

LPA definitions:

Operating deficit

Projected tax credits

Stabilized Occupancy

agreement, management agreement, fee agreements, and any other document or instrument executed in connection with the development and operation of the Project.

"Project Property" or "Project" means the affordable housing rental project to be known as [REDACTED], which project will be located at [REDACTED] Phoenix, Arizona [REDACTED], and will be comprised of one (1) building containing sixty-five (65) Residential Units, administration offices, community rooms, central laundry facilities, underground and surface parking, a playground, and all furnishings, equipment and personal property used in connection with the operation thereof. It is expected that fifty-nine (59) Residential Units will be rented to low- and very low-income households, and six (6) Residential Units will be a Market Rate Unit.

"Project State" means Arizona.

"Projected First Tax Credit Year" means 2012.

"Projected Tax Credits" means the product of (i) 99.99%, multiplied by (ii) the Tax Credits expected to be allocable to the Project. The Tax Credits expected to be allocable to the Project during each year of the Credit Period for purposes of making the calculation set forth in the preceding sentence are \$1,314,239 for each year of 2012 through 2021, as shown in the Projections attached hereto. The Projected Tax Credits shall be deemed amended and revised to reflect the Projected Tax Credits calculated in any revised Projections prepared pursuant to ~~Section 6.9.1~~ and ~~Section 6.9.2~~ of this Partnership Agreement.

"Projections" means the projections attached hereto as Appendix I, as they may be amended pursuant to this Partnership Agreement.

"Property Management Agent" means initially the Sponsor, or such other Property Management Agent as is selected by the General Partner from time to time or identified by the Limited Partner pursuant to ~~Section 6.4.12~~ with the prior written consent of the Asset Manager.

"Property Management Agent Fee" means a fee of up to 7.00% of the gross collected rents from the Project payable to the Property Management Agent, as described in the Property Management Agreement.

"Property Management Agreement" means the Property Management Agreement entered into or to be entered into by the Partnership and the Property Management Agent pursuant to which the Property Management Agent shall have primary responsibility for overseeing the management of the Project Property, as described in ~~Section 6.4.9~~.

"QAP" means the Qualified Allocation Plan for the Project State.

"Qualified Basis" has the meaning set forth in Section 42(c) of the Code.

"Qualified Occupancy" means the initial occupancy of 100% of the Tax Credit Units by qualified tenants pursuant to Section 42 of the Code.

“Qualified Occupancy Date” means January 31, 2012.

“Regulations” means the Federal Income Tax Regulations (including without limitation, Temporary Regulations) promulgated under the Code, as the same may be amended from time to time (including corresponding provisions of successor regulations).

“Regulatory Agreement” means, to the extent applicable, and collectively, (a) the Extended Use Agreement, and (b) any regulatory agreements and/or any declaration of covenants and restrictions to be entered into between the Partnership and any Lender, or any applicable government agency setting forth certain terms and conditions under which the Project is to be developed and/or operated.

“Replacement Reserve” means the amount of funds required by the Partnership Agreement or the Loan Documents to be reserved by the Partnership to fund capital replacement costs with respect to the Project, which reserve shall be funded as described in ~~Section~~ 6.4.7(iii).

“Replacement Reserve Account” means a segregated Partnership bank account held by the General Partner or the Permanent Lender and established to hold the Replacement Reserve, as described in ~~Section~~ 6.4.7(iii).

“Residential Units” means the individual residential rental housing Tax Credit Units and the Market Rate Units located on the Project Property.

“Right-Sized Permanent Loan Amount” means the maximum permanent loan amount that produces a debt service payment (based on the Permanent Loan interest rate and terms contained in the Projections) that, when combined with all other actual cash expenditures (included in the definition of Debt Service Coverage Ratio), yields a debt service coverage ratio of 1.15 or better for each of the three (3) consecutive months after Construction Completion or, if applicable, immediately prior to the conversion of the Construction Loan to the Permanent Loan.

“Second Installment” has the meaning set forth in Section 3.2.1(ii) of this Partnership Agreement.

“Sponsor” means Native American Connections, Inc., an Arizