement, and the documents to be executed and delivered in connection herewith, and the transactions contemplated hereby and thereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by Title Company.

(xi) Keys. Keys to the Improvements and every lock thereon which are in Seller's possession or control or in the possession or control of Seller's property manager, including any passwords or combinations that may be required.

(xii) Tenant Leases. The originals (or copies, if originals are not available) of all Tenant Leases and all modifications, amendments, extensions and assignments thereof, to the extent that such Tenant Leases are in Seller's possession and control or in the possession and control of Seller's property manager.

(xiii) Tenant Files. The files for each of the tenants within the Property, to the extent such files are in Seller's possession and control or in the possession and control of Seller's property manager.

(xiv) Service Contracts, Permits, Guaranties, Warranties. The originals (or copies, if originals are not available) of all Service Contracts, permits, guaranties and warranties, in each case, to the extent assigned to Buyer and to the extent in Seller's possession and control or in the possession and control of Seller's property manager.

(xv) Maintenance Records and Operating Manuals. All maintenance records and operating manuals pertaining to the Property that are in Seller's possession and control or in the possession and control of Seller's property manager.

(xvi) Seller's Representation Bring Down Certificate. A certificate by Seller to the effect that all of the representations and warranties of Seller set forth in this Agreement remain true, correct and complete in all material respects as of the Closing Date (with appropriate modifications specified by Seller as permitted under this Agreement).

(b) Buyer's Deliveries. Buyer hereby covenants and agrees to deliver or cause to be delivered to Escrow Agent or Closing Agent, as determined by Buyer, on or before the Closing Date the following instruments, documents and funds, the delivery of each of which shall be condition to Closing:

(i) Purchase Price. The entire Purchase Price in accordance with the provisions of Section 4 of this Agreement.

(ii) Costs; Prorations; Cash Balance. Buyer's share of costs and expenses as adjusted by the net adjustments, credits, prorations and other amounts due hereunder.

(iii) Lease Assignment. Two (2) original counterparts of the Lease Assignment duly executed by Buyer.

(iv) General Assignment. Two (2) original counterparts of the General Assignment duly executed by Buyer.

(v) Housing Authority Documents. Three (3) original counterparts of the Assignment and Assumption of Restrictive Covenants and any and all other closing documents required of Buyer by the Housing Authority, duly executed by Buyer.

(vi) Proof of Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and the documents to be executed and delivered in connection herewith, and the transactions contemplated hereby and thereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Buyer to act for and bind such entity as may be reasonably required by Title Company.

(vii) Buyer's Settlement Statement. A statement setting forth the Purchase Price and all prorations, adjustments, debits and credits pursuant to the terms of this Agreement, prepared by the Closing Agent and duly executed by Buyer.

(viii) Buyer's Representation Bring Down Certificate. A certificate by Buyer to the effect that all of the representations and warranties of Buyer set forth in this Agreement remain true, correct and complete in all material respects as of the Closing Date (with appropriate modifications specified by Buyer as permitted under this Agreement).

(c) Other Required Documents. In addition, Buyer and Seller agree to execute such other instruments and documents as may be reasonably required in order to consummate the transactions contemplated in this Agreement and the exhibits attached hereto; provided, however, that such other instruments and documents are consistent with the terms hereof and thereof and are customarily executed and/or delivered in similar transactions. The obligations set forth in this Section 10(c) of this Agreement shall survive Closing and the delivery of the Special Warranty Deed at Closing.

11. Title Insurance. At the Closing, the Closing Agent shall direct the Title Company to issue the Title Policy to Buyer in the amount of the Purchase Price, as described in Section 9(a)(ii) of this Agreement. In the event that Buyer desires to obtain (with respect to the Real Property and the Improvements to be conveyed hereunder) endorsements to the Title Policy, including modification of the "survey" exception in the Title Policy ("**Endorsements**") Buyer shall notify the Closing Agent and the Title Company. Buyer shall be responsible for the payment of any additional premium for Endorsements ("**Additional Title Policy Charge**"). Buyer's ability to obtain any Endorsements shall not be a condition to the Closing.

12. Costs.

(a) Seller shall pay:

(i) one-half (1/2) of all escrow fees and costs;

(ii) Seller's share of prorations (as set forth in Section 13 of this Agreement;

(iii) the cost of all documentary stamps, sales, excise, transfer or similar taxes and recording fees due in connection with recording the Deed and the transfer of any personal property;

(iv) any transfer fees, negotiation fees, attorney's fees and other legal expenses of the County HFA, any extraordinary fees and any other fees, costs or expenses payable to the County HFA, in each case due and payable on or prior to the Closing in connection with obtaining and recording the documents in connection with obtaining the Required Consents from the County HFA and the Assignment and Assumption of Restrictive Covenants with the County HFA and any fees due and payable on or prior to the Closing under the Restrictive Covenants with the County HFA;

(v) except with respect to the assumption of the FHFC Loan in the event that Buyer elects to exercise the Loan Assumption Option (and Seller does not thereafter elect to repay the FHFC Loan in full in accordance with Section 24(f) of this Agreement, if applicable), any transfer fees, negotiation fees, attorney's fees and other legal expenses of the FHFC, any extraordinary fees and any other fees, costs or expenses payable to the FHFC, in each case due and payable on or prior to the Closing in connection with obtaining and recording the documents in connection with obtaining the Required Consents from the FHFC and the Assignment and Assumption of Restrictive Covenants with FHFC and any fees due and payable on or prior to the Closing under the Restrictive Covenants with the FHFC;

(vi) Certified and pending governmental special assessment liens, fees and charges, permitting expenses and penalties, for work at the Property which has been commenced prior to the Closing;

(vii) $308,190.97 to the FHFC in satisfaction of the three (3) Deferred Interest installments payable after the Closing Date in accordance with Section 3 of that certain Amended and Restated Promissory Note (Pasco Woods /SAIL / 1099-086S) dated as of February 5, 2015 made by Seller to FHFC in the principal amount of $2,000,000; and

(viii) Other costs identified as Seller's obligation pursuant to this Agreement.

(b) Buyer shall pay:

(i) the cost of the cost of a standard form owner's Title Policy and any Additional Title Policy Charge and the cost of any Loan Policy required by Purchaser or Purchaser's lender and the cost of all endorsements or amendments thereto;

(ii) one-half (1/2) of all escrow fees;

(iii) Buyer's share of prorations (as set forth in Section 13 of this Agreement);

(iv) any document recording charges in connection with Buyer's financing documents; and

(v) in the event that Buyer elects to exercise the Loan Assumption Option (and Seller does not thereafter elect to repay the FHFC Loan in full in accordance with Section 24(f) of this Agreement, if applicable), any transfer fees, negotiation fees, attorney's fees and other legal expenses of the FHFC, any extraordinary fees and any other fees, costs or expenses payable to the FHFC, in each case due and payable in connection with the assumption of the FHFC Loan;

(vi) Buyer shall pay one hundred percent (100%) of all costs of Buyer's due diligence, including, without limitation, all fees due its consultants, advisors and attorneys and all costs and expenses of any Survey or Phase I or other physical or environmental studies or examinations which Buyer desires to obtain, and all lenders' fees and costs related to any financing to be obtained by Buyer.

(c) Except as otherwise expressly provided for herein, Buyer and Seller shall each pay their own respective legal and professional fees and fees of other consultants respectively incurred by each of Buyer and Seller.

(d) All other costs and expenses shall be allocated between Buyer and Seller in accordance with the customary practice of the County.

(e) The terms set forth in this Section 12 shall survive Closing and the delivery of the Special Warranty Deed at Closing.

13. Prorations.

(a) General. Rents, revenues, receivables and other income, if any, from the Property, and real estate and personal property taxes and the operating expenses described below affecting the Property shall be prorated as of 11:59 P.M. on the day preceding the Closing. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income and responsible for the expenses, for the entire day upon which the Closing occurs. Seller shall be entitled to all third party reimbursements and payments (including, without limitation, all Section 8 and similar payments) which relate to the period prior to the Closing. Buyer shall be entitled to all third party reimbursements and payments (including, without limitation, all Section 8 and similar payments) which relate to periods on or after the Closing. Seller shall be entitled to all Rents for the period prior to Closing; Buyer shall be entitled to all Rents accruing as of the Closing Date. Buyer shall not be required to give Seller any credits at Closing for Rent due Seller.

(b) Taxes and Assessments. All not yet due and payable real estate taxes on the Property and personal property taxes on personal property that remains on the Property, shall be prorated based on the tax bill for the calendar year in which the Closing occurs. If the tax bill for the current calendar year is not available, then the proration shall be based on the prior calendar year's tax bill, and the parties shall reprorate such real estate and personal property taxes and assessments upon the issuance of the final tax bill. Seller shall be responsible for all real estate taxes relating to all periods of time prior to date of Closing and Buyer shall be responsible for all real estate taxes related to the actual date of Closing and all periods of time thereafter. Seller shall pay on or before Closing, or provide Purchaser with a credit therefor at Closing, all special assessments pending, levied or constituting a lien against the Property as of the date of Closing (provided, however, that with respect to any special assessments levied against the Property and payable in installments, Seller shall be responsible only for crediting Buyer for the portion of the current installment period prior to the date of Closing). If after the Closing, any supplemental real estate and personal property taxes and assessments are assessed against the Property by reason of any event occurring prior to the Closing, or if there is any refund or other reduction in the taxes or assessed value of the Property for any period prior to Closing, then Buyer and Seller shall re-prorate the real estate and personal property taxes and assessments following the Closing. Any delinquent real estate and personal property taxes and assessments on the Property shall be paid at the Closing by Seller.

(c) Delinquent Rents and Past Due Rents. From and after the Closing, Buyer shall use commercially reasonable efforts in accordance with its current business practices to collect any Delinquent Rents. The amounts collected after the Closing from a Tenant shall be applied first to any Rents and other charges due in the month of the Closing, second to any rents and other charges then due for any period from and after the Closing (including any Rents which are due within 30 days of the date received), and third to any Past Due Rents (as defined in this Section 13(c)) as of the Closing in reverse chronological order of the date such amounts became due. As an incentive to Buyer to attempt to collect Delinquent Rents due to Seller, Seller agrees that Buyer may retain twenty-five percent (25%) of the Past Due Rents which are collected by Buyer after the Closing. For purposes of this Section 13(c), "**Past Due Rents**" are defined as those rents or other charges which are, upon the Closing, past due for more than thirty (30) days. Past Due Rents do not include any Section 8 or similar payments, whether delinquent or not. All Section 8 and similar payments shall be prorated in accordance with Section 13(a) of this Agreement.

(d) Operating Expenses. All utility service charges for electricity, heat and air conditioning service, other utilities, taxes (other than real estate and personal property taxes) such as rental taxes, other expenses incurred in operating the Property that Seller customarily pays, and any other costs incurred in the ordinary course of business or the management and operation of the Property (but excluding leasing commissions, insurance premiums and property management fees) shall be prorated on an accrual basis as of the Closing Date. Seller shall pay all such expenses that accrue prior to the Closing and Buyer shall pay all such expenses accruing on the Closing and thereafter. To the extent possible, Seller and Buyer shall obtain billings and meter readings as of the Closing to aid in such prorations. Leasing commissions and locator fees will be allocated to Seller for Tenants who take possession before Closing, whether due before or after Closing; Buyer will be responsible for all third party leasing commissions and locator fees

for Tenants who take possession after Closing, to the extent that Buyer has agreed to such fees in accordance with the terms of this Agreement.

(e) Service Contracts. Charges under the Service Contracts assumed by Buyer shall be prorated on the basis of the periods to which such Service Contracts relate. Buyer shall not be responsible for any fees under Service Contracts not assumed by Buyer.

(f) Tenant Deposits and Prepaid Rents. From and after Closing, Seller shall retain any and all bank accounts, certificates of deposit, or any other cash or Cash Equivalent representing Tenant Deposits and prepaid rents and Buyer shall be credited and Seller shall be debited with an amount equal to the amount of the Tenant Deposits and prepaid rents. Upon the Closing, Buyer shall assume all of Seller's obligations with respect to the Tenant Deposits and prepaid rents.

(g) Funds. At Closing Buyer shall cooperate with Seller to cause any person or entity that is holding Funds to return such Funds to Seller. If Buyer receives any Funds, Buyer shall promptly pay such Funds to Seller.

(h) Rent Ready. Not more than forty-eight (48) hours prior to Closing, a representative of Buyer and Seller shall conduct an onsite walk-through of the then unoccupied rental units on the Property to determine whether any of such unoccupied rental units are in "rent ready" condition. With respect to any rental unit which is vacated on or before ten (10) days prior to the Closing, Seller shall, at Seller's option, either (i) make such unoccupied rental unit into a "rent ready" condition, or (ii) provide Buyer with a credit against the Purchase Price due Seller at Closing, which credit shall be equal Eight Hundred Dollars ($800.00) per unoccupied rental unit. With respect to any rental unit which is vacated later than ten (10) days prior to the Closing, Seller shall have no responsibility or liability to put such unoccupied rental unit into a "rent ready" condition, and Seller shall not have to compensate Buyer if such unit is not "rent ready" as of Closing. "**Rent ready**" condition shall mean Seller's current practice of placing units in "rent ready" condition.

(i) Liens, etc. Certified governmental liens, fees and charges, permit expenses, and pending governmental liens, fees and charges regarding public or private improvements for which work has been substantially completed or commenced on or before the Closing Date shall be paid by the Seller.

(j) Method of Proration. All prorations shall be made in accordance with customary practice in the County, except as expressly provided herein. Such prorations, if and to the extent known and agreed upon as of the Closing, shall be paid by Buyer to Seller (if the prorations result in a net credit to Seller) or by Seller to Buyer (if the prorations result in a net credit to Buyer) by increasing or reducing the cash to be paid by Buyer at the Closing. Any such prorations not determined or not agreed upon as of the Closing shall be paid by Buyer to Seller, or by Seller to Buyer, as the case may be, in cash, as soon as practicable following the Closing, but in no event shall Buyer or Seller have any liability for any claim under this Section 13 made more than six (6) months after the Closing. The terms set forth in this Section 13 shall survive Closing and the delivery of the Special Warranty Deed at Closing.

14. Disbursements and Other Actions by Escrow Agent. On the Closing Date, Escrow Agent shall promptly undertake all of the following in the manner indicated in this Section 14:

(a) Disbursements. Disburse all funds deposited with Escrow Agent by Buyer in payment of the Purchase Price (and in payment of any adjustments, credits and prorations to be charged to account of Buyer as set forth in Section 13 of this Agreement) as follows:

(i) Deduct all items chargeable to the account of Seller pursuant to Section 12 of this Agreement.

(ii) Deduct and disburse payment for obligations of Seller pursuant to Section 8(a) of this Agreement.

(iii) If, as the result of the adjustments, credits and prorations pursuant to Section 13 of this Agreement, amounts are to be charged to account of Seller, deduct the total amount of such charges.

(iv) Disburse the remaining balance of the Purchase Price (and any adjustments, credits and prorations) to or at the direction of Seller in immediately available funds.

(b) Recording. Direct the Title Company to record the Special Warranty Deed and any other documents required by the Title Company or which the parties hereto may mutually direct to be recorded in the official records of the County and obtain conformed copies thereof for distribution to Buyer and Seller.

(c) Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

(d) Delivery of Documents to Buyer. Deliver to Buyer any documents (or copies thereof) deposited with the Escrow Agent or Closing Agent, as applicable, by Seller pursuant hereto.

(e) Delivery of Documents to Seller. Deliver to Seller any documents (or copies thereof) deposited with the Escrow Agent or Closing Agent, as applicable, by Buyer pursuant hereto.

15. Seller's Representations and Warranties. Except, in all cases, for any fact, information or condition disclosed in the Title Commitment, the Permitted Exceptions, the Service Contracts, or the Property Files, or which is otherwise known by Buyer prior to Closing, Seller hereby warrants and represents to Buyer as of the date of this Agreement and as of the Closing Date as follows:

(a) Seller is a limited partnership duly organized and validly existing under the laws of the State of Florida.

(b) Seller has all requisite corporate, company or partnership power and authority to execute and deliver this Agreement and to perform its obligations hereunder, with any required partnership consents of Seller relating to the transaction contemplated hereby having been obtained or to be obtained prior to Closing. The person signing this Agreement on behalf of Seller has the authority to do so.

(c) Upon execution by all parties thereto, this Agreement and all other agreements, instruments and documents required to be executed or delivered by Seller pursuant hereto have been or (if and when executed) will be duly executed and delivered by Seller, and are or will be the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their terms, subject only to the effect of bankruptcy, insolvency or similar laws.

(d) The consummation of the transactions contemplated herein and the fulfillment of the terms hereof will not result in a breach of any of the material terms or provisions of, or constitute a default under, any material agreement or material document to which Seller is a party or by which it is bound and which will have a material adverse effect on Buyer and/or the Property (except Service Contracts, as to which Seller makes no representation or warranty).

(e) Seller is not a "foreign corporation", "foreign partnership" or "foreign estate" as those terms are defined in the Code.

(f) Seller is not a Prohibited Person.

(g) As of the date set forth thereon, (i) the rent roll attached hereto as **Exhibit H** ("**Rent Roll**") lists all existing Tenant Leases, leases, tenancies or other rights of occupancy or use for any portion Property and (ii) the information set forth on the Rent Roll is true, correct and complete, except for such inaccuracies which are not material when taken in the aggregate. The Rent Roll sets forth, with respect to each of the Tenant Leases, the following information: (a) the name of the tenant and the names of any assignees and subtenants known to Seller; (b) the date of the Tenant Lease; (c) intentionally omitted; (d) the term of the Tenant Lease and, to the extent known to Seller, any subleases thereunder; (e) intentionally omitted; (f) the actual Rents and other charges presently being collected by the Seller under the Tenant Leases for the calendar month immediately preceding the Effective Date, including reference to any delinquent amounts due under the Tenant Leases; (g) the amount of the security deposit and prepaid rent and other charges, if any; (h) reference to any leasing commissions due, free rent or concessions thereunder; and any tenant improvements to be paid for by the landlord; and (i) square footage occupied. Except as specified on the Rent Roll: (1) no tenant under any of the Tenant Leases is entitled to any free rent, concessions, rebates, or refunds; (2) no tenant has prepaid any Rents or other charges for more than one month in advance, and to Seller's knowledge except as set forth on Schedule 15(g) attached hereto, neither Seller nor any tenant are in default under any Tenant Lease, and no event has occurred that, with the giving of notice or passage of time, or both, would constitute a default thereunder, (3) to Seller's knowledge, each of the tenants under the Tenant Leases are in possession of their respective premises and (4) the Tenant Leases embody all written contracts between Seller and tenants and there are no other written contracts or

obligations between Seller and tenants. To Seller's knowledge, none of the Rents or other charges billed to or collected from any tenant violate any applicable Governmental Requirement. No tenant has any interest in the Property other than a leasehold possessory interest. To Seller's knowledge, except as set forth in the rent rolls delivered under this Agreement or on Schedule 15(g) attached hereto, no tenant has any offsets, defenses, claims or causes of actions against Seller arising out of matters occurring prior to Closing, excluding any standard and non-material repair obligations that are the landlord's obligation to cure in the ordinary course of business.

(h) There is no action, litigation, suit or proceeding (including, but not limited to, condemnation or eminent domain proceedings, arbitration proceedings or foreclosure proceedings) pending or, to Seller's actual knowledge, threatened in writing, against the Property except as disclosed to Buyer. Seller has not commenced bankruptcy or insolvency proceedings and, to Seller's actual knowledge, there are no overtly threatened bankruptcy or insolvency proceedings against Seller or any of its general partners.

(i) To Seller's actual knowledge, it has received no written notices during the three (3) years prior to the date of this Agreement from any federal, state or local Governmental Authority of any zoning, safety, building, fire, environmental or health code violations with respect to the Property which have not been heretofore corrected. To Seller's actual knowledge, all permits, licenses and occupancy certificates necessary for the operation and occupancy of the Property have been obtained. To Seller's actual knowledge, Seller is in compliance, in all material respects, with all material state and municipal laws, ordinances and regulations regarding tenant security deposits and the payment of interest thereon. To Seller's actual knowledge, there are not presently any special assessment actions pending or overtly threatened against the Property. Except as set forth in Schedule 15(i) attached hereto, to Seller's actual knowledge, (i) it has received no written notices from any Governmental Authority regarding any claims relating to the presence or use of any Hazardous Materials at the Property in violation of any applicable law, except for violations that have been corrected (ii) there are no buried or semi-buried or otherwise placed tanks, storage vessels, drums or containers of any kind containing Hazardous Materials located in, under, on or about the Real Property and (iii) except for Hazardous Materials used in the normal operation of the Property (such as cleaning materials, toner, etc.), it has not released any Hazardous Materials on or about the Property in violation of any applicable law.

(j) The schedule of Service Contracts attached to this Agreement as **Exhibit G** hereto constitutes a list of all of the Service Contracts affecting the Property as of the date hereof, and there are no other Service Contracts with respect to the Property to which Seller is a party. Except as set forth on Schedule 15(j) attached hereto, all of the Service Contracts are in full force and effect, and, to Seller's knowledge, there is no default by any party under any Service Contract, and to Seller's knowledge no event has occurred that, with the giving of notice or passage of time, or both, would constitute a default thereunder. Seller has received no written notice that any party to any Service Contract intends to cancel or terminate its Service Contract, which notice has not been rescinded. Seller further represents that the Property is not subject to any agreements or contracts as of the present date that will survive the Closing, except for the Tenant Leases, recorded agreements and/or Services Contracts, or other agreements included in the Property Files, copies of which have been provided to Purchaser;

(k) To Seller's actual knowledge, the Seller and the Property are in compliance with all applicable Restrictive Covenants and Tax Credit Laws, and there is no Prior Noncompliance which remains uncured.

(l) Subject to the rights of mortgagees under the County Loan and the FHFC Loan, Seller has the right, without the consent of any other party, to assign its right to insurance proceeds and to rent loss insurance as contemplated pursuant to Section 21 of this Agreement.

(m) No tenant or other occupant under any of the Leases and, to Seller's knowledge, no other person, firm, corporation, or other entity has any right or option to acquire the Property or any portion thereof or lease any additional units

(n) To Seller's actual knowledge without duty to investigate or inquire as to the contents of same, the Property Files and all other documents relating to the Property, as such have been, or shall be, delivered or made available to Buyer pursuant to or in connection with this Agreement, do not contain any statements which are materially false or misleading, when considered in the aggregate with all other information contained in such Property Files.

(o) As used in this Agreement, (i) the phrases "to Seller's knowledge" or "to Seller's actual knowledge" or words of similar import means the current, actual knowledge of Thomas N. Tompkins without any obligation to make any investigation or inquiry regarding the Property and without obligation to make any investigation of the files, documents or studies in the possession of other persons, (notwithstanding anything to the contrary set forth in this Agreement, the foregoing individual shall not have any personal liability with respect to any matters set forth in this Agreement or any of Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete), and shall not include the knowledge, actual or implied, of any direct or indirect partner, principal, affiliate, independent contractor, consultant, or agent of Seller, or any employee of any thereof (i.e. Buyer acknowledges and agrees that the knowledge of any of the foregoing parties shall not be imputed to Seller) ; and (ii) the phrase "**Seller Qualification Matter**" means any existing or new item, fact or circumstance which renders a representation or warranty of Seller set forth herein incorrect or untrue in any material respect. To Seller's knowledge, the Property Files are the same materials upon which the property manager under the existing property management agreement relied in connection

with the operation of the Property. If, prior to the Closing, Seller obtains actual knowledge that a Seller Qualification Matter exists, then Seller shall promptly give written notice thereof to Buyer. If, prior to the Closing, Buyer has actual knowledge of or is notified in writing of a Seller Qualification Matter by Seller or otherwise, then (x) Seller's representations and warranties shall be automatically amended and limited to account for such Seller Qualification Matter, and (y) Buyer shall have, as Buyer's sole and exclusive remedy therefore (unless such matter is cured, in which case Buyer shall have no remedy therefore), the right to terminate this Agreement prior to Closing by providing written notice thereof to Seller no later than five (5) business days after Buyer has actual knowledge of or is notified in writing of such Seller Qualification Matter (in which case the provisions of Section 9(c) of this Agreement shall govern and Buyer shall receive a return of the Deposit and, to the extent a Seller Qualification Matter is a result of the acts, omissions or misconduct of Seller, the Non-Refundable Deposit). Notwithstanding anything herein to the contrary, if Buyer does not timely terminate this Agreement per the terms of this Section 15(o), then (A) Seller's representations and warranties shall be automatically amended and limited to account for such Seller Qualification Matter, (B) Buyer shall be deemed to have waived Buyer's right to pursue any remedy for breach of the representation or warranty made untrue on account of such Seller Qualification Matter and (C) the parties shall proceed to the Closing.

(p) Seller shall indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, liens, costs, expenses, penalties, damages and losses suffered by Buyer as a result of any breach of warranty or representation made by Seller in this Section 15 (collectively, "Buyer Indemnified Losses"); provided, however, that the representations, warranties and indemnities set forth in this Section 15 shall survive Closing and the delivery of the Special Warranty Deed at Closing for a period of nine (9) months after the Closing and in no event shall Seller have any liability under this Section 15 for any claim made after such period. Notwithstanding the foregoing, Seller shall have no obligation to indemnify Buyer under this Section 15(p) (i) for any Buyer Indemnified Losses unless and until the aggregate amount of all Buyer Indemnified Losses exceeds $15,000, at which point Seller's indemnification obligations under this Section 15(p) shall be cumulative from the first dollar of Buyer Indemnified Losses; (ii) for any Buyer Indemnified Losses in excess of $350,000, in the aggregate; and (iii) if the Closing hereunder does not occur. Notwithstanding anything to the contrary contained herein, the indemnity provided under this Section 15(p) shall be the sole and exclusive remedy available to Buyer in connection with any breach of a warranty or representation made by Seller in this Section 15.

(q) Seller acquired the Property ten (10) or more years prior to the Effective Date.

16. Buyer's Representations and Warranties. Buyer hereby warrants and represents to Seller as of the date of this Agreement and as of the Closing Date as follows:

(a) Buyer is a corporation duly organized and validly existing under the laws of the State of Delaware. Buyer is qualified to transact business in the State.

(b) Buyer has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The person signing this Agreement on behalf of Buyer has the authority to do so.

(c) Upon execution by all parties thereto, this Agreement and all other agreements, instruments and documents required to be executed or delivered by Buyer pursuant hereto have been or (if and when executed) will be duly executed and delivered by Buyer, and are or will be the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms, subject only to the effect of bankruptcy, insolvency or similar laws.

(d) The consummation of the transactions contemplated herein and the fulfillment of the terms hereof will not result in a material breach of any of the material terms or provisions of, or constitute a material default under, any material agreement or material document to which Buyer is a party or by which it is bound.

(e) Buyer is not a Prohibited Person.

(f) To Buyer's actual knowledge, there are no actions, suits or proceedings pending or overtly threatened against Buyer which would prevent Buyer from acquiring the Property in accordance with the terms of this Agreement.

(g) As used in this Agreement, (i) the phrase "to Buyer's actual knowledge" or words of similar import means the current, actual knowledge of William Guessford (who is a senior employee in Buyer's organization) without any obligation to make any investigation or inquiry regarding the applicable matter (notwithstanding anything to the contrary set forth in this Agreement, the foregoing individual shall not have any personal liability with respect to any matters set forth in this Agreement or any of Buyer's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete) but shall not include the knowledge, actual or implied, of any direct or indirect partner, principal, affiliate, independent contractor, consultant, or agent of Buyer, or any employee of any thereof (i.e. Seller acknowledges and agrees that the knowledge of any of the foregoing parties shall not be imputed to Buyer); and (ii) the phrase "**Buyer Qualification Matter**" means any existing or new item, fact or circumstance which renders a representation or warranty of Buyer set forth herein incorrect or untrue in any material respect. If, prior to the Closing, Buyer obtains actual knowledge that a Buyer Qualification Matter exists, then Buyer shall promptly give written notice thereof to Seller. If, prior to the Closing, Seller has actual knowledge of or is notified in writing of a Buyer Qualification Matter by Buyer or otherwise, then (x) Buyer's representations and warranties shall be automatically amended and limited to account for such Buyer Qualification Matter, and (y) Seller shall have, as Seller's sole and exclusive remedy therefore (unless such matter is cured, in which case Seller shall have no remedy therefore), the right to terminate this Agreement prior to Closing by providing written notice thereof to Buyer no later than five (5) business days after Seller has actual knowledge of or is notified in writing of such Buyer Qualification Matter (in which case the provisions of Section 9(c) of this Agreement shall govern). Notwithstanding anything herein to the contrary, if Seller does not timely terminate this Agreement per the terms of this Section 16(g), then (A) Buyer's representations and warranties shall be automatically amended and limited to account for such Buyer Qualification Matter, (B) Seller shall be deemed

to have waived Seller's right to pursue any remedy for breach of the representation or warranty made untrue on account of such Buyer Qualification Matter and (C) the parties shall proceed to the Closing.

(h) Buyer hereby agrees to indemnify, defend, exonerate, hold harmless and save Seller and Seller's Affiliated Persons free from and against any and all Losses, which Losses in any way relate to, arise out of, are occasioned by or are connected with any breach of warranty or representation made by Buyer in this Section 16. The representations, warranties and indemnities set forth in this Section 16 shall survive Closing and the delivery of the Special Warranty Deed and other documents at Closing but only for a period of nine (9) months after the Closing and in no event shall Buyer have any liability under this Section 16 for any claim made after such period.

17. AS-IS, WHERE IS, AND WITH ALL FAULTS CONDITION.

(a) Buyer does hereby acknowledge, represent, warrant and agree, to and with Seller, that, except as expressly set forth in this Agreement and in the Seller Closing Documents: (i) Buyer is purchasing the Property in an "AS IS, WHERE IS, AND WITH ALL FAULTS" condition with respect to any facts, circumstances, conditions and defects of all kinds; (ii) Seller has no obligation to repair or correct any such facts, circumstances, conditions or defects or compensate Buyer for same; (iii) Buyer is and will be relying strictly and solely upon the advice and counsel of its own agents and officers and such physical inspections, examinations and tests of the Property as Buyer deems necessary or appropriate under the circumstances, and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (iv) Buyer has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquiries and investigations as Buyer deems necessary, desirable or appropriate with respect to the Property; (v) Seller is not making and has not made any warranty or representation, express or implied, with respect to the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property, or for any other purpose; and (vi) by reason of all of the foregoing, from and after the Closing, Buyer shall assume the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the physical and other conditions of the Property and/or the operation of the Property, regardless of whether the same is capable of being observed or ascertained, to the extent that the same accrued after the Closing Date.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE SELLER CLOSING DOCUMENTS, SELLER HAS NOT, DOES NOT AND WILL NOT, WITH RESPECT TO THE PROPERTY, MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION OR MERCHANTABILITY, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR OPERATING POTENTIAL OF THE PROPERTY.

(c) Except with respect to actions arising from a breach by Seller of its express representations and warranties contained in this Agreement and in the Seller Closing Documents, notwithstanding any provision of this Agreement and the exhibits attached hereto to

the contrary, Buyer hereby releases Seller and Seller's Representatives from any liability, claims, damages, penalties, costs, fees, charges, losses, causes of action, demands, expenses of any kind or nature or any other claim it has or may have against Seller resulting from the presence, removal or other remediation of "Hazardous Materials" (as hereinafter defined) on or under the Real Property or which has migrated from adjacent lands to the Real Property or from the Real Property to adjacent lands.

(d) The term "**Hazardous Materials**" shall mean asbestos, any petroleum fuel and any hazardous or toxic substance, material or waste which is or becomes regulated by any local Governmental Authority, the state where the Property is located or the United States Government, including, but not limited to, any material or substance defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material" or "toxic pollutant" under state law and/or under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.

(e) The provisions of this Section 17 shall survive any termination of this Agreement and shall survive Closing and the delivery of the Special Warranty Deed at Closing.

18. Closing. The purchase and sale of the Property shall be consummated (the "**Closing**") on or before the later of (x) the fifteenth (15th) day after the date Buyer and Seller obtain the Required Consents (each party shall promptly notify each other party to this Agreement upon receipt of same) and (y) the thirtieth (30th) day after the Contingency Expiration Date (such later date, the "**Scheduled Closing Date**"); provided, however that in no event shall the Scheduled Closing Date be later than the Outside Closing Date unless extended as set forth below in this Section 18 or under Section 24(f), if applicable. The Closing shall take place at the offices of the Escrow Agent, or via an escrow administered by the Escrow Agent pursuant to escrow instructions mutually agreed upon among the parties and consistent with the terms of this Agreement. Buyer is entitled to extend the Scheduled Closing Date for a period of up to thirty (30) days following the Scheduled Closing Date as originally set forth in the first sentence of this Section 18; provided, however, that (A) Seller shall receive written notice (the "**Extension Notice**") of Buyer's election to extend the Scheduled Closing Date on or before the date that is five (5) business days prior to the Scheduled Closing Date and (B) within two (2) business days of delivery of the Extension Notice, Buyer delivers to Escrow Agent cash or Cash Equivalent in the amount of One Hundred Thousand and No/100 Dollars ($100,000.00) (the "**Extension Deposit**"). The Extension Deposit shall be non-refundable, unless this Agreement is terminated in accordance with the provisions of Sections 8(a)(vi), 8(a)(vii) (solely with respect to an Updated Survey), 9(c), 15(o) (but only if there is a new item, fact or circumstance that is a result of Seller's sole act, error and/or omission which is materially adverse to Buyer), 20(a), 21 or 23(c)(ii) (but only if the Required Consent is not obtained as a result of Seller's acts, errors and/or omissions or if based on the existing condition of the Property or any other property owned by Seller), or if Buyer is expressly entitled to a refund of the Deposit pursuant to Section 9(c) this Agreement. The Extension Deposit and any interest accrued thereon shall be deemed to be a part of the Deposit and shall be credited toward the payment of the Purchase Price upon Closing.

19. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by a nationally recognized overnight courier service that provides tracing and proof of receipt of items mailed or by email transmission followed by delivery of a hard copy. Such notices or other communications shall be deemed received: (1) if personally delivered, when so personally delivered, (2) if sent by overnight courier service, the business day after deposited with such service or (3) if sent by email, when transmitted (with proof of transmission) provided that delivery is made via overnight courier service the following business day.

To Seller:	Pasco Woods, Ltd. 1627 East Vine Street, Suite E Kissimmee, Florida 34744 Attention: Thomas N. Tompkins Email: tnt6125@aol.com
With copies to:	Shuffield, Lowman & Wilson, P.A. 1000 Legion Place, Suite 1700 Orlando, Florida 32801 Attention: James F. Basque, Esq. Email: jbasque@shuffieldlowman.com and to: Alliant Capital, Ltd. 340 Royal Poinciana Way, Suite 305 Palm Beach, Florida 33480 Attn: Brian Goldberg and to: Alliant Asset Management Company, LLC 21600 Oxnard Street, Suite 1200 Woodland Hills, California 91367 Attn: General Counsel
To Buyer:	Harmony Housing Advisors, Inc. 111 Rockville Pike Suite 1150 Rockville, MD 20850 Attn.: William Guessford Email: BGuessford@greystonepmc.com
With a copy to:	Greenberg Traurig, P.A. 333 S.E. 2nd Avenue Miami, Florida 33131 Attn: Brenda M. Fernandez

FernandezB@gtlaw.com

To Escrow Agent: First American Title Insurance Company
2121 Ponce de Leon Boulevard, Suite 710
Coral Gables, Florida 33134
Attention: Michelle M. De Armas
Email:MDeArmas@firstam.com

Notice of change of address shall be given by written notice in the manner detailed in this Section 19. Each party's respective attorney shall have the right to deliver notices on such party's behalf.

20. Default. If either party defaults in its obligation to complete the transaction contained in this Agreement, the parties agree to the following remedies:

(a) Breach by Seller. IN THE EVENT OF A BREACH OF ANY OF THE TERMS OF THIS AGREEMENT BY SELLER, WHICH BREACH IS NOT CURED WITHIN TEN (10) BUSINESS DAYS AFTER SELLER RECEIVES WRITTEN NOTICE THEREOF FROM BUYER, SUCH BREACH SHALL CONSTITUTE A DEFAULT UNDER THIS AGREEMENT AND BUYER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT AND BE RELEASED FROM ITS OBLIGATION TO PURCHASE THE PROPERTY FROM SELLER. IN THE EVENT OF TERMINATION OF THIS AGREEMENT UNDER THIS SECTION 20(a), NEITHER BUYER NOR SELLER WILL HAVE ANY FURTHER OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT FOR THOSE THAT EXPRESSLY SURVIVE A TERMINATION OF THIS AGREEMENT. UPON TERMINATION PURSUANT TO THIS SECTION 20(a), BUYER SHALL, AS BUYER'S SOLE AND EXCLUSIVE REMEDY THEREFORE, BE ENTITLED TO, AT THE ELECTION OF BUYER, EITHER (i) A REFUND OF THE DEPOSIT (INCLUDING, WITHOUT LIMITATION, THE NON-REFUNDABLE DEPOSIT) AND, IF THE APPLICABLE DEFAULT WAS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER, TO RECOVER BUYER'S REASONABLE AND ACTUAL OUT-OF-POCKET COSTS (DOCUMENTED BY PAID INVOICES TO THIRD PARTIES) INCURRED WITH RESPECT TO THIS AGREEMENT, THE TRANSACTION DESCRIBED HEREIN AND THE DUE DILIGENCE PERFORMED IN CONNECTION HEREWITH, NOT TO EXCEED $75,000 IN THE AGGREGATE, OR (ii) THE ALTERNATIVE REMEDY OF SPECIFIC PERFORMANCE. THE FOREGOING OPTIONS ARE MUTUALLY EXCLUSIVE AND ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AVAILABLE TO BUYER AT LAW OR IN EQUITY IN THE EVENT OF A SELLER BREACH OF OR DEFAULT UNDER THIS AGREEMENT PRIOR TO THE CLOSING. NOTWITHSTANDING THE FOREGOING, BUYER SHALL BE CONCLUSIVELY AND IRREVOCABLY DEEMED TO HAVE WAIVED THE REMEDY OF SPECIFIC PERFORMANCE IF BUYER FAILS TO FILE SUIT FOR SPECIFIC PERFORMANCE AGAINST SELLER IN A COURT HAVING JURISDICTION IN THE COUNTY AND STATE IN WHICH THE PROPERTY IS LOCATED ON OR BEFORE NINETY (90) DAYS FOLLOWING THE SCHEDULED CLOSING DATE OR EARLIER DATE UPON WHICH THE CLOSING WAS TO HAVE OCCURRED.

(b) Breach by Buyer. IN THE EVENT THE CLOSING AND THE CONSUMMATION OF THE TRANSACTIONS HEREIN CONTEMPLATED DO NOT OCCUR AS HEREIN PROVIDED BY REASON OF A BREACH OF ANY OF THE TERMS OF THIS AGREEMENT BY BUYER, WHICH BREACH IS NOT CURED WITHIN TEN (10) BUSINESS DAYS AFTER BUYER RECEIVES WRITTEN NOTICE THEREOF FROM SELLER, SUCH BREACH SHALL CONSTITUTE A DEFAULT UNDER THIS AGREEMENT AND SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO BUYER. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER AS A RESULT OF SUCH BREACH, THEREFORE BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), THE AMOUNT OF THE DEPOSIT. SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF OR DEFAULT UNDER THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER. BUYER HEREBY AUTHORIZES AND INSTRUCTS ESCROW AGENT TO DISBURSE THE DEPOSIT TO SELLER FIFTEEN (15) DAYS FOLLOWING NOTICE OF A BREACH AS SET FORTH IN THIS SECTION 20(b) UNLESS (i) SELLER AND BUYER OTHERWISE AGREE IN WRITING OR (ii) BUYER OBTAINS THE ORDER OF A COURT OF COMPETENT JURISDICTION PREVENTING ESCROW AGENT FROM MAKING SUCH DISBURSEMENT. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF THE LAW OF THE STATE, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO THE LAW OF THE STATE. UPON DEFAULT BY BUYER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW AGENT AND EXCEPT FOR THOSE MATTERS WHICH, BY THE EXPRESS TERMS OF THIS AGREEMENT, SURVIVE THE TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, SELLER'S RIGHT TO OBTAIN LIQUIDATED DAMAGES SHALL IN NO EVENT LIMIT SELLER'S RIGHT TO ENFORCE AND COLLECT UPON ANY INDEMNIFICATION RIGHTS AFFORDED UNDER THIS AGREEMENT.

_____ _____

BUYER'S INITIALS SELLER'S INITIALS

21. Damage, Destruction or Condemnation. If between the date of this Agreement and the Closing, there occurs any destruction of or damage or loss to the Property or any portion thereof from any cause whatsoever, including, but not limited to, any flood, accident or other casualty which, according to Seller's good faith estimate (the "**Estimate**"), would cost, with respect to the Property, more than the Threshold Amount to repair, or any condemnation proceedings are commenced or overtly threatened which would involve the taking of any portion

(b) Breach by Buyer. IN THE EVENT THE CLOSING AND THE CONSUMMATION OF THE TRANSACTIONS HEREIN CONTEMPLATED DO NOT OCCUR AS HEREIN PROVIDED BY REASON OF A BREACH OF ANY OF THE TERMS OF THIS AGREEMENT BY BUYER, WHICH BREACH IS NOT CURED WITHIN TEN (10) BUSINESS DAYS AFTER BUYER RECEIVES WRITTEN NOTICE THEREOF FROM SELLER, SUCH BREACH SHALL CONSTITUTE A DEFAULT UNDER THIS AGREEMENT AND SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO BUYER. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER AS A RESULT OF SUCH BREACH, THEREFORE BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), THE AMOUNT OF THE DEPOSIT. SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF OR DEFAULT UNDER THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER. BUYER HEREBY AUTHORIZES AND INSTRUCTS ESCROW AGENT TO DISBURSE THE DEPOSIT TO SELLER FIFTEEN (15) DAYS FOLLOWING NOTICE OF A BREACH AS SET FORTH IN THIS SECTION 20(b) UNLESS (i) SELLER AND BUYER OTHERWISE AGREE IN WRITING OR (ii) BUYER OBTAINS THE ORDER OF A COURT OF COMPETENT JURISDICTION PREVENTING ESCROW AGENT FROM MAKING SUCH DISBURSEMENT. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF THE LAW OF THE STATE, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO THE LAW OF THE STATE. UPON DEFAULT BY BUYER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW AGENT AND EXCEPT FOR THOSE MATTERS WHICH, BY THE EXPRESS TERMS OF THIS AGREEMENT, SURVIVE THE TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, SELLER'S RIGHT TO OBTAIN LIQUIDATED DAMAGES SHALL IN NO EVENT LIMIT SELLER'S RIGHT TO ENFORCE AND COLLECT UPON ANY INDEMNIFICATION RIGHTS AFFORDED UNDER THIS AGREEMENT.

_____	_____
BUYER'S INITIALS	SELLER'S INITIALS

21. Damage, Destruction or Condemnation. If between the date of this Agreement and the Closing, there occurs any destruction of or damage or loss to the Property or any portion thereof from any cause whatsoever, including, but not limited to, any flood, accident or other casualty which, according to Seller's good faith estimate (the "**Estimate**"), would cost, with respect to the Property, more than the Threshold Amount to repair, or any condemnation proceedings are commenced or overtly threatened which would involve the taking of any portion

of the Property valued at more than the Threshold Amount or which restricts in a material manner ingress or egress to the Property, then Buyer shall have the right, exercisable by delivering written notice to Seller and Escrow Agent within thirty (30) days after Buyer's receipt of Seller's written Estimate of the amount of such cost or the scope of any taking, to either (a) terminate this Agreement, in which case the provisions of Section 9(c) of this Agreement shall govern, or (b) accept the Property in its then condition and proceed with the Closing, in which case Buyer shall receive a credit against the Purchase Price equal to the amount of the deductible under Seller's insurance policies (to the extent not satisfied by Seller prior to Closing), and Seller shall assign to Buyer its rights to any insurance proceeds or condemnation award received (to the extent not already spent in connection therewith) or to be received as a result of such event. Buyer's failure to deliver such notice within the time period specified shall be deemed to constitute Buyer's election to terminate this Agreement. In the event the Estimate of the cost of repair or the amount of the taking, with respect to the Property, is less than or equal to the Threshold Amount, then Buyer shall not have the option to terminate this Agreement, and the parties shall proceed to the Closing, in which case Buyer shall, (x) in the event of a casualty to the Property, receive a credit against the Purchase Price equal to the amount of the deductible under Seller's insurance policies (to the extent not satisfied by Seller prior to Closing), and Seller shall assign to Buyer its rights to any insurance proceeds received (to the extent not already spent in connection therewith) or to be received as a result of such event and (y) in the event of a condemnation relating to the Property, Seller shall assign to Buyer its rights to any condemnation award received (to the extent not already spent in connection therewith) or to be received as a result of such event.

22. Brokerage. Buyer and Seller warrant that they have had no dealings with any real estate brokers in connection with the transaction set forth herein other than Broker. Seller shall pay Broker a commission pursuant to a separate agreement. Seller shall not be responsible for any commissions, finder's fees or similar compensation to any other broker or similar person. Buyer shall have the right, but not the obligation, to utilize the services of a real estate broker other than Broker; provided, however, that Buyer shall be solely responsible for the payment of any and all commissions, finder's fees or similar compensation to such broker that Buyer might employ. Seller and Buyer each warrant to the other that, except for the Broker, neither has dealt with or engaged any other brokers, realtors, finders or agents in connection with the negotiation of this Agreement. Seller and Buyer shall defend, indemnify and hold each other harmless from any cost or liability for any compensation, commission or charges claimed by any other brokers, realtors, finders or agents claiming by, through or on behalf of the respective indemnitor. This covenant shall survive any termination of this Agreement and shall survive Closing and the delivery of the Special Warranty Deed at Closing.

23. Tax Credits.

(a) Tax Credits and Affordability Requirements. Seller acquired, developed, owned and operated the Property as a project intended to generate tax credits ("**Tax Credits**"), including, without limitation, low-income housing tax credits under Section 42 of the Code and the Treasury Regulations promulgated thereunder (collectively, "**Section 42**"). The Property is subject to the Restrictive Covenants. In order to maintain and preserve the Tax Credits, and otherwise comply with the Tax Credit Laws and other obligations under the Restrictive

Covenants, the Property must be operated in compliance with the Restrictive Covenants and all applicable rules, procedures, regulations, guidelines and other requirements under Section 42 and all other applicable federal, state or local affordable housing laws, regulations and other requirements relating to the Property (collectively, the "**Tax Credit Laws**").

(b) Prior Noncompliance.

(i) Buyer shall have no obligations or liabilities to the Seller Indemnified Parties, whether to indemnify, perform covenants, or to pay any damages, costs, or expenses, with respect to any noncompliance with any Restrictive Covenants or with the Tax Credit Laws, to the extent such noncompliance occurred prior to Closing ("**Prior Noncompliance**"). Buyer shall promptly notify Seller of any Prior Noncompliance of which it becomes aware. Notwithstanding anything to the contrary set forth herein, Buyer agrees to reasonably cooperate with Seller, at Seller's expense, in connection with any corrective action Seller determines is necessary to remedy the Prior Noncompliance or to mitigate Seller's liability with respect thereto, including, without limitation, allowing Seller and its Representatives to have access to the Property and the Property files as to any such matters.

(ii) As a material inducement for Buyer to enter into this Contract, Pasco Woods, Inc. ("**Seller's General Partner**"), on behalf of Seller, hereby agrees to indemnify and hold Buyer and its direct and indirect partners, principals, affiliates, and all of their respective employees, agents and asset managers (collectively, the "**Buyer Indemnified Parties**") free and harmless from any Losses, which Losses are related to, arise out of or are in any way connected with (A) the breach of any of the covenants in this Section 23 by Seller; (B) any Prior Noncompliance or the violation of any Restrictive Covenant by Seller; or (C) any failure of Seller to maintain ownership, use and operation of the Property in accordance with the Tax Credit Laws. For the avoidance of doubt, neither Seller nor any of its direct or indirect constituent partners (other than Seller's General Partner), members, owners or shareholders, or any of their respective officers, directors, employees or agents shall have any personal liability under this Section 23(b)(ii).

(c) Regulatory Approval.

Buyer's and Seller's Obligations. In connection with the Required Consents, Seller agrees, within five (5) Business Days following the Effective Date, to deliver any required notices to FHFC and the County HFA, as applicable, of the intended transfer of the Property to Buyer. Buyer and Seller covenant to timely complete, execute and deliver to the Housing Authority, as necessary, all documents, certifications, information, representations, agreements and other materials reasonably required to obtain such Required Consents, including but not limited to the material described on **Exhibit L**. Buyer and Seller shall timely (i.e., within five (5) Business Days of receipt of request from the Housing Authority

provide all documentation required to file all applications required by the Housing Authority for its consent and approval to the transactions contemplated herein and shall promptly respond to all additional reasonable requests of the Housing Authority for additional information. Buyer shall use its good faith efforts to timely obtain all Required Consents. Seller shall reasonably cooperate with Buyer's efforts to obtain the Required Consents but Seller shall not be obligated to incur any cost, expense or liability (other than payment of its own legal fees and as required pursuant to the terms of this Agreement) in so doing.

(ii) Failure to Obtain Consent. Subject to Section 24 below, but notwithstanding anything to the contrary contained in this Agreement, in the event all Required Consents have not been obtained at least one (1) business day prior to July 31, 2016, Buyer shall have the right to terminate Agreement, in which case Buyer shall receive a return of the Deposit and the provisions of Section 9(c) of this Agreement shall govern.

(d) As a material inducement for Seller to enter into this Agreement, Buyer (as an "**Indemnitor**") hereby agrees to indemnify, defend and hold Seller and its direct and indirect partners, principals, affiliates, and all of their respective employees, agents and asset managers (collectively, the "**Seller Indemnified Parties**") free and harmless from any actual, out-of-pocket liabilities, claims, damages, penalties, costs, fees, charges, losses, causes of action, demands, and expenses of any kind or nature, including reasonable attorneys' and accountants' fees (collectively "**Losses**"), which Losses arise out of (A) the violation of any Regulatory Agreement; or (B) any failure to maintain ownership, use and operation of the Property in accordance with the Restrictive Covenants; provided, however, that the indemnity set forth in this Section 23(d) shall not apply to any Prior Noncompliance to the extent provided in Section 23(b) of this Agreement or any Losses that arise out of Seller's gross negligence, intentional misconduct or fraud.

(e) Survival. The provisions of this Section 23 shall survive Closing and the delivery of the Special Warranty Deed at Closing.

24. Loan Assumption.

(a) The parties acknowledge that the Property is presently encumbered by the FHFC Loan.

(b) On or before the Contingency Expiration Date, Buyer shall notify Seller whether Buyer, in its sole and absolute discretion, has elected to assume the FHFC Loan (the "**Loan Assumption Option**").

(c) Notwithstanding anything to the contrary set forth in this Agreement, the Closing is subject to and conditioned upon the following: (i) if Buyer exercises the Loan Assumption Option, the closing of the assumption of the FHFC Loan by Buyer pursuant to assumption documents reasonably acceptable to Buyer and FHFC (the "**Loan Assumption**") and (ii) if either (A) Buyer does not exercise the Loan Assumption Option on or before the

Contingency Expiration Date or (B) Buyer exercises the Loan Assumption Option on or before the Contingency Expiration Date, but Buyer is not able to obtain FHFC approval to the Loan Assumption in accordance with Section 24(d) below prior to the Scheduled Closing Date, and Seller elects to proceed under Section 24(f) below, then, in either such case, the satisfaction of the FHFC Loan by Seller and the be release and termination of the FHFC Loan Documents in accordance with the terms and conditions of this Agreement.

(d) If Buyer exercises the Loan Assumption Option, Seller covenants and agrees to reasonably cooperate with Buyer to obtain FHFC approval to the Buyer's assumption of the FHFC Loan. Buyer and Seller shall execute and/or deliver or cause to be delivered to FHFC one or more assignment and assumption agreements, financing statements, releases, indemnifications, legal opinions, resolutions, and such other instruments and documents as FHFC may reasonably require in connection with the acquisition of the Property by Buyer and the approval of the assumption of the FHFC Loan, to the extent required pursuant to the terms of the FHFC Loan Documents or which are customarily required by lenders in connection with loan assumption transactions similar to the Loan Assumption, provided that the same are in form and substance acceptable to Buyer and Seller in their respective reasonable discretion. For the sake of clarity, it shall not be deemed reasonable for Seller to withhold its approval of the documents required by FHFC in connection with the Loan Assumption solely because such documents either (i) exclude an affirmative release of Seller under the FHFC Loan Documents for liability arising out of acts, events and circumstances occurring or existing prior to the Closing or (ii) expressly include an obligation on the part of Seller to indemnify FHFC for losses arising from such acts, events and circumstances.

(e) If Buyer exercises the Loan Assumption Option, Buyer and Seller shall cooperate with FHFC and each other, and act diligently and in good faith and in a reasonable manner, to expeditiously procure the FHFC approval of the Loan Assumption.

(f) Notwithstanding the foregoing provisions of this Section 24 or any other provision of this Agreement to contrary, if Buyer timely exercises the Loan Assumption Option, but Buyer is not able to obtain FHFC approval to the Loan Assumption in accordance with Section 24(d) above on or before the date that is one day prior to the Scheduled Closing Date as the same may be extended in accordance with Section 18 hereof, then Seller shall have the right, in its sole and absolute discretion, to elect to repay the FHFC Loan in full on the Closing Date by delivering notice to Buyer of such election no later than the Scheduled Closing Date as the same may be extended in accordance with Section 18 hereof. If Seller makes such election, then (i) the then-current Scheduled Closing Date shall be extended for so long as is reasonably necessary to obtain all Required Consents applicable to such repayment of the FHFC Loan (i.e., the Required Consents as would have been required if Buyer had not exercised the Loan Assumption Option), such period not to exceed thirty (30) days,

25. Miscellaneous.

(a) Partial Invalidity. If any term or provision of this Agreement or the exhibits attached hereto or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the exhibits attached hereto, or the application of such term or provision to persons or circumstances other than those

as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement and the exhibits attached hereto shall be valid and shall be enforced to the fullest extent permitted by law.

(b) No Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(c) Successors and Assigns. This Agreement and the exhibits attached hereto shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto and their permitted successors and assigns and the other persons described in this Section 25(c).

(d) Entire Agreement. This Agreement (including all exhibits attached hereto) is the final expression of, and contains the entire agreement among, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. Neither this Agreement nor any of the other documents to be executed hereunder may be modified, changed, supplemented or terminated, nor may any obligations hereunder or thereunder be waived, except by written instrument signed by the party to be charged .

(e) Time of Essence. The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement and that failure to timely perform any of the terms, conditions, obligations or provisions of this Agreement by either party shall constitute a material breach of and a non-curable (but waivable in accordance with Section 25(d) of this Agreement) default under this Agreement by the party so failing to perform.

(f) Construction. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement and the exhibits attached hereto, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement and the exhibits attached hereto shall not be construed as if they had been prepared by one of the parties, but rather as if all parties had prepared the same. Unless otherwise indicated, all references to sections and subsections are to this Agreement.

(g) Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State. Any dispute arising under this Agreement or the documents referred to herein or with respect to the Property will be adjudicated exclusively in the courts of the State with venue in the County.

(h) Non-Binding. No party shall have any legal rights or obligations with respect to any other party, and no party should or may take any action or fail to take any action in detrimental reliance, unless and until this Agreement is executed by all of the parties hereto.

(i) Exhibits. All exhibits referred to in this Agreement are attached hereto and are fully incorporated herein by this reference as though set forth at length herein.

(j) Assignment. Neither Buyer nor Seller shall assign any of its rights or obligations under this Agreement. Notwithstanding the foregoing sentence, prior to Closing Buyer may assign its rights under this Agreement to a Permitted Assign; provided, however, that such assignee shall assume all of Buyer's obligations under this Agreement; provided, further, that Buyer shall remain jointly and severally liable with its Permitted Assign for all obligations of Buyer under this Agreement, including, without limitation, the indemnification obligations under Section 23(c) of this Agreement. In the event of any assignment permitted in accordance with the provisions of this Section 25(j), the closing documents shall, where appropriate, reflect the name of Permitted Assign rather than Buyer.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute a separate document but all of which together shall constitute one and the same agreement. Signature pages may be detached and reattached to physically form one document. This Agreement may be executed by facsimile or electronic (scanned) signature.

(l) Further Assurances. To the extent consistent with the terms of this Agreement and customarily executed and/or delivered in similar transactions, Buyer and Seller will make, execute, and deliver such documents and undertake such other and further acts as may be reasonably necessary to complete the transaction contemplated herein.

(n) No Recording. The provisions of this Agreement will not constitute a lien on the Property and neither this Agreement nor any notice or memorandum of this Agreement will be recorded by Buyer.

(o) Business Days. If, under the terms of this Agreement, the time for the performance of any act, giving of notice, or making any payment falls on a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next succeeding business day.

(p) 1031 Exchange. Any party may consummate the purchase or sale (as applicable) of the Real Property to be conveyed hereunder as part of a so-called like-kind exchange (an "**Exchange**") pursuant to Section 1031 of the Code, as amended; provided, however, that: (i) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of an Exchange be a condition precedent or condition subsequent to the exchanging party's obligations under this Agreement; (ii) any assignment of this Agreement necessary to effect its Exchange shall comply with all of the terms of this Agreement; (iii) no party shall be required to take an assignment of any agreement for the relinquished or replacement property or be required to acquire or hold title to any real property for purposes of consummating an Exchange desired by the other party; (iv) the exchanging party shall pay any additional costs that would not otherwise have been incurred by the non-

exchanging party had the exchanging party not consummated the transaction through an Exchange; (v) the non-exchanging party shall not incur any liabilities; and (vi) the exchanging party shall indemnify, defend, exonerate, hold harmless and save the non-exchanging party and each of its Representatives free from and against any and all Losses, which Losses, in any way, relate to, arise out of, are occasioned by or are connected with such exchange. No party shall by this Agreement or acquiescence to an Exchange desired by the other party have its rights under this Agreement affected or diminished in any manner. A non-exchanging party shall not be responsible for compliance with or be deemed to have warranted to the exchanging party that its Exchange in fact complies with Section 1031 of the Code. Subject to the provisions of this Section 25(p), each party shall cooperate with the other party in effecting an Exchange.

(q) Confidentiality. Buyer shall treat this Agreement and the Property Files as confidential in all respects and shall not disclose the existence of this Agreement, the terms of this Agreement, the Property Files or the results of its due diligence under this Agreement without the advance written consent of Seller, except for (i) disclosure only to the extent reasonably necessary to Buyer's Representatives in connection with the transactions contemplated hereby; (ii) disclosure required by law or by regulators, including in response to a subpoena or similar process or as part of a filing required to be made under securities laws; (iii) disclosure in connection with litigation to enforce the terms of this Agreement; and (iv) disclosure by a party required to satisfy a condition precedent to Closing. Seller shall treat this Agreement as confidential in all respects and shall not disclose the existence of this Agreement or the terms of this Agreement, without the advance written consent of Buyer, except for (i) disclosure only to the extent reasonably necessary to Seller's Representatives in connection with the transactions contemplated hereby; (ii) disclosure required by law or by regulators, including in response to a subpoena or similar process or as part of a filing required to be made under securities laws; (iii) disclosure in connection with litigation to enforce the terms of this Agreement; and (iv) disclosure by a party required to satisfy a condition precedent to Closing.

(r) Survival. The provisions of this Section 25 shall survive any termination of this Agreement and shall survive Closing and the delivery of the Special Warranty Deed at Closing.

(s) Merger. All provisions of this Agreement (except for the terms of this Agreement which expressly survive Closing and the delivery of the Special Warranty Deed at Closing) shall merge into the Special Warranty Deed with the delivery of the Special Warranty Deed, and the delivery of the Special Warranty Deed to Buyer shall constitute the full performance of Seller under this Agreement.

(t) Escrow Conditions. Escrow Agent is employed hereunder in a ministerial capacity only, and shall act in accordance with the terms and conditions of this Agreement, and shall not be liable to any party for any loss or damage resulting therefrom, except for loss or damage resulting from the bad faith, gross negligence or willful misconduct of Escrow Agent.

(u) Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON

THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO. BUYER AND SELLER EACH ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL.

<Parties' Signatures On Next Page>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SELLER:

Pasco Woods, Ltd.,
a Florida limited partnership

By: Pasco Woods, Inc.,
a Florida corporation,
its sole general partner

By: _____
Name: Thomas N. Tompkins
Title: President

BUYER:

HARMONY HOUSING ADVISORS, INC.,
a Delaware corporation

By: _____
Name: Robert Barolak
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SELLER:

Pasco Woods, Ltd.,
a Florida limited partnership

By: Pasco Woods, Inc.,
a Florida corporation,
its sole general partner

By: _____
Name: Thomas N. Tompkins
Title: President

BUYER:

HARMONY HOUSING ADVISORS, INC.,
a Delaware corporation

By: _____
Name: Robert Barolak
Title: President

JOINDER

Subject to the provisions of Section 23(ii) of the Agreement, the undersigned hereby joins in the execution of this Agreement solely for the purpose of agreeing to be liable to Buyer for the payment of any amounts owed under Section 23(ii) of the Agreement. Except as set forth in the immediately preceding sentence, the undersigned shall have no other liability or obligations in connection with the Agreement.

PASCO WOODS, INC.

By: _____
Name: Thomas N. Tompkins
Title: President

ACCEPTANCE BY ESCROW AGENT

The undersigned Escrow Agent hereby acknowledges receipt of a copy of this Agreement, and agrees to hold and dispose of the Deposit in accordance with the provisions of this Agreement.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name:
Title:

SCHEDULE OF EXHIBITS

EXHIBIT A	Legal Description
EXHIBIT B	Form of Special Warranty Deed
EXHIBIT C	Form of FIRPTA Certificate
EXHIBIT D	Form of Assignment and Assumption of Leases
EXHIBIT E	Form of General Assignment and Bill of Sale
EXHIBIT F	Form of Tenant Notice Letter
EXHIBIT G	Service Contracts
EXHIBIT H	Rent Roll
EXHIBIT I	List of Property Files
EXHIBIT J	Supplemental Property Files
EXHIBIT K	Owner's Affidavit
EXHIBIT L	Underwriting Checklist
SCHEDULE 15(g)	Tenant Lease Disclosures
SCHEDULE 15(i)	Hazardous Materials Disclosures
SCHEDULE 15(j)	Service Contract Disclosures

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A portion of Section 6, Township 26 South, Range 20 East, Pasco County, Florida, being further described as follows:

From the S.W. corner of Section 6, Township 26 South, Range 20 East, run N 00° 10’ 15” E, 1295.64 feet along a line between Section 6, Township 26 South, Range 20 East, and Section l, Township 26 South, Range 19 East, to the North line of the S.W. l/4 of the S.W. 1/4 of said Section 6, thence N 89° 43’ 21” E, along said North line of S.W. 1/4 of S.W. l/4, 216.47 feet to the easterly right of way line of Oakley Boulevard; thence along said easterly right of way line N 00° 15’ 55” E, 20.00 feet to the Point of Beginning; thence continue N 00° 15’ 55” E 198.72 feet; thence leaving said easterly right of way line, S 89° 44’ 05” E, 479.95 feet; thence N 00° 15’ 55” E, 679.18 feet; thence N 00° 41’ 04” E, 93.67 feet; thence N 56° 53’ 39” E 244.85 feet; thence N 89° 39’ 07” E, 319.86 feet; thence S 00° 15’ 55” W, 1,100.15 feet to a point on a line that is 20.00 feet North of and parallel to the North line of the S.W. 1/4 of S.W. 1/4 of said Section 6, thence S 89° 43’ 21” W, along said line, 1,005.00 feet to the Point of Beginning.

EXHIBIT B

[FORM OF SPECIAL WARRANTY DEED]

This instrument prepared by or under the supervision of
(and after recording should be returned to):

Name: _____
Address: Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Miami, FL 33131

Property Appraiser's Parcel ID#:

(Space reserved for Clerk of Court)

SPECIAL WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, A.D. 20__ between _____, a _____ partnership (the "**Grantor**"), and _____, a _____ (the "**Grantee**"), whose mailing address is _____;

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00), to the Grantor in hand paid by the Grantee and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee and the Grantee's successors and assigns forever, the following described land situate, lying and being in _____ County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT TO zoning and other governmental regulations; any recorded easements, covenants, restrictions and limitations; and real property taxes for the year 20__ and subsequent years.

AND THE GRANTOR DOES HEREBY SPECIALLY WARRANT the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its duly authorized general partner the day and year first above written.

Signed, sealed and delivered in the presence of:

_____, a _____ partnership

BY: _____, a _____ corporation, general partner

Sign Name: _____
Print Name:

By: _____
Name:
Title:

Sign Name: _____
Print Name:

Address:

[CORPORATE SEAL]

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____ as _____ of _____, a _____ corporation which is a general partner in _____ a _____ partnership, on behalf of the corporation and the partnership. He/she/they personally appeared before me and is/are personally known to me or produced _____ as identification and did not take an oath.

[NOTARIAL SEAL]

Notary: _____
Print Name:
NOTARY PUBLIC, STATE OF _____
My commission

EXHIBIT "A"

EXHIBIT C

TAXPAYER'S CERTIFICATION OF NON-FOREIGN STATUS

To inform _____, a _____ ("Transferee") that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code"), will not be required upon the transfer of certain real property to the Transferee by [_____], a [_____], the undersigned ("Taxpayer") hereby certifies the following on behalf of the Taxpayer:

1. That Taxpayer is a United States person and is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. Taxpayer is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations;

3. The Taxpayer's U.S. employer identification number is [_____]; and

4. The Taxpayer's office address is c/o [_____], Attention: [_____].

The Taxpayer understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Taxpayer.

Date: _____

[_____],
a [_____]

By: _____
Name:
Title:

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES ("Assignment") is dated as of _____, and is entered into by and between [_____], a [_____] ("Assignor") and _____, a _____ ("Assignee"), with respect to the following matters.

W I T N E S S E T H:

Assignor and Assignee entered into that certain Real Estate Purchase And Sale Agreement With Escrow Instructions, dated as of [_____], 2016 ("Agreement"), regarding the sale of that certain real property being more fully described on Exhibit A attached hereto and made a part hereof, together with all improvements and other property comprising Property (as defined in the Agreement). Unless otherwise indicated herein, all capitalized terms in this Assignment shall have the meaning ascribed to them in the Agreement.

Assignor, as lessor, and Tenants have entered into the Tenant Leases covering certain premises located on the Property.

Under the Agreement, to the extent assignable, Assignor is obligated to: (a) assign to Assignee any and all of its right, title and interest in and to all Tenant Leases; and (b) give Assignee a credit in an amount equal to the amount of the Tenant Deposits and prepaid rents.

Under the Agreement, Assignee is obligated to assume all of Seller's obligations with respect to the Tenant Deposits and prepaid rents.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Tenant Leases, as set forth on Exhibit B hereto and Assignee hereby accepts such assignment and hereby assumes all of the obligations and agrees to pay, perform and discharge all of the terms, covenants and conditions, in each case arising or accruing under or in connection with the Tenant Leases and Tenant Deposits from and after the date of this Assignment.

Assignee hereby acknowledges receipt of funds equal to the amount of, and in payment of, all Tenant Deposits and prepaid rents and hereby assumes all of the obligations in connection therewith.

In the event of the bringing of any action or suit by a party hereto against another party thereunder by reason of any breach of any of the covenants, conditions, agreements or provisions

on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees and costs.

The transfers and assumptions given effect by this Assignment are limited by and made expressly subject to the terms, covenants and conditions set forth in the Agreement.

This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State.

<Parties' Signatures On Next Page>

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

[_____],
a [_____]

By: _____
Name:
Title:

ASSIGNEE:

Error! Reference source not found.

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION OF LEASES
LEGAL DESCRIPTION OF THE PROPERTY

A portion of Section 6, Township 26 South, Range 20 East, Pasco County, Florida, being further described as follows:

From the S.W. corner of Section 6, Township 26 South, Range 20 East, run N 00° 10’ 15” E, 1295.64 feet along a line between Section 6, Township 26 South, Range 20 East, and Section l, Township 26 South, Range 19 East, to the North line of the S.W. l/4 of the S.W. 1/4 of said Section 6, thence N 89° 43’ 21” E, along said North line of S.W. 1/4 of S.W. l/4, 216.47 feet to the easterly right of way line of Oakley Boulevard; thence along said easterly right of way line N 00° 15’ 55” E, 20.00 feet to the Point of Beginning; thence continue N 00° 15’ 55” E 198.72 feet; thence leaving said easterly right of way line, S 89° 44’ 05” E, 479.95 feet; thence N 00° 15’ 55” E, 679.18 feet; thence N 00° 41’ 04” E, 93.67 feet; thence N 56° 53’ 39” E 244.85 feet; thence N 89° 39’ 07” E, 319.86 feet; thence S 00° 15’ 55” W, 1,100.15 feet to a point on a line that is 20.00 feet North of and parallel to the North line of the S.W. 1/4 of S.W. 1/4 of said Section 6, thence S 89° 43’ 21” W, along said line, 1,005.00 feet to the Point of Beginning.

EXHIBIT E

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE ("Assignment") is dated as of _____, and is entered into by and between [_____], a [_____] ("Assignor") and [_____], a Delaware liability company ("Assignee"), with respect to the following matters.

W I T N E S S E T H:

Assignor and [_____] (as predecessor in interest to Assignee) entered into that certain Real Estate Purchase And Sale Agreement With Escrow Instructions, dated as of [_____], 2016 ("Agreement"), regarding the sale of that certain real property being more fully described on Exhibit A attached hereto and made a part hereof, together with all improvements and other property comprising Property (as defined in the Agreement). Unless otherwise indicated herein, all capitalized terms in this Assignment shall have the meaning ascribed to them in the Agreement.

Pursuant to the Agreement (except as otherwise provided for therein), Assignor is obligated to transfer, sell, convey and assign any and all of Assignor's right, title and interest in and to the Personal Property, and to the extent assignable, the Intangibles and the Service Contracts set forth on Exhibit B attached hereto and made a part hereof (collectively, the "Assigned Properties") and to delegate any and all of its obligations and responsibilities in the Assigned Properties from and after the date hereof to Assignee and Assignee is obligated to assume such obligations and responsibilities.

Further, pursuant to the Agreement, Assignee is obligated to assume such obligations and responsibilities arising or accruing under the Restrictive Covenants and the Tax Credit Laws applicable to the Property.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Assigned Properties and Assignee hereby accepts such assignment and hereby assumes all of the obligations and agrees to pay, perform and discharge all of the terms, covenants and conditions, in each case arising or accruing under the Assigned Properties from and after the date of this Assignment.

In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing

party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees and costs.

The transfers and assumptions given effect by this Assignment are limited by and made expressly subject to the terms, covenants and conditions set forth in the Agreement.

This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

<Parties' Signatures On Next Page>

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

[_____],
a [_____]

By: _____
Name:
Title:

ASSIGNEE:
Error! Reference source not found.

EXHIBIT A TO GENERAL ASSIGNMENT AND BILL OF SALE
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B TO ASSIGNMENT AND ASSUMPTION OF LEASES

Service Contracts

EXHIBIT F

TENANT NOTICE LETTER

PASCO WOODS APARTMENTS

[CLOSING DATE]

To: The Tenants of the Pasco Woods Apartments

Re: Your Lease (the "**Lease**") at the Pasco Woods Apartments, located at [_____] (the "**Property**")

Dear Resident:

You are hereby notified that Pasco Woods, Ltd., a Florida limited partnership ("**Seller**") and the current landlord under the Lease, has sold the Property to [_____], a [_____] ("**New Owner**"), as of the date of this letter. In connection with such sale, Seller has assigned and transferred its interest in the Lease and all security deposits relating thereto to New Owner, and New Owner has assumed and agreed to perform all of the landlord's obligations under the Lease which arise from and after the date hereof (including any obligations set forth in the Lease to repay or account for any security deposits thereunder from and after such date). Accordingly, (a) all obligations under the Lease from and after the date of this letter shall be performable for the benefit of New Owner, and (b) please direct all rent and other amounts due New Owner in such manner as instructed below.

The security deposit is being held at:

[INSERT NAME AND ADDRESS OF FLORIDA BANKING INSTITUTION]

_____
_____
_____

You [__] are or [X] are not entitled to interest on the security deposit.

Effective [_____] all future rental payments should be payable to [_____] and sent to the following address:

_____
_____
_____

Any questions regarding maintenance and management of the property should be addressed to:

_____
_____
_____

The New Owner's notice address is now:

[_____]
c/o Greystone Property Management Corporation
8383 Craig Street, Suite 240
Indianapolis, IN 46250

[Remainder of Page Intentionally Blank]

Sincerely,

Pasco Woods, Ltd.,
a Florida limited partnership

By: Pasco Woods, Inc., General Partner

By: _____
Name: Thomas N. Tompkins
Title: President

EXHIBIT G

SERVICE CONTRACTS

Cable Television Service	Brighthouse (Comp)
Copier Service Agreement	Master Agreement through Leland Management Company
Fax Line	Brighthouse
Fire Alarm Lines/Panels Annual Inspection	Piper Fire Protection Inc.
Guest Wifi Access	Brighthouse
Landscape Maintenance	B&M Landscaping
CARPET	Redi Carpet
Hydrants/Backflow Inspections	Piper Fire Protection Inc.
Access/Installation Agreement with internet/cable provider	Brighthouse
Office Internet	Brighthouse
Pest Control	American Pest
Property Cell Phones/Pagers	Master Agreement through Leland Management Company
Resident Screening	Master Agreement through Leland Management Company
Compactor Rental	Pak-Rite Rentals
Vending Machine	Coca Cola
Waste Removal	Progressive Waste Solutions/WSI
Lift Station Maintenance	FCS Inc

EXHIBIT H

RENT ROLL

(See Attached)

Pasco Woods Apartments
6135 Ryerson Circle
Wesley Chapel, FL 33544

Phone: (813) 994-7172

Rent Roll Report

As of 2/29/2016

Release 10.02

Units & Leases (200 leases)	Unit Type	Square Footage	Primary Tenant	Initial Move In	Lease Ends	Market Rent	Lease Rent	Deposits Held	Balance
6050-01	3BR 1FL	1,345	PEREZ-LOPEZ, LUZ D	3/1/2010	2/28/2017	$815.00	$815.00	$300.00	$0.00
6050-02	2BR 1FL	1,068	Torres, Jeannette	11/15/2012	10/31/2016	$702.00	$702.00	$350.00	$0.00
6050-03	3BR 2FL	1,345	Torres-Echevarry, Rebecca Y	12/4/2012	11/30/2016	$815.00	$815.00	$350.00	$0.00
6050-04	2BR 2FL	1,068	Courtman, Jessye T	9/5/2014	8/31/2016	$702.00	$702.00	$350.00	$0.00
6050-05	2BR 1FL	1,068	Benjamin, Jim F	6/4/2013	5/31/2016	$702.00	$702.00	$350.00	$0.00
6050-06	3BR 1FL	1,345	Santana-Maldonado , Lizette	6/30/2014	5/31/2016	$815.00	$815.00	$350.00	$0.00
6050-07	2BR 2FL	1,068	Torres, Luis R	10/21/2011	9/30/2016	$702.00	$702.00	$550.00	$0.00
6050-08	3BR 2FL	1,345	Stone, Corey E	12/31/2014	11/30/2016	$815.00	$815.00	$550.00	$0.00
6110-01	3BR 1FL	1,345	Ramos Agosto, Brenda L	6/26/2015	5/31/2016	$815.00	$815.00	$350.00	$0.00
6110-02	2BR 1FL	1,068	Penna Gonzalez, Martha J	3/6/2015	2/28/2017	$702.00	$702.00	$350.00	$0.00
6110-03	3BR 2FL	1,345	Blackniak, Paul	3/2/2012	2/28/2017	$815.00	$815.00	$350.00	($815.00)
6110-04	2BR 2FL	1,068	Redwood, Reneta	8/1/2014	7/31/2016	$702.00	$702.00	$350.00	$0.00
6110-05	2BR 1FL	1,068	AYALA, HUMBERTO	2/8/2007	1/31/2017	$702.00	$702.00	$500.00	$0.00
6110-06	3BR 1FL	1,345	Shoemake, Brittany M	11/12/2014	10/31/2016	$815.00	$815.00	$815.00	$0.00
6110-07	2BR 2FL	1,068	Soto, Michael D	4/15/2011	3/31/2017	$702.00	$702.00	$400.00	$0.00
6110-08	3BR 2FL	1,345	Ruiz Souza, Rogers	2/25/2014	1/31/2017	$815.00	$815.00	$350.00	$0.00
6122-01	3BR 1FL	1,345	Donajkoski, Kimberly	11/27/2015	10/31/2016	$815.00	$815.00	$350.00	$0.00
6122-02	2BR 1FL	1,068	ULMER, DESEREE	9/1/2008	8/31/2016	$702.00	$702.00	$375.00	$0.00
6122-03	3BR 2FL	1,345	Fernandez, Julian R	1/13/2015	12/31/2016	$815.00	$815.00	$350.00	$0.00
6122-04	2BR 2FL	1,068	Trent, Tamiko	12/7/2015	11/30/2016	$702.00	$702.00	$702.00	$0.00
6122-05	2BR 1FL	1,068	Schaffer, Janece M	6/6/2015	5/31/2016	$702.00	$702.00	$350.00	$0.00
6122-06	3BR 1FL	1,134	Garcia, Isuara L	12/5/2014	11/30/2016	$815.00	$815.00	$815.00	$0.00
6122-07	2BR 2FL	1,068	Peguero Eusubio, Michael	9/8/2015	8/31/2016	$702.00	$702.00	$350.00	$0.00
6122-08	3/2 UP	1,345	Vazquez, Karisa	2/4/2014	1/31/2017	$815.00	$815.00	$350.00	$0.00
6136-01	3BR 1FL	1,345	Hagen, Vickie A	7/15/2011	6/30/2016	$815.00	$815.00	$600.00	$0.00
6136-02	2BR 1FL	1,068	Tucker, Pamela S	11/12/2010	10/31/2016	$702.00	$702.00	$350.00	$0.00
6136-03	3BR 2FL	1,345	JOSEPH, ELITA	8/27/2010	7/31/2016	$815.00	$815.00	$100.00	$0.00
6136-04	2BR 2FL	1,068	Cuadrado, Clara A	11/23/2013	10/31/2016	$702.00	$702.00	$350.00	$0.00
6136-05	2BR 1FL	1,068	BOJACA, OLGA	8/18/2007	7/31/2016	$702.00	$702.00	$250.00	$0.00
6136-06	3BR 1FL	1,345	Williams, Tiara(2)	10/19/2015	9/30/2016	$815.00	$815.00	$815.00	$0.00
6136-07	2BR 2FL	1,068	RIVERA, RICARDO	2/18/2005	1/31/2017	$702.00	$702.00	$300.00	($708.00)
6136-08	3BR 2FL	1,134	LINSE, QUETLIE	8/1/2008	7/31/2016	$815.00	$815.00	$400.00	$0.00
6150-01	3BR 1FL	1,345	Pereira, Luis A	2/19/2016	1/31/2017	$815.00	$815.00	$1,630.00	$0.00
6150-02	2BR 1FL	1,068	Lebron, Andres	3/18/2011	2/28/2017	$702.00	$702.00	$450.00	$0.00
6150-03	3BR 2FL	1,345	Da Rosa, Erick	1/10/2015	12/31/2016	$815.00	$815.00	$550.00	$0.00
6150-04	2BR 2FL	1,068	HEGEDUS, MARGO	11/16/2006	10/31/2016	$702.00	$702.00	$450.00	$0.00
6150-05	2BR 1FL	1,068	Qariaqos, Najeba G	12/31/2012	11/30/2016	$702.00	$702.00	$675.00	$0.00
6150-06	3BR 1FL	1,345	Ramsey, Christopher J	10/12/2012	9/30/2016	$815.00	$815.00	$350.00	$0.00
6150-07	2BR 2FL	1,068	Clark, Shayla	8/14/2015	7/31/2016	$702.00	$702.00	$350.00	$0.00
6150-08	3BR 2FL	1,345	BEJARANO, LUIS	3/27/2009	2/28/2017	$815.00	$815.00	$350.00	$0.00
6206-01	3BR 1FL	1,345	Gomez, Maria	1/6/2016	12/31/2016	$815.00	$815.00	$815.00	$0.00
6206-02	2BR 1FL	1,068	NARVAEZ, BERTHA	8/21/2008	7/31/2016	$702.00	$702.00	$400.00	$0.00
6206-03	3BR 2FL	1,345	Espinosa, Carlos	3/29/2013	2/29/2016	$815.00	$815.00	$0.00	$0.00
6206-04	2BR 2FL	1,068	Johnson, James L	10/26/2015	9/30/2016	$702.00	$702.00	$350.00	$0.00
6206-05	2BR 1FL	1,068	KELLY, EILEEN	12/1/2009	11/30/2016	$702.00	$702.00	$250.00	$0.00
6206-06	3BR 1FL	1,345	Merritt, Brittany	11/10/2015	10/31/2016	$815.00	$815.00	$350.00	$0.00
6206-07	2BR 2FL	1,068	SAINT CHARLES, CHARLES	4/14/2007	8/31/2016	$702.00	$702.00	$300.00	$0.00
6206-08	3BR 2FL	1,345	Burkhart , Tabatha A	8/15/2014	7/31/2016	$815.00	$815.00	$815.00	$0.00
6220-01	3BR 1FL	1,345	Montee, Erik	12/30/2014	11/30/2016	$815.00	$815.00	$350.00	($815.00)
6220-02	2BR 1FL	1,068	Rodriguez, Deborah(2)	12/23/2015	12/31/2016	$702.00	$702.00	$350.00	($40.00)
6220-03	3BR 2FL	1,345	Pelletier, Penny	6/10/2014	5/31/2016	$815.00	$815.00	$350.00	$0.00
6220-04	2BR 2FL	1,068	Taylor, Fernika S	9/20/2014	8/31/2016	$702.00	$702.00	$350.00	$0.00
6220-05	2BR 1FL	1,068	Odame, Samuel	3/7/2014	2/28/2017	$702.00	$702.00	$350.00	$0.00
6220-06	3BR 1FL	1,345	Garcia-Rodriguez, Aileen	2/19/2016	1/31/2017	$815.00	$815.00	$350.00	$0.00
6220-07	2BR 2FL	1,068	Espejo, Ana A	12/18/2013	11/30/2016	$702.00	$702.00	$550.00	$0.00
6220-08	3BR 2FL	1,345	Rivera De Jesus, Elving	7/17/2015	6/30/2016	$815.00	$815.00	$375.00	$339.00
6237-01	3BR 1FL	1,134	Resto-Lee, Evaunjalysa N	9/29/2015	8/31/2016	$815.00	$815.00	$350.00	$0.00
6237-02	2BR 1FL	1,068	Sessions-Davis, Emily A	6/29/2015	5/31/2016	$702.00	$702.00	$350.00	$0.00
6237-03	3BR 2FL	1,345	Wint-Hamilton, Ashley L	9/29/2015	8/31/2016	$815.00	$815.00	$350.00	$0.00
6237-04	2BR 2FL	1,068	ONGRADY, JOHN A	12/20/2005	11/30/2016	$702.00	$702.00	$300.00	$0.00

Pasco Woods Apartments
6135 Ryerson Circle
Wesley Chapel, FL 33544

Phone: (813) 994-7172

Rent Roll Report

As of 2/29/2016

Release 10.02

Units & Leases (200 leases)	Unit Type	Square Footage	Primary Tenant	Initial Move In	Lease Ends	Market Rent	Lease Rent	Deposits Held	Balance
6237-05	2BR 1FL	1,068	Goldberg, Sheri	10/15/2015	9/30/2016	$702.00	$702.00	$350.00	$0.00
6237-06	3BR 1FL	1,345	Marino, Christopher	9/25/2015	8/31/2016	$815.00	$815.00	$1,165.00	$0.00
6237-07	2BR 2FL	1,068	Smith, Edie M	8/9/2014	7/31/2016	$702.00	$702.00	$350.00	$0.00
6237-08	3BR 2FL	1,345	Washington, Ruth	8/4/2011	7/31/2016	$815.00	$815.00	$450.00	$0.00
6238-01	3BR 1FL	1,345	Coates, Elisha M	7/31/2015	6/30/2016	$815.00	$815.00	$350.00	$0.00
6238-02	2BR 1FL	1,068	Reynoso, Manuel E	7/25/2015	6/30/2016	$702.00	$702.00	$350.00	$0.00
6238-03	3BR 2FL	1,345	Chen, De yan	3/20/2013	2/28/2017	$815.00	$815.00	$350.00	$0.00
6238-04	2BR 2FL	1,068	Ruiz, Michell L	6/26/2009	5/31/2016	$702.00	$702.00	$350.00	$0.00
6238-05	2BR 1FL	1,068	Maldonado, Jacqueline	11/29/2012	10/31/2016	$702.00	$702.00	$350.00	$0.00
6238-06	3BR 1FL	1,345	Osborne, Keith A	4/23/2012	3/31/2017	$815.00	$815.00	$350.00	$0.00
6238-07	2BR 2FL	1,068	Gray, Ethel R	6/8/2013	2/28/2017	$702.00	$702.00	$550.00	$0.00
6238-08	3BR 2FL	1,134	Berean, Shannon M	8/9/2013	7/31/2016	$815.00	$815.00	$760.00	($30.00)
6238-09	3BR 1FL	1,345	Lloyd, Heidi	2/8/2011	1/31/2017	$815.00	$815.00	$350.00	($47.00)
6238-10	2BR 1FL	1,068	Jones, Mary	1/8/2016	12/31/2016	$702.00	$702.00	$350.00	$0.00
6238-11	3BR 2FL	1,345	Johnson, Latoya D	9/18/2015	8/31/2016	$815.00	$815.00	$350.00	$0.00
6238-12	2BR 2FL	1,068	Padro - Rosario, Alberto	4/29/2014	3/31/2017	$702.00	$702.00	$350.00	$0.00
6238-13	2BR 1FL	1,068	Gradwell, Denise A	1/23/2015	12/31/2016	$702.00	$702.00	$350.00	($722.00)
6238-14	3BR 1FL	1,345	Tigreros-Salgado, William	3/8/2013	2/29/2016	$815.00	$815.00	$350.00	($40.00)
6238-15	2BR 2FL	1,068	Nottingham, Ashley	11/25/2015	10/31/2016	$702.00	$702.00	$350.00	$0.00
6238-16	3BR 2FL	1,345	Ortiz, Ana L	2/23/2015	1/31/2017	$815.00	$815.00	$350.00	$0.00
6249-01	3BR 1FL	1,345	Rodriguez, Chrissy L	8/29/2015	7/31/2016	$815.00	$815.00	$350.00	$0.00
6249-02	2BR 1FL	1,068	Ruiz, Jorge	3/19/2014	2/28/2017	$702.00	$703.00	$350.00	$0.00
6249-03	3BR 2FL	1,134	Blyden, Yolanda	5/18/2012	4/30/2016	$815.00	$815.00	$350.00	$0.00
6249-04	2BR 2FL	1,068	Bel, Florence(3)	4/1/2015	3/31/2016	$702.00	$702.00	$350.00	$0.00
6249-05	2BR 1FL	1,068	Valdez De Aguero, Bella	12/5/2013	11/30/2016	$702.00	$702.00	$1,376.00	$0.00
6249-06	3BR 1FL	1,134	TORO, IRENE L	12/1/2009	11/30/2016	$815.00	$815.00	$350.00	$0.00
6249-07	2BR 2FL	1,068	Seyersdahl, Kevin L	3/6/2015	2/28/2017	$702.00	$702.00	$550.00	($702.00)
6249-08	3BR 2FL	1,345	Joseph, Gina(2)	10/16/2015	9/30/2016	$815.00	$815.00	$350.00	$0.00
6346-01	3BR 1FL	1,345	Morcilio, Yesenia M	11/25/2015	10/31/2016	$815.00	$815.00	$350.00	$0.00
6346-02	2BR 1FL	1,068	Jones, Cathy	3/1/2012	2/28/2017	$702.00	$702.00	$350.00	$0.00
6346-03	3BR 2FL	1,134	Burnham, Patrick D(2)	2/28/2014	1/31/2017	$815.00	$815.00	$350.00	$0.00
6346-04	2BR 2FL	1,068	Kiryakos, Ninos	12/8/2014	11/30/2016	$702.00	$702.00	$350.00	$0.00
6346-05	2BR 1FL	1,068	Apata, Tangela	2/1/2016	1/31/2017	$702.00	$702.00	$350.00	$0.00
6346-06	3BR 1FL	1,345	POWELL, PAULETTE A	4/1/2010	3/31/2017	$815.00	$815.00	$100.00	$0.00
6346-07	2BR 2FL	1,068	Caraballo, Marilyn	2/19/2016	1/31/2017	$702.00	$702.00	$350.00	$0.00
6346-08	3BR 2FL	1,345	Moore, Angelia L	8/9/2014	7/31/2016	$815.00	$815.00	$815.00	$0.00
6346-09	3BR 1FL	1,345	Harley, Mamie	6/1/2015	5/31/2016	$815.00	$815.00	$550.00	$0.00
6346-10	2BR 1FL	1,068	Eusebio, Ramon	11/20/2015	10/31/2016	$702.00	$702.00	$350.00	$0.00
6346-11	3BR 2FL	1,345	Knox, Alexander P	7/31/2015	6/30/2016	$815.00	$815.00	$350.00	$0.00
6346-12	2BR 2FL	1,068	SANTANA, ANTHONY	3/8/2007	2/28/2017	$702.00	$702.00	$375.00	$0.00
6346-13	2BR 1FL	1,068	RIVERA, LYDIA	5/10/2008	4/30/2016	$702.00	$702.00	$250.00	$0.00
6346-14	3BR 1FL	1,345	Velazquez, Nancy I	11/1/2014	10/31/2016	$815.00	$815.00	$550.00	$0.00
6346-15	2BR 2FL	1,068	Burgos de Peres, Gladys S	11/1/2012	10/31/2016	$702.00	$702.00	$350.00	$0.00
6346-16	3/2 UP	1,345	Garces, Bonita N	3/27/2015	2/28/2017	$815.00	$815.00	$815.00	$131.00
6350-01	3BR 1FL	1,345	Solis, Isabel(2)	8/16/2013	7/31/2016	$815.00	$815.00	$550.00	$0.00
6350-02	2/2 DN	1,068	Cortelyou, William	10/23/2015	9/30/2016	$702.00	$702.00	$1,402.00	$0.00
6350-03	3BR 2FL	1,345	De La Paz, Ramon	12/20/2011	11/30/2016	$815.00	$815.00	$350.00	$0.00
6350-04	2BR 2FL	1,068	Burden, Lucinda	10/7/2015	9/30/2016	$702.00	$702.00	$350.00	$0.00
6350-05	2BR 1FL	1,068	Rotolo, Jessica(3)	6/6/2014	5/31/2016	$702.00	$702.00	$703.00	$0.00
6350-06	3BR 1FL	1,345	Chabebe, Nemil	2/27/2015	1/31/2017	$815.00	$815.00	$350.00	$0.00
6350-07	2BR 2FL	1,068	Cloward, Jessica L	6/29/2015	5/31/2016	$702.00	$702.00	$702.00	$0.00
6350-08	3BR 2FL	1,345	Higgins, Barbara L(2)	10/17/2013	9/30/2016	$815.00	$815.00	$760.00	$0.00
6350-09	3BR 1FL	1,345	Rodriguez, Melvyn	7/31/2015	6/30/2016	$815.00	$815.00	$815.00	$0.00
6350-10	2BR 1FL	1,068	Pikaitis, Louise	9/30/2011	9/30/2016	$702.00	$650.00	$350.00	$0.00
6350-11	3BR 2FL	1,345	Baerga Jr., Florentino	9/16/2014	8/31/2016	$815.00	$815.00	$550.00	$0.00
6350-12	2BR 2FL	1,068	RESCHKE, OTTO R	6/1/2007	5/31/2016	$702.00	$702.00	$300.00	$0.00
6350-13	2BR 1FL	1,068	Dilone, Susana C	10/27/2014	9/30/2016	$702.00	$702.00	$350.00	$0.00
6350-14	3BR 1FL	1,345	Montes, Julie	9/12/2014	8/31/2016	$815.00	$815.00	$350.00	$0.00
6350-15	2BR 2FL	1,068	Phillips, Robert	2/26/2016	1/31/2017	$702.00	$702.00	$350.00	$0.00
6350-16	3BR 2FL	1,345	MCNABB, LETITIA	4/3/2009	3/31/2017	$815.00	$815.00	$781.00	$0.00

Pasco Woods Apartments
6135 Ryerson Circle
Wesley Chapel, FL 33544

Phone: (813) 994-7172

Rent Roll Report

As of 2/29/2016

Release 10.02

Units & Leases (200 leases)	Unit Type	Square Footage	Primary Tenant	Initial Move In	Lease Ends	Market Rent	Lease Rent	Deposits Held	Balance
6411-01	3BR 1FL	1,345	Velasquez, Gloria(2)	1/4/2014	12/31/2016	$815.00	$815.00	$350.00	$0.00
6411-02	2BR 1FL	1,068	Barreto, Jerry	2/8/2013	1/31/2017	$702.00	$702.00	$550.00	$0.00
6411-03	3BR 2FL	1,345	Truss, Jeanette	12/28/2012	11/30/2016	$815.00	$815.00	$550.00	$0.00
6411-04	2BR 2FL	1,068	Ogunnuga, Kikelomo O	11/14/2014	10/31/2016	$702.00	$702.00	$350.00	$0.00
6411-05	2BR 1FL	1,068	Saunders, Jodee I	3/20/2015	2/29/2016	$702.00	$702.00	$350.00	$361.00
6411-06	3BR 1FL	1,345	Hernandez, Jalyne(2)	2/5/2016	1/31/2017	$815.00	$815.00	$350.00	$466.00
6411-07	2BR 2FL	1,068	Patton, Billio R	9/13/2012	8/31/2016	$702.00	$702.00	$350.00	$0.00
6411-08	3BR 2FL	1,345	HOOKS, DELLA	6/1/2007	5/31/2016	$815.00	$815.00	$375.00	$0.00
6411-09	3BR 1FL	1,345	Troisi, Bruce J	9/29/2015	9/30/2016	$815.00	$815.00	$350.00	$0.00
6411-10	2BR 1FL	1,068	Worden, Lee A	1/16/2013	12/31/2016	$702.00	$702.00	$350.00	$0.00
6411-11	3BR 2FL	1,345	Pamias Luna, Jose J	4/17/2015	3/31/2016	$815.00	$815.00	$550.00	$0.00
6411-12	2BR 2FL	1,068	Torres, kaylynn	7/16/2014	6/30/2016	$702.00	$702.00	$350.00	$0.00
6411-13	2BR 1FL	1,068	Missouri, Sherika S	4/11/2015	3/31/2016	$702.00	$702.00	$350.00	$0.00
6411-14	3BR 1FL	1,345	Burgos, Jane M	7/24/2014	6/30/2016	$815.00	$815.00	$815.00	$0.00
6411-15	2BR 2FL	1,068	Davis, Cierra K(2)	6/12/2015	5/31/2016	$702.00	$702.00	$350.00	$0.00
6411-16	3/2 UP	1,345	Cox Jr., Robert W	9/4/2015	8/31/2016	$815.00	$815.00	$550.00	$0.00
6412-01	3BR 1FL	1,345	Fred, Marta	9/30/2015	8/31/2016	$815.00	$815.00	$350.00	$0.00
6412-02	2BR 1FL	1,068	Chambers, Ricoy D.	4/21/2015	3/31/2016	$702.00	$702.00	$550.00	$0.00
6412-03	3BR 2FL	1,345	Smith, Deanna L	2/7/2014	1/31/2017	$815.00	$815.00	$350.00	$0.00
6412-04	2BR 2FL	1,068	Espinoza, Nataly B	6/14/2013	5/31/2016	$702.00	$702.00	$1,038.00	$0.00
6412-05	2BR 1FL	1,068	Serrano, Angel	9/6/2013	8/31/2016	$702.00	$702.00	$450.00	$0.00
6412-06	3BR 1FL	1,345	Olascuaga, Martha	3/18/2013	2/28/2017	$815.00	$815.00	$550.00	$0.00
6412-07	2BR 2FL	1,068	Franco-Diaz, Maribel	5/4/2012	4/30/2016	$702.00	$702.00	$350.00	$0.00
6412-08	3BR 2FL	1,345	Champlin, Megan I	12/17/2015	11/30/2016	$815.00	$815.00	$350.00	$0.00
6412-09	3BR 1FL	1,345	Maggiolo Gonzalez, Hector J	8/29/2015	7/31/2016	$815.00	$815.00	$350.00	$0.00
6412-10	2BR 1FL	1,068	Ma, Wei	2/12/2014	1/31/2017	$702.00	$702.00	$350.00	$0.00
6412-11	3BR 2FL	1,345	FLICK, ROBYN	12/30/2010	11/30/2016	$815.00	$815.00	$400.00	$0.00
6412-12	2BR 2FL	1,068	Davis-Payden, Tara L	2/12/2015	1/31/2016	$702.00	$702.00	$350.00	$485.00
6412-13	2BR 1FL	1,068	Martinez, Silvia	1/30/2015	12/31/2016	$702.00	$702.00	$350.00	$0.00
6412-14	3BR 1FL	1,345	Cid, Princess J	11/16/2015	10/31/2016	$815.00	$815.00	$350.00	($815.00)
6412-15	2BR 2FL	1,068	Ibarra- Huaracha, Luis M	10/1/2013	9/30/2016	$702.00	$702.00	$688.00	$0.00
6412-16	3BR 2FL	1,345	Rodriguez, Israel	5/4/2012	4/30/2016	$815.00	$815.00	$350.00	$0.00
6432-01	3BR 1FL	1,345	Ayala, Carlos M	12/18/2015	11/30/2016	$815.00	$815.00	$350.00	$0.00
6432-02	2BR 1FL	1,068	Horn, Cynthia A	8/16/2015	7/31/2016	$702.00	$702.00	$0.00	$0.00
6432-03	3BR 2FL	1,345	Lawrence, Latoria P	7/7/2014	6/30/2016	$815.00	$815.00	$1,165.00	$0.00
6432-04	2BR 2FL	1,068	ENNISS, TERI	8/12/2005	7/31/2016	$702.00	$702.00	$300.00	$0.00
6432-05	2BR 1FL	1,068	Soto, Nelly E	6/19/2015	5/31/2016	$702.00	$702.00	$550.00	$0.00
6432-06	3BR 1FL	1,345	Resto, Lainie K.	12/1/2010	11/30/2016	$815.00	$815.00	$350.00	$0.00
6432-07	2BR 2FL	1,068	Allen, Tia R	7/25/2014	6/30/2016	$702.00	$702.00	$350.00	$0.00
6432-08	3BR 2FL	1,345	Almore, Tasha B	9/9/2014	8/31/2016	$815.00	$815.00	$550.00	$0.00
6432-09	3BR 1FL	1,345	HANSEN, PHYLLIS	5/2/2005	4/30/2017	$815.00	$815.00	$500.00	$0.00
6432-10	2BR 1FL	1,068	RODRIGUEZ PIZARRO, PEDR	7/1/2011	6/30/2016	$702.00	$702.00	$100.00	($702.00)
6432-11	3BR 2FL	1,345	GRAHAM, CAROLE	7/5/2001	6/30/2016	$815.00	$815.00	$300.00	$0.00
6432-12	2BR 2FL	1,068	HUNTER, KAHLANI	3/1/2003	2/28/2017	$702.00	$702.00	$300.00	$0.00
6432-13	2BR 1FL	1,068	Maldonado, Heaven N	6/4/2015	5/31/2016	$702.00	$702.00	$350.00	$0.00
6432-14	3BR 1FL	1,345	Mccullough, Damarrius D	5/9/2013	4/30/2016	$815.00	$815.00	$350.00	$0.00
6432-15	2BR 2FL	1,068	Florez Rodriguez, Pilar	8/10/2015	7/31/2016	$702.00	$702.00	$702.00	$0.00
6432-16	3BR 2FL	1,345	Linton, Jessica S	2/26/2015	1/31/2017	$815.00	$815.00	$350.00	$0.00
6433-01	3BR 1FL	1,134	Lasprilla-Soto, Orlando	7/28/2015	6/30/2016	$815.00	$815.00	$550.00	$0.00
6433-02	2BR 1FL	1,068	Colon, Alma	10/28/2014	9/30/2016	$702.00	$702.00	$550.00	$0.00
6433-03	3BR 2FL	1,134	Chambers, Felicia	6/29/2012	6/30/2016	$815.00	$815.00	$350.00	$0.00
6433-04	2BR 2FL	1,068	Keller, Camron C	2/19/2013	1/31/2017	$702.00	$702.00	$350.00	$0.00
6433-05	2BR 1FL	1,068	Ayers, Deborah L	2/5/2016	1/31/2017	$702.00	$702.00	$350.00	$0.00
6433-06	3BR 1FL	1,345	Reiner, John O	8/31/2015	7/31/2016	$815.00	$815.00	$350.00	($785.00)
6433-07	2BR 2FL	1,068	Brun, Carline	9/15/2015	8/31/2016	$702.00	$702.00	$350.00	$0.00
6433-08	3BR 2FL	1,345	RANGEL, ISABEL	6/1/2008	5/31/2016	$815.00	$815.00	$300.00	$0.00
6433-09	3BR 1FL	1,345	Geary, Jason R	4/23/2012	3/31/2017	$815.00	$815.00	$350.00	$0.00
6433-10	2BR 1FL	1,068	Carter, Quinneka N(2)	8/28/2013	7/31/2016	$702.00	$702.00	$688.00	$0.00
6433-11	3BR 2FL	1,345	Tabares, Viviana	12/29/2015	11/30/2016	$815.00	$815.00	$815.00	$0.00
6433-12	2BR 2FL	1,068	NORMAN, SANDRA	1/13/2007	12/31/2016	$702.00	$702.00	$400.00	$0.00

Pasco Woods Apartments
6135 Ryerson Circle
Wesley Chapel, FL 33544

Phone: (813) 994-7172

Rent Roll Report

As of 2/29/2016

Release 10.02

Units & Leases (200 leases)	Unit Type	Square Footage	Primary Tenant	Initial Move In	Lease Ends	Market Rent	Lease Rent	Deposits Held	Balance
6433-13	2BR 1FL	1,068	VEGA TILLA, LUZ	7/29/2011	6/30/2016	$702.00	$702.00	$350.00	$0.00
6433-14	3BR 1FL	1,134	Fields, Liyan	6/27/2014	5/31/2016	$815.00	$815.00	$550.00	$0.00
6433-15	2BR 2FL	1,068	Guerrero, Manuel(2)	9/10/2013	8/31/2016	$702.00	$702.00	$350.00	$0.00
6433-16	3BR 2FL	1,345	LOCICERO, APRILLYNN	2/3/2006	1/31/2017	$815.00	$815.00	$400.00	$0.00
6448-01	3BR 1FL	1,134	Jackson, Jennifer L	7/29/2014	6/30/2016	$815.00	$815.00	$700.00	$0.00
6448-02	2BR 1FL	1,068	Al-Naeb, Yousuf	9/30/2015	8/31/2016	$702.00	$702.00	$350.00	$0.00
6448-03	3BR 2FL	1,345	Caldwell, Desheka	12/24/2014	11/30/2016	$815.00	$750.00	$350.00	($104.00)
6448-04	2BR 2FL	1,068	Ferrer, Vera	2/19/2016	1/31/2017	$702.00	$702.00	$350.00	$0.00
6448-05	2BR 1FL	1,068	Torres, Tiffany	9/30/2015	8/31/2016	$702.00	$702.00	$350.00	$0.00
6448-06	3BR 1FL	1,345	Davis, Summer M	3/1/2010	2/28/2017	$815.00	$815.00	$100.00	$0.00
6448-07	2BR 2FL	1,068	Buchholtz, Daniel	12/11/2013	11/30/2016	$702.00	$702.00	$688.00	$0.00
6448-08	3BR 2FL	1,345	Gonzalez, Julio A	4/4/2014	3/31/2016	$815.00	$815.00	$350.00	$0.00
6448-09	3BR 1FL	1,345	Carrasquillo Nieves, William	6/23/2014	5/31/2016	$815.00	$815.00	$450.00	$0.00
6448-10	2BR 1FL	1,068	Haynes, Gina	9/2/2011	8/31/2016	$702.00	$702.00	$350.00	$0.00
6448-11	3BR 2FL	1,345	Lamar, Nicole L	10/5/2012	9/30/2016	$815.00	$815.00	$350.00	$0.00
6448-12	2BR 2FL	1,068	SMITH, SIERRE	3/24/2007	2/28/2017	$702.00	$703.00	$400.00	$0.00
6448-13	2BR 1FL	1,068	Myers, Destini	1/15/2016	12/31/2016	$702.00	$702.00	$350.00	$0.00
6448-14	3BR 1FL	1,345	Santana, Eddie	2/28/2014	1/31/2017	$815.00	$815.00	$350.00	$0.00
6448-15	2BR 2FL	1,068	Reynolds-Green, Luveina	3/25/2015	2/28/2017	$702.00	$702.00	$550.00	$0.00
6448-16	3BR 2FL	1,134	Sellers, Tonia D	1/4/2014	12/31/2016	$815.00	$815.00	$1,520.00	$0.00
Totals		**238,768**				**$151,700.00**		**$89,295.00**	
							$151,585.00		**($4,543.00)**

	Rent		Units		Square Footage	
Total	$151,700.00		200		238768	
Occupied	$151,585.00		200	100.0%	238768	100.0%
Vacant	$0.00		0	0.0%	0	0.0%

EXHIBIT I

LIST OF PROPERTY FILES

- Current rent roll, setting forth the following:
  1) Resident's name;
  2) Square footage occupied;
  3) Commencement date of lease;
  4) Expiration date of lease;
  5) Actual collections and scheduled rent;
  6) Rental concessions awarded tenant; and
  7) Security deposit or prepaid rent.

- Copies of 2012, 2013 and 2014, 2015 and 2016 YTD Income and Expense Statements, including the balance sheet and copies of the general ledger for such periods of time.

- A breakdown of the miscellaneous income received for the last two years.

- A monthly occupancy history for the Property covering the last three years.

- Records of current delinquency, YTD and current.

- Copies of all contracts, service agreements and any other agreements with respect to the Property (the "Service Contracts"). If revenue sharing check is received for any Service Contract, please provide check documentation for the previous two (2) years.

- Copy of the standard lease agreement and all addenda used by all residents.

- A description of any major capital improvements or material repairs that have been made to the Property for the last three years.

- Copies of real estate tax bills for the last two years.

- Copies of any appraisals of the Property made during the last twenty four (24) months.

- Copies of any Physical Needs Assessments made during the last twenty four (24) months.

- Letter from current or previous insurance carriers to include five (5) years of loss runs (property and liability) and contact information for the current insurance company. Copies of current policy documents, invoice and Acord document

- Copies of bank statements for six (6) months for the Property's depository account
- Copy of the most recent Phase I Environmental Site Assessment in Seller's or its property manager's possession
- Copies of all warranties in effect on the Property

- Copies of utility bills for the Property for the most recently ending six (6) months (including, water, trash, sewer, electric, gas, propane and telephone).
- Copies of Licenses, Permits and Certificates of Occupancy.
- Copy of current year swimming pool, fire extinguisher, fire pull/panel/alarm/sprinkler inspection reports (if applicable).
- Copy of current year Backflow Inspection Report.
- Schedule of Personal Property Inventory.
- Information on any pending litigation or active lawsuit.
- Digital files of site map, floor plans and any other media related to advertising and marketing.
- If not indicated on the rent roll, list of any resident receiving Section 8 or other assistance.
- Current resident qualification standards.
- Maintenance work order summary for previous 90 days; including any open work orders.
- Any elevators, fire panel or fire code inspection reports from previous twenty four months.
- Copy of termite bond for Property.
- Copy of LURA and any other regulatory documents.
- Copy of 8609's.
- Copy of any 8823's ever issued for the Property.
- Last two years of REAC, Physical, Management and Lease Reviews conducted by state agency or appointed contractor.
- Last three years of utility allowance documentation (PHA and 3rd Party) and income limit/rent maximum program compliance documentation.
- Existing ALTA survey and As Builts for the Property with documentation for any easements on the survey.
- Elevation Certificates if applicable (finished floor elevations shown on survey).
- Copies of Flood Insurance Policy if applicable.
- Proof of required resident program activity as outlined in LURA for previous 12 months.
- Permits for all HVAC/Water Heaters installed at property and permits for all required capital or rehabilitation items required by local jurisdiction (if applicable).
- Documentation of compliance with wetlands/preserve agreements if applicable.
- Most recent title commitment and title insurance policy.

- Details of any concessions/discounts currently being offered or in effect on current lease agreements.
- Copies of all assumed debt documents associated with the Property.
- Copies of any code violations received over the last twelve (12) months.
- Redacted copy of Seller's Partnership Agreement, including any amendments and restatements thereto, showing the identity of Seller's limited partners.
- Random selection of tenant applications selected for the 2016 audit by the Housing Authority.

EXHIBIT J

SUPPLEMENTAL PROPERTY FILES

- Resumes and payroll information for all employees, to include pay rate, benefits, bonus program, date of hire, job description, free or discounted rent amount, utility payment etc.

- Copies of rental applications, employment verifications or other information from which we may attempt to determine the income levels of the tenants reflected on the rent roll. Can be made available at the Property.

EXHIBIT K

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant"), who being by me first duly sworn on oath says:

1. That the Affiant is the President of Pasco Woods, Inc., a Florida corporation, the sole general partner of Pasco Woods, Ltd., a Florida limited partnership ("**Owner**") the owner of the fee simple title in and to certain lands located in Pasco County, Florida described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR LEGAL DESCRIPTION

2. That the above described land together with all improvements thereon (the "**Property**") is free and clear of all liens (including mechanic's, materialman's or laborer's liens), taxes, encumbrances and claims of every kind, nature and description whatsoever, except for the lien of real estate taxes for the current year and subsequent years.

3. Affiant knows of no facts by reason of which the title to, or possession of, the Property is reasonably likely to be disputed or questioned, or by reason of which any claim to any part of the Property is reasonably likely to be asserted adversely.

4. That there are no mechanic's or materialman's or laborer's liens against the above described Property, nor any part thereof, and that no contractor, subcontractor, laborer or materialman, engineer, land engineer, or surveyor has any lien against said Property, or any part thereof.

5. All labor, materials or services (if any) for which a lien could be claimed against the Property pursuant to the Florida Mechanic's Lien Law (Chapter 713, Florida Statutes) were furnished, completed and in place not less than ninety (90) days prior to the date of this affidavit and all charges for any such labor, materials or services whenever furnished have been paid in full, and the Seller has not received notice from any materialman, laborer or subcontractor pursuant to the provisions of Florida Statutes §713.06.

6. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors nor is there now in effect any assignment of rents of the Property or any part thereof.

7. Affiant knows of no action or proceeding relating to the Property, which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property. There are no unpaid federal or state tax claims,

liens or penalties assessed against Owner that would result in a lien upon the Property, and there are no judgments against Owner unsatisfied of record in the courts of any state or of the United States of America that would result in a lien upon the Property.

8. There are no outstanding unrecorded easements, contracts for sale, agreements for deed, deeds or mortgages encumbering the Property or any portion thereof, except the contract for the sale of the Property to Purchaser (as defined below).

9. There is no person in possession of the Property or with a claim of possession to the Property, except for the Owner and except for the residential tenants indicated on those leases described in the rent roll attached as Exhibit B, none of which contain a right of first refusal or option to purchase any of the Property.

10. Owner is the owner of all fixtures attached to or appurtenant to the Property or any improvements thereon, and all such fixtures owned by the Owner are free and clear of all unrecorded liens, security interests, financing agreements, claims and demands whatsoever, and any personal property tax thereon has been paid.

11. There are no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property[, except as disclosed on Schedule [*] hereto]. There are no special assessments or taxes with respect to the Property which are not shown as existing liens by the public records.

12. This Affidavit is given for the purposes of inducing FIRST AMERICAN TITLE INSURANCE COMPANY ("Title Insurer"), through its agent, GREENBERG TRAURIG, P.A., to issue an owner's policy to _____, in the amount of $_____, and a lender's policy to _____, in the amount of $.

13. There are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property between _____("Commitment Effective Date"), and the recording of the deed of conveyance from Owner to Purchaser. The Owner shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property from and after the Commitment Effective Date.

14. Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

Owner shall indemnify and hold the Title Insurer harmless of and from all loss, cost, damage, liability, claim and expense of every kind, including attorney's fees, which the Title Insurer shall or may suffer or become liable for because of its reliance on the statements made in this affidavit or because of any change in the title to the Property as aforesaid.

Dated: _____, _____

Signed, Sealed and Delivered
in our Presence:

_____ _____
Printed Name:_____
Witness

_____
Printed Name:_____
Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and acknowledged before me this _____, _____, by _____.

_____
Signature of Notary Public

_____
Name of Notary Public
(Typed, Printed or Stamped)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced:_____

EXHIBIT L

Underwriting Checklist – General / Transfer of Ownership

The following items are needed to begin the underwriting of your development. Please understand that the underwriting process may result in additional items being requested as this process moves forward.

1. Identity of Applicant entity and Principals and the current and new ownership structure (i.e. identify principals and officers, general and limited partners and their respective percentages of ownership)

2. Organizational chart defining Applicant entity and percentage ownership by general and limited partners (current and new)

3. Schedule detailing any real estate owned by Applicant entity

4. Copy of documentation creating the Applicant entity (i.e. partnership agreement, certificate of limited partnership, articles of incorporation, certificate of good standing and any other documents for the Applicant or partners)

5. Resume of the Applicant Entity (new owner) related to Affordable Housing Development and Management.

6. Signed credit authorization forms completed by the Applicant entity and all Principals (*form provided by the credit underwriter*)

7. Completion by Applicant and Principals of the Certification of Multifamily Ownership form (*provided by the underwriter*)

8. Completion of Deposit and Mortgage Verification forms by Applicant entity and all Principals along with banking references, including account numbers, addresses, contact names and phone numbers (*forms provided by the credit underwriter*)

9. Completion of Trade Reference forms by Applicant entity and all Principals including addresses, contact names and phone numbers (*forms provided by the credit underwriter*)

10. Financial Information on Applicant: last two years of audited financial statements or un-audited financial statements within 90 days of submission to the Board & 2 prior years' tax returns

11. Year to date and 2 prior years' rent roll & property operating statements

12. Detailed break-down of all existing and/or proposed new funding sources

13. Completed Sources and Uses of Funds

14. Management Agent's resume and references, to include number of years in business, number and location of other properties/units manages, and brief resume of key Principals

15. Executed Management Agreement, including documentation of program requirements; i.e., applicable income and rent restrictions

16. Executed copy of Purchase and Sale Agreement and extensions

17. Appraisal (if Available)

18. Initial and outstanding principal loan balance.

SCHEDULE 15(g)

Tenant Lease Disclosures

Unit	Primary	Status	Delinquent 1-30 Days	31-60	61-90	Over 90	Fin Aid / Subsidy	All Prepaid Prepaid	Total Delinq	Tenant Delinq	Lease Payment Comments
6220-08	Rivera De Jesus, Elving	Current Lease	$339.00	--	--	--	--	--	$339.00	$339.00	Stip signed on January 4th.. Payment for stip due 3-25, 4-22
6238-08	Berean, Shannon M	Current Lease	--	--	--	--	--	($30.00)	($30.00)	($30.00)	
6238-13	Gradwell, Denise A	Current Lease	--	--	--	--	--	($722.00)	($722.00)	($722.00)	Prepaid April Rent
6238-14	Tigreros-Salgado, William	Current Lease	--	--	--	--	--	($60.00)	($60.00)	($60.00)	
6346-16	Garces, Bonita N	Current Lease	--	--	--	--	--	($32.00)	($32.00)	($32.00)	overpaid stip pmt
6411-04	Ogunnuga, Kikelomo O	Current Lease	--	--	--	--	--	($702.00)	($702.00)	($702.00)	Prepaid April Rent
6411-06	Hernandez, Jalyne(2)	Current Lease	--	--	--	--	--	($199.00)	($199.00)	($199.00)	
6412-06	Olascuaga, Martha	Current Lease	--	--	--	--	--	($45.00)	($45.00)	($45.00)	
6412-12	Davis-Payden, Tara L	Month-to-Month Lease	--	--	--	--	$970.00	--	$970.00		Sec 8 balance
6412-14	Cid, Princess J	Current Lease	--	--	--	--	--	($815.00)	($815.00)	($815.00)	Prepaid April Rent
6448-03	Caldwell, Desheka	On Notice to Move-Out	--	--	--	--	--	($156.00)	($156.00)	($156.00)	
		Report Totals	$340.00	$0.00	$0.00	$0.00	$970.00	($2,761.00)	($1,452.00)	($2,422.00)	
		Total Due	$340.00								

SCHEDULE 15(i)

Hazardous Materials Disclosures

None.

SCHEDULE 15(j)

Service Contract Disclosures

None.

Note: The hold harmless provisions of IRC Section 142(d)(2)(E) mean that projects with at least one building placed in service on or before the end of the 45-day transition period for newly-released limits use whichever limits are greater, the current-year limits or the limits in use the preceding year.

HUD released 3/28/2016
FHFC Posted : 3/31/2016

2016 Income Limits and Rent Limits
Florida Housing Finance Corporation
Multifamily Rental Programs -- Except HOME and SHIP
CWHIP Homeownership Program

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Pasco County	25%	10,375	11,850	13,325	14,800	16,000	17,175	18,375	19,550	20,720	21,904	259	277	333	385	429	474
(Tampa-St.Petersburg-	28%	11,620	13,272	14,924	16,576	17,920	19,236	20,580	21,896	23,206	24,532	290	311	373	431	480	530
Clearwater MSA)	30%	12,450	14,220	15,990	17,760	19,200	20,610	22,050	23,460	24,864	26,285	311	333	399	462	515	568
	33%	13,695	15,642	17,589	19,536	21,120	22,671	24,255	25,806	27,350	28,913	342	366	439	508	566	625
	35%	14,525	16,590	18,655	20,720	22,400	24,045	25,725	27,370	29,008	30,666	363	388	466	539	601	663
	40%	16,600	18,960	21,320	23,680	25,600	27,480	29,400	31,280	33,152	35,046	415	444	533	616	687	758
	45%	18,675	21,330	23,985	26,640	28,800	30,915	33,075	35,190	37,296	39,427	466	500	599	693	772	853
	50%	20,750	23,700	26,650	29,600	32,000	34,350	36,750	39,100	41,440	43,808	518	555	666	770	858	948
	60%	24,900	28,440	31,980	35,520	38,400	41,220	44,100	46,920	49,728	52,570	622	666	799	924	1,030	1,137
Median: 59,200	80%	33,200	37,920	42,640	47,360	51,200	54,960	58,800	62,560	66,304	70,093	830	889	1,066	1,232	1,374	1,517
	120%	49,800	56,880	63,960	71,040	76,800	82,440	88,200	93,840	99,456	105,139	1,245	1,333	1,599	1,848	2,061	2,275
	140%	58,100	66,360	74,620	82,880	89,600	96,180	102,900	109,480	116,032	122,662	1,452	1,555	1,865	2,156	2,404	2,654
HERA Special Limits	25% - HS	10,400	11,900	13,375	14,850	16,050	17,250	18,425	19,625	20,790	21,978	260	278	334	386	431	475
per Section 142(d)(2)(E)	28% - HS	11,648	13,328	14,980	16,632	17,976	19,320	20,636	21,980	23,285	24,615	291	312	374	432	483	532
(est. 2011)	30% - HS	12,480	14,280	16,050	17,820	19,260	20,700	22,110	23,550	24,948	26,374	312	334	401	463	517	570
For use by projects that	33% - HS	13,728	15,708	17,655	19,602	21,186	22,770	24,321	25,905	27,443	29,011	343	367	441	509	569	627
placed in service at least	35% - HS	14,560	16,660	18,725	20,790	22,470	24,150	25,795	27,475	29,106	30,769	364	390	468	540	603	665
one building on or	40% - HS	16,640	19,040	21,400	23,760	25,680	27,600	29,480	31,400	33,264	35,165	416	446	535	618	690	761
before 12/31/2008	45% - HS	18,720	21,420	24,075	26,730	28,890	31,050	33,165	35,325	37,422	39,560	468	501	601	695	776	856
	50% - HS	20,800	23,800	26,750	29,700	32,100	34,500	36,850	39,250	41,580	43,956	520	557	668	772	862	951
	60% - HS	24,960	28,560	32,100	35,640	38,520	41,400	44,220	47,100	49,896	52,747	624	669	802	927	1,035	1,141

Florida Housing Finance Corporation (FHFC) income and rent limits are based upon figures provided by the United States Department of Housing and Urban Development (HUD) and are subject to change. Updated schedules will be provided when changes occur.

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.

Your Touchstone Energy Partner

January 6, 2015

Emily Badger
Leland Enterprises, Inc.
1637 East Vine Street, Suite E
Kissimmee, FL 34744

Dear Ms. Badger:

RE: Annual Electric Estimates

The following are estimates of the annual electric consumption, by unit type.

UNIT TYPE	COST/MONTH	COST/YEAR
2 Bedroom	$99.50	$1,193.97
3 Bedroom	$111.96	$1,343.50

The above costs include all applicable service charges and taxes calculated using the January 2014 residential rates. Consumption will vary based on the individual usage patterns of the residents, and the energy efficiency of the electrical appliances.

We trust this information is sufficient and ask that you contact us further if necessary.

Sincerely,

Quanda Watson
Administrative Assistant, Customer Service

qlw

P.O. Box 278, Dade City, FL 33526-0278 ♦ 14651 21st Street, Dade City, FL 33523
Phone (352) 567-5133 Fax (352) 521-5971 Web Site www.wrec.net

Addendum D

Comparable Data

Comparable Sales - Market

Multifamily Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	Cedar Cove Apartments
Sub-Property Type:	Conventional, Garden/Low Rise
Address:	8741 Grove Ter.
City/State/Zip:	Tampa, FL 33617
County:	Hillsborough
Submarket:	Tampa
Market Orientation:	Suburban
IRR Event ID:	1265681

Sale Information

Sale Price:	$10,700,000
Eff. R.E. Sale Price:	$10,700,000
Sale Date:	12/30/2015
Sale Status:	Closed
$/SF GBA:	$51.75
$/SF NRA:	$56.17
Eff. Price/Unit:	$59,444 /Apt. Unit
Grantor/Seller:	Metis Brentwood, LLC
Grantee/Buyer:	Southeast Residential Recovery Fund VIII, LLC
Property Rights:	Leased Fee
% of Interest Conveyed:	100.00
Exposure Time:	5 (months)
Occupancy at Time of Sale:	93.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	OR Book 23795, Page 0018
Verified By:	Kendra S. Stevens
Verification Date:	1/1/16
Verification Source:	Matthew Kesterson,Franklin Street Real Estate, 904-271-4120
Verification Type:	Confirmed-Buyer Broker

Operating Data and Key Indicators

Potential Gross Income:	$1,875,600
Vacancy Rate:	7%
Effective Gross Income:	$1,744,308
Expenses:	$999,588
Net Operating Income:	$744,720
Reserves Included:	Yes
Operating Data Type:	In Place
GRM Actual:	5.70
EGIM Actual:	6.13
OAR(Cap. rate)Actual:	6.96%
Expense Ratio:	57.31%
Management Included:	Yes
OAR(Cap. Rate)Reported:	6.96%

Improvement and Site Data

MSA:	Tampa-St. Petersburg-Clearwater, FL Metropolitan Statistical Area
Legal/Tax/Parcel ID:	201296-0100
GBA-SF:	206,750
NRA-SF:	190,500
Acres(Usable/Gross):	9.14/9.14
Land-SF(Usable/Gross):	398,138/398,138
Usable/Gross Ratio:	1.00
Year Built:	1974
Most Recent Renovation:	1991
Property Class:	C
M&S Class:	C

Multifamily Sale Profile

Sale No. 1

Improvement and Site Data (Cont'd)

Construction Quality:	Average
Improvements Cond.:	Average
Exterior Walls:	Stucco
Construction Desc.:	Block and stucco
No. of Buildings/Stories:	13/2
No. of Units/Unit Type:	180/Apt. Units
Multi-Tenant/Condo.:	Yes/No
Elevators/Count:	None
Air-Conditioning Type:	Central
Roof,Heating,AC Comm.:	Flat, built up.
Density-Unit/Gross Acre:	19.69
Density-Unit/Usable Acre:	19.69
Bldg. to Land Ratio FAR:	0.52
Zoning Code:	R-MF
Bldg. Phy. Info. Source:	Other
Source of Land Info.:	Public Records

Unit Mix

No. of Bed-rooms	No. of Bath-rooms	No. of Units	Approx. Units SF	Total Units SF	% of Total
2.00	1.00	62	950	58,900	29.9%
2.00	2.00	104	1,150	119,600	60.8%
2.00	1.50	14	1,300	18,200	9.3%
		180		196,700	

Project & Unit Amenities

Swimming Pool	Ceiling Fans
Tennis Court	Patios/Balcony
Clubhouse/Rec. Bldg.	Central AC
Fitness Room	Carpets/Drapes/Blinds
Playground	
Basketball	
Laundry Facility	

Comments

This apartment complex contains 180 units. The property sold in December 2015 for $10,700,000, or $59,444 per unit. The property was originally listed for $11,700,000 and was on the market approximately 5 months.

This is a traditional low-rise apartment community located in the Temple Terrace area of Tampa.

Multifamily Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	Water's Edge Apartments
Sub-Property Type:	Conventional, Garden/Low Rise
Address:	7610 W. Waters Ave.
City/State/Zip:	Tampa, FL 33615
County:	Hillsborough
Submarket:	Tampa
Market Orientation:	Suburban
Property Location:	South side of West Waters Avenue, just east of Beasley Road
IRR Event ID:	1293648

Sale Information

Sale Price:	$18,000,000
Eff. R.E. Sale Price:	$18,000,000
Sale Date:	07/07/2015
Sale Status:	Closed
$/SF NRA:	$106.23
Eff. Price/Unit:	$83,333 /Apt. Unit
Grantor/Seller:	The Milestone Group
Grantee/Buyer:	Mercury Investment Company
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Occupancy at Time of Sale:	94.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	OR Book 23401, Page 1606
Rent Controlled:	No
Rent Subsidized:	No
Verified By:	Michael Ahwash, MAI
Verification Date:	3/21/16
Verification Source:	Sean Williams, CBRE
Verification Type:	Confirmed-Seller Broker

Operating Data and Key Indicators

Net Operating Income:	$934,200
Operating Data Type:	In Place
OAR(Cap. rate)Actual:	5.19%

Improvement and Site Data

MSA:	Tampa-St. Petersburg-Clearwater, FL Metropolitan Statistical Area
Legal/Tax/Parcel ID:	004543-0000
NRA-SF:	169,440
Acres(Usable/Gross):	0.00/12.13
Land-SF(Usable/Gross):	0/528,382
Year Built:	1985
Property Class:	B
M&S Class:	C
Improvements Cond.:	Average
Construction Desc.:	CB with stucco and siding
No. of Buildings/Stories:	16/2
No. of Units/Unit Type:	216/Apt. Units
Multi-Tenant/Condo.:	Yes/No
Total Parking Spaces:	216
Park. Ratio 1000 SF GLA:	1.27
Parking Ratio(/Unit):	1.00
Topography:	Level
Density-Unit/Gross Acre:	17.81
Zoning Code:	RMC-16

Improvement and Site Data (Cont'd)

Zoning Desc.:	Residential Mutlifamily
Utilities Desc.:	All Available
Bldg. Phy. Info. Source:	Public Records
Source of Land Info.:	Public Records

Unit Mix

No. of Bed-rooms	No. of Bath-rooms	No. of Units	Approx. Units SF	Total Units SF	% of Total
	1.00	36	550	19,800	11.6%
1.00	1.00	88	670	58,960	34.5%
2.00	2.00	92	1,000	92,000	53.9%
		216		170,760	

Project & Unit Amenities

Gated Entrance	Ceiling Fans
Swimming Pool	Patios/Balcony
Laundry Facility	Fireplace
Tennis Court	Washer/Dryer Hookup
Playground	Central AC
Clubhouse/Rec. Bldg.	Carpets/Drapes/Blinds
Fitness Room	W/D in select units
Volleyball	

Comments

The confirming broker indicated that the cap rate was 5.19% based on T-12 income and T-12 expenses, adjusted for $250 per unit in reserves and taxes adjusted for a projected reassessment to 80% of the sale price.

This is an average quality, Class B apartment community located in the Town N' Country submarket of Tampa. Some of the units have been renovated and are available for an additional $100/month.

Multifamily Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	The Carlyle at Waters
Sub-Property Type:	Conventional, Garden/Low Rise
Address:	8415 N. Armenia Ave.
City/State/Zip:	Tampa, FL 33604
County:	Hillsborough
Submarket:	Sulpher Springs
Market Orientation:	Urban
Property Location:	Located on the NEQ of N Amenia Ave and W Waters Ave. East of the Dale Mabry HWY and West of I-275. Major arterial W Busch Blvd is to the north.
IRR Event ID:	1150908

Sale Information

Sale Price:	$26,194,195
Eff. R.E. Sale Price:	$28,794,195
Sale Date:	02/03/2015
Sale Status:	Closed
$/SF GBA:	$98.58
$/SF NRA:	$101.57
Eff. Price/Unit:	$73,455 /Apt. Unit
Grantor/Seller:	Carlyle I, LP
Grantee/Buyer:	Garros Carlyle, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Occupancy at Time of Sale:	90.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	23077-0001
Rent Controlled:	No
Rent Subsidized:	No
Verification Source:	Appraiser
Verification Type:	Confirmed-Other

Operating Data and Key Indicators

Potential Gross Income:	$3,611,597
Vacancy Rate:	6%
Effective Gross Income:	$3,394,901
Expenses:	$1,891,372
Net Operating Income:	$1,503,529
Reserves Included:	Yes
Operating Data Type:	In Place
GRM Actual:	7.97
EGIM Actual:	8.48
OAR(Cap. rate)Actual:	5.22%
Expense Ratio:	55.71%
Management Included:	Yes

Sale Analysis

Other Adj.:	$2,600,000
Adjust. Comments:	Def Maintenance

Improvement and Site Data

MSA:	Tampa-St. Petersburg-Clearwater, FL Metropolitan Statistical Area

Multifamily Sale Profile

Sale No. 3

Improvement and Site Data (Cont'd)

Legal/Tax/Parcel ID:	A-23-28-18-3DT-000000-00006.0
GBA-SF:	292,091
NRA-SF:	283,501
Acres(Usable/Gross):	12.67/12.67
Land-SF(Usable/Gross):	551,905/551,905
Usable/Gross Ratio:	1.00
Year Built:	1985
Property Class:	B
M&S Class:	D
Construction Quality:	Average
Improvements Cond.:	Average
Exterior Walls:	Brick
No. of Buildings/Stories:	13/3
No. of Units/Unit Type:	392/Apt. Units
Multi-Tenant/Condo.:	Yes/No
Elevators/Count:	None
Fire Sprinkler Type:	None
Air-Conditioning Type:	Central
Shape:	Irregular
Topography:	Level
Vegetation:	Trees and grasses
Corner Lot:	Yes
Density-Unit/Gross Acre:	30.94
Density-Unit/Usable Acre:	30.94
Bldg. to Land Ratio FAR:	0.53
Zoning Code:	MFR
Zoning Desc.:	Multi Fam Residential
Flood Plain:	No
Utilities Desc.:	All available to site.
Bldg. Phy. Info. Source:	Public Records
Source of Land Info.:	Public Records

Unit Mix

No. of Bed-rooms	No. of Bath-rooms	No. of Units	Approx. Units SF	Total Units SF	% of Total
1.00	1.00	45	525	23,625	8.3%
1.00	1.00	4	606	2,424	0.9%
1.00	1.00	121	606	73,326	25.9%
1.00	1.00	95	702	66,690	23.5%
1.00	1.00	45	748	33,660	11.9%
2.00	2.00	27	924	24,948	8.8%
2.00	2.00	3	924	2,772	1.0%
2.00	2.00	52	1,078	56,056	19.8%
		392		283,501	

Project & Unit Amenities

Gated Entrance	Ceiling Fans
Fitness Room	Patios/Balcony
Swimming Pool	Washer/Dryer Hookup
Spa/Hot Tub	Air Conditioning
Laundry Facility	Carpets/Drapes/Blinds

Comments

This property sold at 90% occupancy, and incorporated a stabilized occupancy rate of 94%. The financials were based on current and historical operations, and included re-assessed taxes at 80%, management at 3.0%, and reserves at $250/unit. At the time of sale the property had 26 down units due to balcony structural damages. There was also roof, siding, railing, carports, exterior paint, sidewalks, and other issues which required additional work totaling $2,599,155, or $6,630/unit.

This is a Class B apartment community located in Central Tampa.

Multifamily Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	The Park on Waters
Sub-Property Type:	Conventional, Garden/Low Rise
Address:	2701 W. Waters Ave.
City/State/Zip:	Tampa, FL 33614
County:	Hillsborough
Market Orientation:	Urban
Property Location:	Located on W Waters Ave between Habana Ave N to the West and N Armenia Ave to the east. West of the property is major arterial Dale Mabry Hwy (597) and east is I-275
IRR Event ID:	1150903

Sale Information

Sale Price:	$19,491,000
Eff. R.E. Sale Price:	$19,491,000
Sale Date:	03/30/2015
Sale Status:	Closed
$/SF GBA:	$86.54
$/SF NRA:	$97.52
Eff. Price/Unit:	$73,000 /Apt. Unit
$/Unit(Potential):	$73,000
Grantor/Seller:	HL Apartments LLC
Grantee/Buyer:	JAX Park, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Occupancy at Time of Sale:	95.00
Financing:	Cash to seller
Terms of Sale:	$14,615,000 from Morgan Stanley Bank, N.A.: 4.00%,: 30 yr amtz,: due in 10 yrs;
Document Type:	Deed
Recording No.:	23181-1928
Rent Controlled:	No
Rent Subsidized:	No
Verification Source:	Eric Hoening (JBM)
Verification Type:	Confirmed-Seller Broker

Operating Data and Key Indicators

Potential Gross Income:	$2,551,084
Vacancy Rate:	5%
Effective Gross Income:	$2,423,530
Expenses:	$1,158,433
Net Operating Income:	$1,265,097
Reserves Included:	Yes
Operating Data Type:	Trailing-12
GRM Actual:	7.64
EGIM Actual:	8.04
OAR(Cap. rate)Actual:	6.49%
Expense Ratio:	47.80%
Management Included:	Yes

Improvement and Site Data

MSA:	Tampa-St. Petersburg-Clearwater, FL Metropolitan Statistical Area

Improvement and Site Data (Cont'd)

Legal/Tax/Parcel ID:	U-22-28-18-152-000000-00010.0, A-22-28-18-3DF-000000-00009.0
GBA-SF:	225,214
NRA-SF:	199,860
Acres(Gross):	14.51
Land-SF(Gross):	632,055
No. of Units (Potential):	267
Year Built:	1984
Property Class:	B
M&S Class:	D
Construction Quality:	Average
Improvements Cond.:	Average
Exterior Walls:	Brick
No. of Buildings/Stories:	22/2
No. of Units/Unit Type:	267/Apt. Units
Multi-Tenant/Condo.:	Yes/No
Elevators/Count:	None
Fire Sprinkler Type:	None
Air-Conditioning Type:	Central
Shape:	Irregular
Topography:	Level
Vegetation:	Trees and grasses
Corner Lot:	No
Density-Unit/Gross Acre:	18.40
Bldg. to Land Ratio FAR:	0.36
Zoning Code:	PD-H
Zoning Desc.:	Planned Development Housing
Utilities Desc.:	All available to site.
Bldg. Phy. Info. Source:	Public Records
Source of Land Info.:	Public Records

Unit Mix

No. of Bed-rooms	No. of Bath-rooms	No. of Units	Approx. Units SF	Total Units SF	% of Total
1.00	1.00	64	550	35,200	17.6%
1.00	1.00	64	650	41,600	20.8%
1.00	1.00	64	750	48,000	24.0%
2.00	2.00	72	1,000	72,000	36.0%
2.00	2.00	3	1,020	3,060	1.5%
		267		199,860	

Project & Unit Amenities

Laundry Facility	Ceiling Fans
Clubhouse/Rec. Bldg.	Carpets/Drapes/Blinds
Swimming Pool	Fireplace
Fitness Room	Walk-in Closets
Racquet Ball	Air Conditioning
Gated Entrance	Dishwasher
Business Center	Patios/Balcony
Car Care Center	Vaulted Ceilings
	Washer/Dryer In Unit

Comments

This property sold at 95% occupancy. The financials were based on the in-place income and expenses, which included re-assessed taxes at 80%, 3.0% management, and reserves at $250/unit.

This Multi-Family Apartment complex consist of two separate parcels that are connected. The property has 22 buildings and 267 units collectively.

Multifamily Sale Profile

Sale No. 5

Location & Property Identification

Property Name:	Carrollwood Station Apartments
Sub-Property Type:	Conventional, Garden/Low Rise
Address:	8781 White Swan Dr.
City/State/Zip:	Tampa, FL 33614
County:	Hillsborough
Market Orientation:	Suburban
IRR Event ID:	1159843

Sale Information

Sale Price:	$30,125,000
Eff. R.E. Sale Price:	$30,125,000
Sale Date:	07/31/2015
Sale Status:	Closed
$/SF GBA:	$104.88
$/SF NRA:	$119.54
Eff. Price/Unit:	$89,658 /Apt. Unit
Grantor/Seller:	IMT Capital Carrollwood Station Apartments, LLC
Grantee/Buyer:	Carrollwood Station, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Occupancy at Time of Sale:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	OR Book 235321, Page 1611
Verified By:	Ryan E. Tolle, MAI
Verification Source:	Patrick Dufour (ARA), Buyer, Sales Contract, & Appraisal
Verification Type:	Confirmed-Seller Broker

Operating Data and Key Indicators

Potential Gross Income:	$3,701,799
Vacancy Rate:	5%
Effective Gross Income:	$3,507,455
Expenses:	$1,763,630
Net Operating Income:	$1,743,825
Reserves Included:	Yes
Operating Data Type:	In Place
GRM Actual:	8.14
EGIM Actual:	8.59
OAR(Cap. rate)Actual:	5.79%
Expense Ratio:	50.28%
Management Included:	Yes

Improvement and Site Data

Legal/Tax/Parcel ID:	024209-1300
GBA-SF:	287,224
NRA-SF:	252,000
Acres(Usable/Gross):	19.11/19.11
Land-SF(Usable/Gross):	832,431/832,431
Usable/Gross Ratio:	1.00
Year Built:	1984
Property Class:	B
M&S Class:	D
Construction Quality:	Average
Improvements Cond.:	Average
Exterior Walls:	Brick
No. of Buildings/Stories:	28/2
No. of Units/Unit Type:	336/Apt. Units
Multi-Tenant/Condo.:	Yes/No
Total Parking Spaces:	657

Multifamily Sale Profile

Sale No. 5

Improvement and Site Data (Cont'd)

Park. Ratio 1000 SF GLA:	2.61
No. Surface Spaces:	657
Park. Ratio 1000 SF GBA:	2.29
Parking Ratio(/Unit):	1.96
Elevators/Count:	None
Fire Sprinkler Type:	None
Air-Conditioning Type:	Central
Roof,Heating,AC Comm.:	Pitched w/ shingle covering.
Shape:	Rectangular
Topography:	Level
Vegetation:	Trees and grasses
Corner Lot:	Yes
Density-Unit/Gross Acre:	17.58
Density-Unit/Usable Acre:	17.58
Bldg. to Land Ratio FAR:	0.35
Zoning Code:	PD-H
Zoning Desc.:	Planned Development
Easements:	No
Environmental Issues:	No
Flood Plain:	No
Flood Zone Designation:	X
Utilities Desc.:	All available to site.
Source of Land Info.:	Engineering Report

Unit Mix

No. of Bed-rooms	No. of Bath-rooms	No. of Units	Approx. Units SF	Total Units SF	% of Total
1.00	1.00	112	650	72,800	28.9%
2.00	2.00	96	1,000	96,000	38.1%
1.00	1.00	64	550	35,200	14.0%
1.00	1.00	64	750	48,000	19.0%
		336		252,000	

Project & Unit Amenities

Clubhouse/Rec. Bldg.	Carpets/Drapes/Blinds
Fitness Room	Ceiling Fans
Racquet Ball	Central AC
Swimming Pool	Patios/Balcony
Tennis Court	Vaulted Ceilings
Business Center	Walk-in Closets
Car Care Center	Washer/Dryer Hookup
	Washer/Dryer In Unit
	Full Kitchen w/o Mic

Comments

This property sold at 100% occupancy. The financials were based on the in-place income/expenses, which included 3.0% management fee, $250/unit in reserves, and re-assessed taxes at 75% of the purchase price. Please note the buyer is proposing to invest an additional $1,250,000, or $3,720, in capital improvements to the property over the following 1-2 years after acquisition. This sale write-up is based on the As-Is scenario.

This is a Class B apartment community located in the Sulphur Springs submarket of Tampa.

Comparable Rentals - Market

Multifamily Rent Survey Profile

Rent Survey No. 1

Location & Property Identification

Property Name:	Seneca at Cypress Creek
Sub-Property Type:	Conventional, Garden/Low Rise
Address:	1810 Sweetbroom Cir.
City/State/Zip:	Lutz, FL 33559
County:	Pasco
Market Orientation:	Suburban
Property Location:	East side of Cypress Creek Road, just south of S.R. 54
IRR Event ID:	1302204

Property Data

Survey Date:	04/12/2016
No. of Buildings/Stories:	30/3
No. of Units/Unit Type:	451/Apt. Units
Multi-Tenant/Condo.:	Yes/No
Property Class:	A
Vacancy @ Survey:	5.50%
Yr. Built/Yr. Renov.:	2009/
Land Size (Ac.):	28.81

Project & Unit Amenities

Project Amenities:	Clubhouse/Rec. Bldg., Business Center, Gated Entrance, Swimming Pool, Fitness Room, Swimming Pool, Garage/Under Building, Playground, Billards, Children, Clubhouse/Rec. Bldg., Fitness Room, Spin Room, Cafe, Storage, Spa/Hot Tub, Home Theatre, Free Wi-Fi, Outdoor Kitchen & Fire Pit, Playground, Walking Trail
Unit Amenities:	Washer/Dryer In Unit, Dishwasher, Range-Refrig., Walk-in Closets, Hardwood Floors, Patios/Balcony
Landlord Pays:	Common Area Electric
Tenant Pays:	Trash, Cable, Broadband, In-Unit Electric, Sewer, Water
Survey Comp./Contact:	813-909-2000/

Unit Mix

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments

Unit Mix (Cont'd)

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments
1BD/1BA	/1/1.0	66	INA	645	$1091	$1.69	
1BD/1BA	/1/1.0	66	INA	830	$1049	$1.26	
1BD/1BA	/1/1.0	48	INA	915	$1170	$1.28	
2BD/1BA	/2/1.0	18	INA	947	$1198	$1.27	
2BD/2BA	/2/2.0	104	INA	1,102	$1284	$1.17	
2BD/2BA	/2/2.0	84	INA	1,275	$1380	$1.08	
2BD/2.5BA	/2/2.5	25	INA	1,507	$1742	$1.16	
3BD/2BA	/3/2.0	18	INA	1,350	$1716	$1.27	
3BD/2.5BA	/3/2.5	22	INA	1,611	$1849	$1.15	The Vista - Rental rates range from $1,845 to $1,870

Comments

This property operates under a Yieldstar system. Rental rates change daily and premiums and concessions are built into the rental rate. Rental rates for detached garages at this complex are $125 per month.

Seneca at Cypress Creek is a 451-unit apartment community located in southern Pasco County near the Interstate 75-Interstate 275 intersection. The community is located on 30 acres, including 4.5 acres of park space, a 4.5-acre storm water retention pond and a three-acre natural preserve along the Cypress Creek. The project consists of 28 three-story, wood-frame apartment buildings totaling 538,312 square feet and a 10,000-square-foot leasing center, fitness center and resident clubhouse. Eight of the apartment buildings house 3-story, 2 and 3 bedroom townhomes with two-car garages, laundry rooms, bonus rooms and screened porches. The remaining 20 apartment buildings feature one, two and three-bedroom flats, several of which offer direct access to a private one or two-car garage. Units in the project range from one-bedroom 722-square-foot garden apartments to 3-story townhomes totaling 1,611 square feet.

Multifamily Rent Survey Profile

Rent Survey No. 2

Location & Property Identification

Property Name:	Delano at Cypress Creek
Sub-Property Type:	Conventional, Garden/Low Rise
Address:	2440 Delano Pl.
City/State/Zip:	Wesley Chapel, FL 33544
County:	Pasco
Market Orientation:	CBD
Property Location:	NES of Cypress Ridge Blvd btw SR 56 and Willow Oak Dr
IRR Event ID:	1302196

Property Data

Survey Date:	04/12/2016
No. of Buildings/Stories:	11/3
No. of Units/Unit Type:	288/Apt. Units
Multi-Tenant/Condo.:	Yes/No
Property Class:	A
Vacancy @ Survey:	4.90%
Yr. Built/Yr. Renov.:	2006/
Construction Type:	Concrete slab foundation with wood frame and stucco
Land Size (Ac.):	19.12

Project & Unit Amenities

Project Amenities:	Clubhouse/Rec. Bldg., Swimming Pool, Spa/Hot Tub, Tennis Court, Fitness Room, Gated Entrance, Covered Parking, Playground, BBQ area, Storage, and Car Wash
Unit Amenities:	Patios/Balcony, Central AC, Ceiling Fans, Washer/Dryer In Unit, Walk-in Closets, Carpets/Drapes/Blinds, Dishwasher, Disposal
Landlord Pays:	Common Area Electric
Tenant Pays:	Trash, Cable, Broadband, In-Unit Electric, Sewer, Water
Survey Comp./Contact:	Donna (813)973-7900/

Unit Mix

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments
One Bedroom/One Bath	/1/1.0	37	INA	800	$920	$1.15	

Unit Mix (Cont'd)

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments
One Bedroom/One Bath	/1/1.0	28	INA	860	$960	$1.12	
One Bedroom/One Bath	/1/1.0	48	INA	914	$985	$1.08	
Two Bedroom/One Bath	/2/1.0	12	INA	1,094	$1030	$0.94	
Two Bedroom/Two Bath	/2/2.0	72	INA	1,332	$1140	$0.86	
Two Bedroom/Two Bath	/2/2.0	64	INA	1,387	$1160	$0.84	
Three Bedroom/Two Bath	/3/2.0	27	INA	1,523	$1350	$0.89	

Comments

No Concessions at this time. Garages: $90/month detached, $100/month attached.
Parking garages

Multifamily Rent Survey Profile

Rent Survey No. 3

Location & Property Identification

Property Name:	Colonial Grand at Seven Oaks
Sub-Property Type:	Conventional, Garden/Low Rise
Address:	2042 Arrowgrass Dr.
City/State/Zip:	Wesley Chapel, FL 33543
County:	Pasco
Submarket:	Tampa
Market Orientation:	Suburban
IRR Event ID:	1302193

Property Data

Survey Date:	04/12/2016
No. of Buildings/Stories:	25/2
No. of Units/Unit Type:	318/Apt. Units
Property Class:	A
Vacancy @ Survey:	1.00%
Yr. Built/Yr. Renov.:	2004/
Land Size (Ac.):	20.01

Project & Unit Amenities

Project Amenities:	Swimming Pool, Clubhouse/Rec. Bldg., Spa/Hot Tub, Fitness Room, Playground, Garage/Under Building, Car Care Area, Grills, Picnic Area, Wi Fi
Unit Amenities:	Patios/Balcony, Ceiling Fans, Vaulted Ceilings, Central AC, Washer/Dryer In Unit, Modern Kitchens, Stainless Appliances, Microwave, Vaulted Ceilings
Landlord Pays:	Trash, Cable, Common Area Electric
Survey Comp./Contact:	813-929-4442/

Unit Mix

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments
1BR/1BA		48	INA	680	$993	$1.46	
1BR/1BA		38	INA	688	$973	$1.41	
2BR/2BA		72	INA	1,014	$1128	$1.11	
2BR/2BA		116	INA	1,017	$1168	$1.15	
3BR/2BA		44	INA	1,180	$1388	$1.18	

Comments

This property operates under an LRO system. Rental rates change daily and concessions and premiums are built into the quoted rental rate. Garages: $105 detached. Attached garages are included in the base rent.
Storage: $20/Month.

Colonial Grand at Seven Oaks is a 318-unit apartment community located in Wesley Chapel. The community offers one-, two-, and three-bedroom units with some units offering attached garages.

Multifamily Rent Survey Profile

Rent Survey No. 4

Location & Property Identification

Property Name:	Enclave at Wiregrass
Sub-Property Type:	Conventional, Garden/Low Rise
Address:	1930 Devonwood Dr.
City/State/Zip:	Wesley Chapel, FL 33543
County:	Pasco
Market Orientation:	Suburban
Property Location:	S/S State Road 56; W/O County Road 581
IRR Event ID:	1302199

Property Data

Survey Date:	04/12/2016
No. of Buildings/Stories:	13/3
No. of Units/Unit Type:	312/Apt. Units
Multi-Tenant/Condo.:	Yes/No
Property Class:	A
Vacancy @ Survey:	3.20%
Yr. Built/Yr. Renov.:	2005/2013
Construction Type:	WF
Land Size (Ac.):	43.40

Project & Unit Amenities

Project Amenities:	Gated Entrance, Swimming Pool, Spa/Hot Tub, Garage/Under Building, Tennis Court, Clubhouse/Rec. Bldg., Fitness Room, Business Center, Game Room, Storage, Business Center, Community Room
Unit Amenities:	Patios/Balcony, Washer/Dryer In Unit, Storage in Unit, Central AC, Carpets/Drapes/Blinds, Walk-in Closets, Full Kitchen w/ Mic, Ceiling Fans, Ceiling Fans, Vaulted Ceilings
Landlord Pays:	Common Area Electric
Tenant Pays:	Trash, Cable, Broadband, In-Unit Electric, Sewer, Water
Survey Comp./Contact:	813-435-6808/

Unit Mix

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments
1BR/1BA	/1/1.0	36	INA	695	$925	$1.33	
1BR/1BA	/1/1.0	24	INA	722	$935	$1.30	

Unit Mix (Cont'd)

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments
1BR/1BA	/1/1.0	48	INA	809	$1010	$1.25	
2BR/1BA	/1/1.0	48	INA	983	$1290	$1.31	
2BR/2BA	/2/2.0	60	INA	1,122	$1275	$1.14	
2BR/2BA	/2/2.0	64	INA	1,195	$1170	$0.98	
3BR/2BA	/3/2.0	32	INA	1,327	$1540	$1.16	

Comments

This property operates under an LRO system. Rental rates change daily and premiums and concessions are built into the rental rate. Rental rates for detached garages at this complex are $100 and $80 per month for attached garages.

Enclave at Wiregrass (frmly Arlington at Northwood) is a Class A, 312-unit apartment community located in Wesley Chapel. The property began a capital improvement program in early 2013, where new blinds, light fixtures, and plumbing fixtures were updated and was completed in early 2014.

Multifamily Rent Survey Profile

Rent Survey No. 5

Location & Property Identification

Property Name:	Windsor Club at Seven Oaks
Sub-Property Type:	Conventional, Garden/Low Rise
Address:	2300 Guards St.
City/State/Zip:	Wesley Chapel, FL 33543
County:	Hillsborough
Market Orientation:	CBD
IRR Event ID:	1302202

Property Data

Survey Date:	04/12/2016
No. of Buildings/Stories:	10/3
Multi-Tenant/Condo.:	Yes/Yes
Property Class:	A
Vacancy @ Survey:	3.30%
Yr. Built/Yr. Renov.:	2004/
Construction Type:	Wood frame with stucco
Land Size (Ac.):	14.75

Project & Unit Amenities

Project Amenities:	Swimming Pool, Spa/Hot Tub, Clubhouse/Rec. Bldg., Fitness Room, Volleyball, Playground, Gated Entrance, Wi Fi, Media Room, Business Center, Car Care, RV and Boat Parking
Unit Amenities:	Ceiling Fans, Patios/Balcony, Washer/Dryer In Unit, Dishwasher, Disposal, Vaulted Ceilings
Landlord Pays:	Common Area Electric
Tenant Pays:	Trash, Cable, Broadband, In-Unit Electric, Sewer, Water
Survey Comp./Contact:	813-907-9169/

Unit Mix

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments
1BR/1BA		24	INA	841	$960	$1.14	
2BR/1BA		48	INA	1,108	$1060	$0.96	
2BR/2BA		120	INA	1,173	$1085	$0.92	
3BR/2BA		59	INA	1,386	$1295	$0.93	

Comments

No concessions at this time

Comments (Cont'd)

Windsor Club at Seven Oaks was a 240 unit apartment community located in Wesley Chapel.

Comparable Sales - Restricted

Multifamily Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	Pasco Woods Apartments
Sub-Property Type:	LIHTC
Address:	6220 Ryerson Cir.
City/State/Zip:	Wesley Chapel, FL 33544
County:	Pasco
Market Orientation:	Suburban
IRR Event ID:	1333395

Sale Information

Sale Price:	$15,308,191
Eff. R.E. Sale Price:	$15,308,191
Sale Date:	05/24/2016
Contract Date:	03/24/2016
Sale Status:	In-Contract
$/SF GBA:	$63.58
$/SF NRA:	$64.11
Eff. Price/Unit:	$76,541 /Apt. Unit
Grantor/Seller:	Pasco Woods, Ltd
Grantee/Buyer:	Harmony Housing Advisors, Inc.
Property Rights:	Fee Simple
Occupancy at Time of Sale:	99.00
Financing:	Cash to seller
Terms of Sale:	The buyer has the option to assume an existing FHFC loan with a current balance of $7,470,000.
Document Type:	Deed
Rent Controlled:	Yes
Rent Subsidized:	Yes
Subsidy Comments:	100% at 60% AMI
Verified By:	Michael Ahwash, MAI
Verification Date:	4/19/16
Verification Source:	Contract
Verification Type:	Confirmed-Buyer

Operating Data and Key Indicators

Vacancy Rate:	5%
Effective Gross Income:	$1,913,482
Expenses:	$1,047,886
Net Operating Income:	$865,596
Reserves Included:	Yes
Operating Data Type:	IRR Projection
EGIM Actual:	8.00
OAR(Cap. rate)Actual:	5.65%
Expense Ratio:	54.76%
Management Included:	Yes

Sale Analysis

Proposed Use Change:	No

Improvement and Site Data

GBA-SF:	240,788
NRA-SF:	238,768
Acres(Gross):	15.11
Land-SF(Gross):	658,191
Year Built:	2000
Property Class:	B
M&S Class:	C
Construction Quality:	Average
Improvements Cond.:	Average
Exterior Walls:	Stucco
No. of Buildings/Stories:	18/2

Improvement and Site Data (Cont'd)

No. of Units/Unit Type:	200/Apt. Units
Elevators/Count:	None
Fire Sprinkler Type:	None
Air-Conditioning Type:	Heat Pump
Roof,Heating,AC Comm.:	Shingle roofs
Shape:	Irregular
Topography:	Level
Density-Unit/Gross Acre:	13.24
Bldg. to Land Ratio FAR:	0.37
Zoning Code:	MF2
Easements:	No
Environmental Issues:	No
Flood Plain:	No
Flood Zone Designation:	X
Utilities:	Electricity, Water Public, Sewer, Gas, Telephone
Bldg. Phy. Info. Source:	Other
Source of Land Info.:	Other

Unit Mix

No. of Bed-rooms	No. of Bath-rooms	No. of Units	Approx. Units SF	Total Units SF	% of Total
		100	1,068	106,800	44.7%
		12	1,134	13,608	5.7%
		88	1,345	118,360	49.6%
		200		238,768	

Project & Unit Amenities

Basketball	Dishwasher
Clubhouse/Rec. Bldg.	Disposal
Playground	Patios/Balcony
Swimming Pool	Walk-in Closets
Volleyball	Washer/Dryer Hookup
Business Center	
Grills	
Picnic Area	

Comments

This is a current contract for the purchase of a 200 unit LIHTC property. The financial projections are IRR's estimate for Year 1 and are based on income in place, a vacancy and collection loss of 4.0%, concessions of 0.5% and an analysis of actual operating expenses from 2013 through 2015. Reserves of $250 per unit are included and real estate taxes were adjusted upward based on a reassessment to 75% of the sale price.

The property has 100% of its units set-aside for households earning 60% or less of the Area Median Income (AMI). The property is restricted by the Housing Credit, Tax Exempt Bond and SAIL programs.

Multifamily Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	Stonebridge Landings
Sub-Property Type:	LIHTC
Address:	7603 Fort Desoto St.
City/State/Zip:	Orlando, FL 32822
County:	Orange
Market Orientation:	Suburban
Property Location:	SEQ of Charlin Parkway and South Goldenrod Road
IRR Event ID:	1144683

Sale Information

Sale Price:	$21,800,000
Eff. R.E. Sale Price:	$21,800,000
Sale Date:	02/27/2015
Sale Status:	Closed
$/SF GBA:	$73.96
$/SF NRA:	$81.20
Eff. Price/Unit:	$80,147 /Apt. Unit
Grantor/Seller:	Stonebridge Landings II, Ltd
Grantee/Buyer:	Stonebridge Landings, LLC
Assets Sold:	Real estate and FF&E only
Property Rights:	Fee Simple
Occupancy at Time of Sale:	99.00
Financing:	Cash to seller
Terms of Sale:	Arm's Length
Document Type:	Warranty Deed
Rent Controlled:	Yes
Rent Subsidized:	Yes
Subsidy Comments:	100% at 60% AMI
Verified By:	Derek W. Bingman
Verification Source:	Confidential
Verification Type:	Confirmed-Confidential

Operating Data and Key Indicators

Potential Gross Income:	$2,768,909
Vacancy Rate:	3%
Effective Gross Income:	$2,685,842
Expenses:	$1,297,187
Net Operating Income:	$1,388,655
Reserves Included:	Yes
Operating Data Type:	Stabilized
GRM Actual:	7.87
EGIM Actual:	8.12
OAR(Cap. rate)Actual:	6.37%
Expense Ratio:	48.30%
Management Included:	Yes

Sale Analysis

Current Use:	Multifamily
Proposed Use Change:	No

Improvement and Site Data

MSA:	Orlando-Kissimmee, FL Metropolitan Statistical Area
Legal/Tax/Parcel ID:	14-23-30-8325-10-000
GBA-SF:	294,750
NRA-SF:	268,464
Acres(Usable/Gross):	18.97/18.97
Land-SF(Usable/Gross):	826,333/826,333
Usable/Gross Ratio:	1.00
Year Built:	1999
Property Class:	B
M&S Class:	D
Construction Quality:	Average

Improvement and Site Data (Cont'd)

Improvements Cond.:	Average
Exterior Walls:	Cement Fiber Siding
Construction Desc.:	Wood frame with shingle roofs
No. of Buildings/Stories:	14/3
No. of Units/Unit Type:	272/Apt. Units
Air-Conditioning Type:	Central
Density-Unit/Gross Acre:	14.34
Density-Unit/Usable Acre:	14.34
Bldg. to Land Ratio FAR:	0.36
Zoning Code:	P-D
Zoning Desc.:	Planned Development
Utilities:	Electricity, Water Public, Sewer, Gas, Telephone, CableTV
Bldg. Phy. Info. Source:	Public Records
Source of Land Info.:	Public Records

Unit Mix

No. of Bed-rooms	No. of Bath-rooms	No. of Units	Approx. Units SF	Total Units SF	% of Total
1.00	1.00	24	709	17,016	6.0%
2.00	2.00	140	1,062	148,680	52.6%
3.00	2.00	108	1,081	116,748	41.3%
		272		282,444	

Project & Unit Amenities

Gated Entrance	Ceiling Fans
Playground	Dishwasher
Fitness Room	Disposal
Swimming Pool	Washer/Dryer Hookup
Clubhouse/Rec. Bldg.	

Comments

Stonebridge Landings is an existing, LIHTC, multifamily property containing 272 dwelling units. The property is located at the northeast corner of S. Goldenrod Road and Fort Jefferson Boulevard, Orlando, Orange County, Florida. The improvements were constructed in 1999 and were in average condition at the time of sale. The property offers one, two, and three bedroom units ranging in size from 709 to 1,081 square feet, with an average unit size of 987 square feet. All units are restricted to 60% AMI. Unit features include average grade kitchen countertops, standard appliance packaged (including microwave), washer/dryer hook-ups, walk-in closets, and carpet/vinyl flooring. Project amenities include clubhouse, community pool, fitness center, playground, and car care area.

The one, three, and five mile radius indicate a population of 13,900, 95,779, and 201,412, respectively. The one, three, and five mile radius indicate a median household income of $42,590, $42,549, and $45,957, respectively. The property was 99% occupied at the time of sale. The property has multiple LURA agreements in-place with an expiration date of December 2030.

Stonebridge Landings is an existing, LIHTC, multifamily property containing 272 dwelling units. The property is located at the northeast corner of S. Goldenrod Road and Fort Jefferson Boulevard, Orlando, Orange County, Florida. The improvements were constructed in 1999. All units are restricted to 60% AMI. Unit features include average grade kitchen countertops, standard appliance packaged (including microwave), washer/dryer hook-ups, walk-in closets, and carpet/vinyl flooring. Project amenities include clubhouse, community pool, fitness center, playground, and car care area.

Multifamily Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	Sawyer Estates Apartments
Sub-Property Type:	LIHTC
Address:	4201 Sawyer Cir.
City/State/Zip:	Saint Cloud, FL 34772
County:	Osceola
Market Orientation:	Suburban
Property Location:	East side of Old Canoe Creek Road, south of W. New Nolte Road
IRR Event ID:	1254405

Sale Information

Sale Price:	$12,500,000
Eff. R.E. Sale Price:	$12,500,000
Sale Date:	03/01/2016
Sale Status:	In-Contract
$/SF GBA:	$54.63
$/SF NRA:	$58.03
Eff. Price/Unit:	$65,104 /Apt. Unit
Grantor/Seller:	Sawyer Estates, LTD
Grantee/Buyer:	Confidential
Property Rights:	Fee Simple
Occupancy at Time of Sale:	100.00
Document Type:	Other
Rent Controlled:	Yes
Rent Subsidized:	Yes
Subsidy Comments:	29 units at 35%; 163 units at 60%
Verified By:	Derek W. Bingman
Verification Date:	11/6/15
Verification Source:	Confidential
Verification Type:	Confirmed-Confidential

Operating Data and Key Indicators

Effective Gross Income:	$1,785,682
Expenses:	$1,002,103
Net Operating Income:	$783,579
Reserves Included:	Yes
Operating Data Type:	IRR Projection
EGIM Actual:	7.00
OAR(Cap. rate)Actual:	6.27%
Expense Ratio:	56.12%
Management Included:	Yes

Improvement and Site Data

Legal/Tax/Parcel ID:	16-26-30-00U0-0105-0000
GBA-SF:	228,823
NRA-SF:	215,408
Acres(Usable/Gross):	19.20/19.20
Land-SF(Usable/Gross):	836,418/836,418
Usable/Gross Ratio:	1.00
Year Built:	1999
Property Class:	B
Construction Quality:	Average
Improvements Cond.:	Average
No. of Buildings/Stories:	17/2
No. of Units/Unit Type:	192/Apt. Units
Multi-Tenant/Condo.:	Yes/No
Total Parking Spaces:	370
Park. Ratio 1000 SF GLA:	1.72
No. Surface Spaces:	370
Park. Ratio 1000 SF GBA:	1.62
Parking Ratio(/Unit):	1.93
Parking Conformity:	Yes

Improvement and Site Data (Cont'd)

Elevators/Count:	None
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Frontage Feet:	790
Frontage Desc.:	Old Canoe Creek Road
Frontage Type:	2 way, 1 lane each way
AccessibilityRating:	Average
Visibility Rating:	Average
Density-Unit/Gross Acre:	10.00
Density-Unit/Usable Acre:	10.00
Bldg. to Land Ratio FAR:	0.27
Zoning Code:	R-3
Zoning Desc.:	R-3
Easements:	No
Environmental Issues:	No
Flood Plain:	Yes
Flood Zone:	X & A
Flood Zone Designation:	A
Comm. Panel No.:	12097C0252G
Date:	06/18/2013
Utilities:	Electricity, Water Public, Sewer, Telephone, CableTV
Utilities Desc.:	All available
Source of Land Info.:	Public Records

Unit Mix

No. of Bed-rooms	No. of Bath-rooms	No. of Units	Approx. Units SF	Total Units SF	% of Total
1.00	1.00	8	749	5,992	2.8%
2.00	2.00	57	1,009	57,513	26.7%
2.00	2.00	7	1,009	7,063	3.3%
3.00	2.00	98	1,207	118,286	54.9%
3.00	2.00	22	1,207	26,554	12.3%
		192		215,408	

Project & Unit Amenities

Basketball	Air Conditioning
Clubhouse/Rec. Bldg.	Carpets/Drapes/Blinds
Laundry Facility	Dishwasher
Playground	Disposal
Swimming Pool	Patios/Balcony
Picnic & BBQ Areas	Range-Refrig.
	Storage in Unit
	Walk-in Closets
	Washer/Dryer Hookup

Comments

This is the contract of an existing LIHTC multifamily property containing 192 units (163 units at 60% and 29 units at 35% AMI), known as Sawyer Estates. The property is located along the east side of Old Canoe Creek Road, south of W. New Nolte Road, Saint Cloud, Osceola County, Florida. The improvements were completed in 1999 and were in average condition. We note that the property has not been recently renovated. The property offers one, two, and three bedroom units with a standard unit features and appliance package. Project amenities include clubhouse, community pool, basketball court, picnic and BBQ areas, playground, and laundry facility.

The one, three, and five mile radius indicate a population of 7,904, 39,782, and 68,332, respectively. The one, three, and five mile radius indicate a median household income of $47,466, $46,342, and $45,528, respectively.

The property is listed for a price of $12,500,000, or $65,104 per unit. The property was exposed on the market for 40 days before a purchase contract was accepted. The property was 100% occupied at the time of contract. The seller received a total of 6 offers, with 4 final and best offers. The agent indicated that a purchase price is near the listing price of $12,500,000, with multiple back up offers. The IRR Projection NOI is $783,579, which indicates an applied capitalization rate of 6.27%. The financials included a reserves, management fee, and tax being adjusted to sales price.

Multifamily Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	Madalyn Landing
Sub-Property Type:	LIHTC
Address:	500 Malabar Rd. SW.
City/State/Zip:	Palm Bay, FL 32907
County:	Brevard
Market Orientation:	Suburban
Property Location:	Southeast corner of Malabar Road SW and Garvey Road
IRR Event ID:	1160884

Sale Information

Sale Price:	$18,100,000
Eff. R.E. Sale Price:	$18,100,000
Sale Date:	01/23/2015
Sale Status:	Closed
$/SF GBA:	$52.14
$/SF NRA:	$52.17
Eff. Price/Unit:	$59,539 /Apt. Unit
Grantor/Seller:	Vestcor Fund XII, Ltd.
Grantee/Buyer:	WRH Madalyn Manding, LLLP
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Occupancy at Time of Sale:	96.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	OR Book 7288, Page 0965
Rent Controlled:	Yes
Rent Subsidized:	Yes
Verification Type:	Confirmed-Other

Operating Data and Key Indicators

Net Operating Income:	$1,020,000
Operating Data Type:	Pro-forma Buyer
OAR(Cap. rate)Actual:	5.64%
OAR(Cap. Rate)Reported:	5.64%

Improvement and Site Data

MSA:	Palm Bay-Melbourne-Titusville, FL
Legal/Tax/Parcel ID:	29-36-01-00-00254.0-0000.00
GBA-SF:	347,146
NRA-SF:	346,958
Acres(Usable/Gross):	21.27/21.27
Land-SF(Usable/Gross):	926,521/926,521
Usable/Gross Ratio:	1.00
Year Built:	1999
Property Class:	B
M&S Class:	C
Construction Quality:	Good
Improvements Cond.:	Average
Exterior Walls:	Stucco
No. of Buildings/Stories:	20/2
No. of Units/Unit Type:	304/Apt. Units
Multi-Tenant/Condo.:	Yes/No
Total Parking Spaces:	606
Park. Ratio 1000 SF GLA:	1.75
Park. Ratio 1000 SF GBA:	1.75
Parking Ratio(/Unit):	1.99
Air-Conditioning Type:	Central
Shape:	Rectangular
Topography:	Level
Corner Lot:	Yes

Multifamily Sale Profile

Sale No. 4

Improvement and Site Data (Cont'd)

Frontage Feet:	2080
Frontage Desc.:	1335 on Garvey Road and 745
Frontage Type:	2 way, 1 lane each way
Traffic Control at Entry:	Turn lane
Traffic Flow:	Low
AccessibilityRating:	Average
Visibility Rating:	Average
Density-Unit/Gross Acre:	14.29
Density-Unit/Usable Acre:	14.29
Bldg. to Land Ratio FAR:	0.37
Zoning Code:	RM15
Zoning Desc.:	Single, Two, Multi-Family Residential
Environmental Issues:	No
Flood Plain:	No
Flood Zone Designation:	X
Utilities:	Electricity, Water Public, Sewer, Gas, Telephone
Source of Land Info.:	Public Records

Unit Mix

No. of Bed-rooms	No. of Bath-rooms	No. of Units	Approx. Units SF	Total Units SF	% of Total
1.00	1.00	64	713	45,632	15.3%
2.00	2.00	112	935	104,720	35.0%
3.00	2.00	128	1,160	148,480	49.7%
		304		298,832	

Project & Unit Amenities

Clubhouse/Rec. Bldg.	Air Conditioning
Fitness Room	Carpets/Drapes/Blinds
Playground	Ceiling Fans
Swimming Pool	Dishwasher
Volleyball	Disposal
	Range-Refrig.
	Washer/Dryer Hookup
	Walk-in Closets

Comments

This LIHTC apartment project is located on the south side of Malabar Road NW, County, east of Jupiter Boulevard SW in Palm Bay, Brevard County, Florida. The property contains 304 dwelling units located within 19, two-story, residential buildings, and one clubhouse building. The improvements were constructed in 1999 and were 96% leased at the time of sale. The project is encumbered with a Low Income House Tax Credit (LIHTC) agreement which requires all units to be leased to low income households earning 60% or less of the median household income for the area. Additionally, the property also accepts Section 8 tenants. We have included the capitalization rate related to this sale based on the provided buyer's pro-forma.

Multifamily Sale Profile

Sale No. 5

Location & Property Identification

Property Name:	Kendall Court
Sub-Property Type:	LIHTC
Address:	10535 Lem Turner Rd.
City/State/Zip:	Jacksonville, FL 32218
County:	Duval
Market Orientation:	Suburban
IRR Event ID:	1228802

Sale Information

Sale Price:	$19,000,000
Eff. R.E. Sale Price:	$19,000,000
Sale Date:	05/21/2015
Sale Status:	Closed
$/SF GBA:	$47.86
$/SF NRA:	$47.86
Eff. Price/Unit:	$52,778 /Apt. Unit
Grantor/Seller:	Vestor Fund XIV Ltd.
Grantee/Buyer:	Kendall Court, LLC. and Kendall Court Realty, LLC.
Assets Sold:	Real estate and FF&E only
Property Rights:	Leased Fee
% of Interest Conveyed:	100.00
Occupancy at Time of Sale:	93.00
Financing:	Cash to seller
Terms of Sale:	Arm's Length
Document Type:	Warranty Deed
Rent Controlled:	Yes
Rent Subsidized:	Yes
Subsidy Comments:	100% of its units at the 60% AMI set aside under the Housing Credit program
Verified By:	Michael Ahwash, MAI
Verification Source:	Knowledgeable third party
Verification Type:	Secondary Verification

Operating Data and Key Indicators

Vacancy Rate:	7%
Effective Gross Income:	$2,745,819
Expenses:	$1,614,761
Net Operating Income:	$1,131,058
Operating Data Type:	Trailing-12
EGIM Actual:	6.92
OAR(Cap. rate)Actual:	5.95%
Expense Ratio:	58.81%

Improvement and Site Data

MSA:	Jacksonville, FL Metropolitan Statistical Area
Legal/Tax/Parcel ID:	020403-0000
GBA-SF:	396,954
NRA-SF:	396,954
Acres(Usable/Gross):	28.28/28.73
Land-SF(Usable/Gross):	1,231,856/1,251,479
Usable/Gross Ratio:	0.98
Year Built:	1999
Property Class:	B
M&S Class:	C
Construction Quality:	Average
Improvements Cond.:	Average
Exterior Walls:	Stucco
Construction Desc.:	CB
No. of Buildings/Stories:	17/3
No. of Units/Unit Type:	360/Apt. Units
Multi-Tenant/Condo.:	Yes/No

Improvement and Site Data (Cont'd)

Shape:	Irregular
Topography:	Level
Vegetation:	Trees and grasses
Corner Lot:	No
Frontage Type:	2 way, 2 lanes each way
Density-Unit/Gross Acre:	12.53
Density-Unit/Usable Acre:	12.73
Bldg. to Land Ratio FAR:	0.32
Zoning Code:	RMD-C
Zoning Desc.:	RESIDENTIAL MEDIUM DEN
Utilities Desc.:	All available to site
Source of Land Info.:	Public Records

Unit Mix

No. of Bed-rooms	No. of Bath-rooms	No. of Units	Approx. Units SF	Total Units SF	% of Total
1.00	1.00	72	699	50,328	14.2%
2.00	2.00	144	921	132,624	37.4%
3.00	2.00	128	1,174	150,272	42.4%
4.00	2.00	16	1,325	21,200	6.0%
		360		354,424	

Project & Unit Amenities

Swimming Pool
Playground
Clubhouse/Rec. Bldg.
Fitness Room
Picnic
Laundry Facility
Computer Lab
Volleyball
Trail

Ceiling Fans
Dishwasher
Disposal
Washer/Dryer Hookup

Comments

A total of 19 units have been upgraded and are achieving rent $40 to $80 higher than units with original finishes. Upgrades include new cabinets and countertops, paint, light fixtures, appliances and floors.

According to the FHFC in-service list, this property has 100% of its units at the 60% set aside under the Housing Credit program. It has a 30-year compliance period that began in 1999, so there are 14 years remaining.

According to the FHFC in-service list, this property has 100% of its units at the 60% set aside under the Housing Credit program. It has a 30-year compliance period that began in 1999, so there are 14 years remaining. The community's housing programs are comprised of Housing Credits 4%, Local Bonds, State Bonds.

Comparable Rentals - Restricted

Multifamily Rent Survey Profile

Rent Survey No. 1

Location & Property Identification

Property Name:	Fort King Colony
Sub-Property Type:	LIHTC
Address:	6900 Aqua Vista Dr.
City/State/Zip:	Zephyrhills, FL 33542
County:	Pasco
Market Orientation:	Suburban
Property Location:	Southeast corner of Daughtery Road and Fort King Road
IRR Event ID:	1331012

Property Data

Survey Date:	04/18/2016
No. of Buildings/Stories:	6/3
No. of Units/Unit Type:	220/Apt. Units
Multi-Tenant/Condo.:	Yes/No
Rent Controlled:	Yes
Rent Subsidized:	Yes
Property Class:	B
Vacancy @ Survey:	0.00%
Yr. Built/Yr. Renov.:	2011/
Construction Type:	Wood frame
Land Size (Ac.):	13.07

Project & Unit Amenities

Project Amenities:	Clubhouse/Rec. Bldg., Fitness Room, Laundry Facility, Swimming Pool, Playground, Car Care Area, Media Room, BBQ/Picnic Area, Business Center, Wi Fi, Picnic Area, Playground, Car Care Area
Unit Amenities:	Air Conditioning, Washer/Dryer Hookup, Walk-in Closets, Patios/Balcony, Ceiling Fans, 9 ft Ceilings
Landlord Pays:	Trash, Sewer, Water

Unit Mix

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments
1BR/1BA		6	INA	766	$323	$0.42	35% AMI, $67 UA, $390 Gross Rent
1BR/1BA		54	INA	766	$602	$0.79	60% AMI, $67 UA, $669 Gross Rent
2BR/2BA		10	INA	969	$395	$0.41	35% AMI, $73 UA, $468 Gross Rent
2BR/2BA		38	INA	969	$729	$0.75	60% AMI, $73 UA, $802 Gross Rent

Unit Mix (Cont'd)

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments
2BR/2BA		48	INA	1,022	$729	$0.71	60% AMI, $73 UA, $802 Gross Rent
3BR/2BA		6	INA	1,236	$460	$0.37	35% AMI, $80 UA, $540 Gross Rent
3BR/2BA		26	INA	1,236	$847	$0.69	60% AMI, $80 UA, $927 Gross Rent
3BR/2BA		32	INA	1,288	$847	$0.66	60% AMI, $80 UA, $927 Gross Rent

Comments

No concessions at this time. A washer/dryer rental is available for $39 per month.
The property is a LIHTC property with 10% of its units set aside at 35% AMI and 90% set aside at 60% AMI. It has a family demographic.

Multifamily Rent Survey Profile

Rent Survey No. 2

Location & Property Identification

Property Name:	Arbours at Ft. King
Sub-Property Type:	LIHTC
Address:	12861 Stately Oaks St.
City/State/Zip:	Dade City, FL 33525
County:	Pasco
Submarket:	East Pasco
Market Orientation:	Small Town - Non Metro
IRR Event ID:	1331026

Property Data

Survey Date:	04/18/2016
No. of Units/Unit Type:	94/Apt. Units
Rent Controlled:	Yes
Rent Subsidized:	Yes
Property Class:	B
Vacancy @ Survey:	2.90%
Yr. Built/Yr. Renov.:	2011/
Land Size (Ac.):	13.03

Project & Unit Amenities

Project Amenities:	Clubhouse/Rec. Bldg., Playground, Swimming Pool, Car Care Area
Unit Amenities:	Ceiling Fans, Dishwasher, Disposal, Patios/Balcony, Storage in Unit, Washer/Dryer In Unit
Landlord Pays:	Trash, Common Area Electric
Tenant Pays:	Cable, Broadband, In-Unit Electric, Sewer, Water
Survey Comp./Contact:	(352) 521-0053/

Unit Mix

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments
1BR/1BA		4	INA	874	$280	$0.32	35% AMI, $108 UA, $388 Gross Rent
1BR/1BA		30	INA	874	$545	$0.62	60% AMI, $108 UA, $653 Gross Rent
2BR/2BA		4	INA	1,120	$466	$0.42	35% AMI, $122 UA, $588 Gross Rent
2BR/2BA		32	INA	1,120	$659	$0.59	60% AMI, $122 UA, $781 Gross Rent
3BR/2BA		2	INA	1,288	$401	$0.31	35% AMI, $138 UA, $539 Gross Rent
3BR/2BA		22	INA	1,288	$738	$0.57	60% AMI, $138 UA, $903 Gross Rent

Comments

The unit mix for the distribution of the 35% and 60% units was allocated based on the overall set aside percentages.
Arbours at Fort King is a tax credit property with 10% of the units set aside at 35% AMI and 90% of the units set aside at 60% AMI.

Multifamily Rent Survey Profile

Rent Survey No. 3

Location & Property Identification

Property Name:	Heritage Pines Apartments
Sub-Property Type:	LIHTC
Address:	10501 Cross Creek Blvd.
City/State/Zip:	Tampa, FL 33647
County:	Hillsborough
Market Orientation:	Suburban
IRR Event ID:	1331013

Property Data

Survey Date:	04/18/2016
No. of Buildings/Stories:	18/3
Multi-Tenant/Condo.:	Yes/Yes
Rent Controlled:	Yes
Rent Subsidized:	Yes
Property Class:	B
Vacancy @ Survey:	1.80%
Yr. Built/Yr. Renov.:	2000/
Construction Type:	Wood frame
Land Size (Ac.):	29.34

Project & Unit Amenities

Project Amenities:	Clubhouse/Rec. Bldg., Fitness Room, Gated Entrance, Swimming Pool, Volleyball, Business Center, Car Care Area, Wi Fi, Picnic Area, Playground
Unit Amenities:	Ceiling Fans, Dishwasher, Disposal, Storage in Unit, Walk-in Closets, Washer/Dryer Hookup
Landlord Pays:	Trash, Common Area Electric
Tenant Pays:	Cable, Broadband, In-Unit Electric, Sewer, Water
Survey Comp./Contact:	877-324-4912/

Unit Mix

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments
1BR/1BA		84	INA	814	$563	$0.69	60% AMI, $106 UA, $669 Gross Rent
2BR/2BA		128	INA	1,079	$658	$0.61	60% AMI, $144 UA, $802 Gross Rent
3BR/2BA		96	INA	1,201	$735	$0.61	60% AMI, $192 UA, $927 Gross Rent
4BR/3BA		32	INA	1,434	$792	$0.55	60% AMI, $243 UA, $1,035 Gross Rent

Comments

No concessions. Optional washer/dryer rental for $45 per month and optional cable package is available for $83 per month.

Heritage is a LIHTC property with 100% of its units set-aside at 60% AMI and a family demographic.

Multifamily Rent Survey Profile

Rent Survey No. 4

Location & Property Identification

Property Name:	Morgan Creek
Sub-Property Type:	LIHTC
Address:	17200 Madison Green Dr.
City/State/Zip:	Tampa, FL 33647
County:	Hillsborough
Market Orientation:	Suburban
IRR Event ID:	1331014

Property Data

Survey Date:	04/18/2016
No. of Buildings/Stories:	16/3
No. of Units/Unit Type:	336/Apt. Units
Rent Controlled:	Yes
Rent Subsidized:	Yes
Property Class:	B
Vacancy @ Survey:	0.90%
Yr. Built/Yr. Renov.:	2004/
Construction Type:	Wood frame
Land Size (Ac.):	33.83

Project & Unit Amenities

Project Amenities:	Clubhouse/Rec. Bldg., Laundry Facility, Fitness Room, Playground, Swimming Pool, Volleyball, Car Care Area, Business Center
Unit Amenities:	Carpets/Drapes/Blinds, Ceiling Fans, Central AC, Washer/Dryer Hookup, Walk-in Closets, Microwave
Landlord Pays:	Trash, Sewer, Common Area Electric, Water
Tenant Pays:	Cable, Broadband, In-Unit Electric
Survey Comp./Contact:	813-972-1577/

Unit Mix

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments
2BR/2BA		22	INA	943	$593	$0.63	50% AMI, $75 UA, $668 Gross Rent
2BR/2BA		194	INA	943	$727	$0.77	60% AMI, $75 UA, $802 Gross Rent
3BR/2BA		12	INA	1,199	$691	$0.58	50% AMI, $81 UA, $772 Gross Rent
3BR/2BA		108	INA	1,199			60% AMI, $81 UA, $927 Gross Rent

Comments

Washer/dryers are available for an additional $41/month. Cable packages are also available for an additional $53/month. Concessions: None.

Morgan Creek is a 336-unit apartment community located in North Tampa. The community offers two- and three-bedroom units. Of the units, 68 are set aside at 50% AMI and 268 units are set aside at 60% AMI. The property's housing programs are comprised of Housing Credits 4%, Local Bonds, and SAIL.

Multifamily Rent Survey Profile

Rent Survey No. 5

Location & Property Identification

Property Name:	Weston Oaks Apartments
Sub-Property Type:	LIHTC
Address:	1251 Weston Oaks Dr.
City/State/Zip:	Holiday, FL 34691
County:	Pasco
Submarket:	West Pasco
Market Orientation:	Suburban
Property Location:	Northwest quadrant of US Highway 19 and Holiday Lake Drive
IRR Event ID:	1331100

Property Data

Survey Date:	04/18/2016
No. of Buildings/Stories:	9/3
No. of Units/Unit Type:	200/Apt. Units
Multi-Tenant/Condo.:	Yes/No
Rent Controlled:	Yes
Rent Subsidized:	Yes
Property Class:	B
Vacancy @ Survey:	3.50%
Yr. Built/Yr. Renov.:	2001/
Land Size (Ac.):	28.17

Project & Unit Amenities

Project Amenities:	Swimming Pool, Clubhouse/Rec. Bldg., Laundry Facility, Basketball, Fitness Room, Volleyball, Gated Entrance, Business Center, Picnic/ BBQ Area, Car Care Area, Grills, Picnic Area, Playground, Wi Fi
Unit Amenities:	Ceiling Fans, Dishwasher, Washer/Dryer Hookup, Air Conditioning, Carpets/Drapes/Blinds, Disposal, Microwave, Walk-in Closets
Landlord Pays:	Trash, Sewer, Common Area Electric, Water
Tenant Pays:	Cable, Broadband, In-Unit Electric
Survey Comp./Contact:	(866) 997-3312/

Unit Mix

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments
1 BR/ 1 BA	/1/1.0	6	INA	651	$282	$0.43	30% AMI, $52 UA, $334 Gross Rent

Unit Mix (Cont'd)

Unit Information	Rms/BR/ Bth	No. of Units	Vacant Units	SF Per Unit	Base Rent	$/SF Effective	Unit Comments
1BR/1BA	/1/1.0	34	INA	651	$617	$0.95	60% AMI, $52 UA, $669 Gross Rent
2 BR/ 2 BA	/2/2.0	15	INA	926	$315	$0.34	30% AMI, $86 UA, $401 Gross Rent
2 BR/ 2 BA	/2/2.0	81	INA	926	$716	$0.77	60% AMI, $86 UA, $802 Gross Rent
3 BR/ 2 BA	/3/2.0	10	INA	1,089	$364	$0.33	30% AMI, $99 UA, $463 Gross Rent
3 BR/ 2 BA	/3/2.0	54	INA	189	$828	$4.38	60% AMI, $99 UA, $927 Gross Rent

Comments

Weston Oaks Apartments is located along on the west side of US Highway 19, just north of Holiday Lake Drive, Holiday, Pasco County, Florida. Weston Oaks is an income restricted community, 30% and 60% of median income, which is located in Holiday. Of the units, 31 units are set aside at 30% and 169 units are set aside at 60%. The property is near the Pasco/Pinellas County border.

Addendum E

Engagement Letter

April 8, 2016

This letter is to serve as our engagement letter for the appraisal services described herein. Upon receipt, please sign and return this letter via facsimile to the undersigned, as shown on the last page.

This letter is intended to summarize our understanding relative to engaging your professional appraisal services and represents Axiom Bank's authorization to prepare an independent appraisal report for the property described below:

Property Name:	**Pasco Woods Apartments**
Property Address:	**6220 Ryerson Circle**
City, State, Zip Code:	**Wesley Chapel, FL 33544**
Parcel Number:	**06-26-20-0000-00400-0033**

200 unit residential apartment complex

Axiom Bank is the client for this report. You shall perform this report as an independent contractor and not as an employee/partner, principal, nor agent of this company. In addition, by signing this agreement, you certify that you have no personal interest in the property to be appraised and that you will abide by the terms of this engagement letter. Please include a copy of this engagement letter in the addenda section of your submitted appraisal report.

It is required that you personally inspect the subject property and comparables included in the report; sub-contracting is not permitted. If anyone other than yourself will be providing assistance in the appraisal process, you must employ him or her.

The fee for the appraisal services rendered will be and will be collected by Axiom Bank and forwarded to the appraiser upon receipt and acceptance of the completed report by Axiom Bank. You agree to deliver one (1) original signed copy of the report (with maps and original photos) on or before **April 22, 2016**. The appraisal report must be completed by the due date. A fee reduction of 5% of the fee per day may be assessed against any appraisal delivered past the due date. The appraiser must notify Axiom Bank, in writing, at least one week before the due date of any reasonable delays. In addition, future use of your services will be influenced by your performance in meeting the due date as well as by the quality of your appraisal.

The required scope and format of your assignment shall be as follows:

APRAISAL REPORT (SUMMARY)

The Ownership Interest to be Valued, the Type of Value to be estimated and the Valuation Premise to be used:

VALUATION SELECTION Mark the letter of up to three Ownership Interest(s), Type of Value to be Estimated and Valuation Premise(s) to be valued in the rows below from the Valuation Table.			
#	Ownership Interest(s) to be Valued	Type of Value & Date(s) of Value	Valuation Premise(s)
1.	Fee Simple	Market	As is
2.	Leased Fee	Income	
3.			

The report shall be completed in narrative format.

AxiomBank

REQUIRED CONTENTS:

1. It is required that your report contains a Table of Contents.
2. Any references to source information pertaining to FIREA contained within the appraisal report must be prepared in accordance with Title XI of FIRREA and with Regulations adopted by the OCC, FDIC and/or OTS pursuant to FIRREA including USPAP and shall not invoke the departure provision, unless a limited appraisal is being requested.
3. For all sale and rent comparables, adjustment grids must be included; and wherever possible, quantitative adjustments should be made. Rationale for adjustments must be discussed.
4. Include a legal description of the real estate being appraised in addition to the property identification required by USPAP.
5. An improvement sketch or plan reduction must be included in the appraisal report. The sketch must include legible measurements such that calculation of the building area may be independently verified.
6. Include a statement that the purpose of the appraisal assignment is to estimate market value of the subject property as of the effective date of the appraisal. Market value "As Is" must be estimated in addition to market value "As if stabilized" or market value "Upon Completion of Construction or Rehabilitation" or other types of value when appropriate.
7. Disclosure of Competency. This appraisal report shall make an affirmative statement that the appraiser's(s) is/are competent to complete the report in accordance with the competency provision in the USPAP. In the absence of an affirmative statement, the appraiser must disclose any lack of knowledge and/or experience for this assignment and any necessary steps taken to comply with the competency provision in the USPAP.
8. Define Value: The type of value estimate in this report is Market Value. Based on a marketing period and not to exceed twelve months. The appraiser shall use the definition of market value as it is reported in The Appraisal of Real Estate, Eleventh Edition shown below. No alternative definitions are acceptable to this institution. Include the following definition of Market Value in the appraisal report.

This appraisal shall incorporate the following market value definition as referenced in The Appraisal of Real Estate, Eleventh Edition:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specific date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U. S. Dollars or in terms of financial arrangements comparable thereto, and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

9. Prior Sales: The appraiser must analyze and report in reasonable detail any prior sales of the property being appraised that occurs within the following time periods:

For all other properties: THREE YEARS

If the subject property is currently under purchase contract, listed for sale, or has been transferred during the above listed periods, and the purchase price varies significantly (10%) from the appraised value conclusions, explanation is required to reconcile the price paid with the current value estimate.

10. Analyze and report on current market conditions and trends which will affect projected income or the absorption period, to the extent they affect the value of the subject property. Discussion must include general supply/demand levels, including commentaries on vacancies, rent levels and concessions in the property type appraised. Specific to

the subject property's neighborhood, comment on abnormally low (or high) occupancy levels, conditions of neighboring properties, and overall rate of the sub-market (e.g. newly developing, mature, declining, transitioning, etc.)

11. The appraiser must in the course of the property inspection: 1. Comment on the possible presence of environmental hazards, such as potential lead based paint hazards (chipping and/or peeling paint), underground fuel storage tanks, fuel pumps, soil discoloration, or other telltale evidence that would give rise to close examination by qualified personnel; 2. Physically inspect sufficient representative sample of multi-family units and 100% of all other property types, within reason.

12. Include the financing terms of all sales presented in the analysis with cash equivalency adjustments where necessary.

13. Rental data presented must discuss and appropriately adjust for rent concessions, tenant improvement allowances, lease buyout, load factors, expense pass-through, etc. leading to an indication of comparable effective market rent for the subject. Please include name and telephone number of the person(s) providing information and/or verification of rental data.

14. For income producing properties, the report should include a current rent roll, historical revenues, occupancy rates and expenses. If your projected rental income, occupancy rate, or expenses vary significantly from the reported historical data, you must reconcile any discrepancy. Furthermore, if the property is operating at a level below its anticipated market share, please discuss the cause, e.g. poor management, deferred maintenance, poor location etc. Please state if historical revenues, occupancies, or expenses were not provided.

15. Deductions and Discounts, "As Is" Value. Analyze and report appropriate deductions and discounts for any proposed construction or any completed properties that are partially leased at other than the market rents as of the date of the appraisal, or any tract developments with unsold units. Such deductions are intended to account for all holding costs, leasing commissions, tenant improvement costs and/or repairs necessary to bring the property to the point of stabilized occupancy. If a stabilized value is estimated, include the anticipated time period required for the property to achieve stabilization. Again, all appraisals must contain an "as is" market value estimate. Any reference to deferred maintenance must be disclosed in the improvement description of the appraisal. The cost to cure must be deducted from the stabilized value to present an "as is" value.

16. Maximum Marketing Period of twelve months. Analyze and report a reasonable marketing period for the subject property for all values given including the disclosure of the assumptions used. The exposure periods for the improved sales must be noted, where possible and discussed as a means of support for the projected marketing period of the subject. If exposure periods are unavailable for the comparable sales, the appraiser must provide a thorough discussion supporting how the marketing period was derived. For instance, conversations with real estate professionals knowledgeable of the subject's marketplace may be documented.

17. Verification as to whether the improvements conform to zoning and building requirements or whether they are legal non-conforming use is the appraiser's responsibility and must be stated in the report.

18. Provide your license or certification number under each of your signatures in the report.

19. Your report must include original photographs of all sale and rentable comparables **as well as photographs of the interior of the subject property.** Color photocopies or photocopies of photographs will not be accepted.

20. **An insurable value must be calculated based on the replacement cost new of the building improvements and reported within the Summary of Salient Facts.**

21. Your report shall contain a minimum of three rental and three sales comparables along with photographs of each. Please provide copies of data sources (COMPS publication, listing, etc.).

AxiomBank

22. In the valuation of a property as a going concern, Axiom Bank requires the appraiser to allocate the estimate of value between the various components that shall comprise the value, i.e. real estate, furniture and fixtures, fixtures and equipment, (FF&E) and business and/or goodwill. As far as possible, please provide an estimate of the separate value components and/or provide sufficient explanatory comments delineating the actions of market participants.

23. The report must consider and address Cost, Sales Comparison and Income Approaches that address the direct sales comparison, income and cost approaches to estimate market value and reconcile the approaches. The elimination of any of the three approaches may not be a unilateral decision by the appraiser but must be specifically agreed to in writing by the client prior to the elimination of any approach.

Axiom Bank is the client for this report. All documents furnished to the appraiser by the client are to be considered confidential information to the appraiser pursuant to the disclosure requirements in the confidentiality section of the ethics provision and Statement#5 of USPAP.

Except as provided, neither the appraiser(s) nor the appraisal; firm may divulge any operating information pertaining to the property appraisal or the analysis, opinions or conclusions developed in the appraisal report. Nor may they give a copy of the report to anyone other than to the client or the client's designee as specified in writing. However, this condition does not apply to any request made by a professional organization for the purpose of confidential professional standards or ethics enforcement. Also, this condition does not apply to any order by a court of law or anybody with powers of subpoena.

The appraiser may not discuss the appraisal or the results thereof with anyone without the prior approval specifically from Axiom Bank.

You may arrange for an interior inspection as well as obtain all necessary property information (leases, rent rolls, income & expense statements etc.) by contacting the following

Property: Contact & Phone #: **Zach Newport** **317-697-1708**
Alternate Contact & Phone #:

Other items enclosed to the appraiser (note below, if nothing leave blank).

Any modifications of this letter must be in writing and executed by both parties hereto.

If this engagement is acceptable, please complete and sign the acknowledgment below, and return the original to the undersigned after making copies for your file.

Sincerely,

Axiom Bank

By: _____

Allen Tice
Commercial Credit Specialist
atice@axiombanking.com

AxiomBank

ACKNOWLEDGMENT

The undersigned Real Estate Appraiser has read the above offer from Axiom Bank and understands its terms and scope and hereby agrees to accept the offer.

Executed this 8TH day of APRIL, 2016.

Firm: INTEGRA REALTY RESOURCES

By: _____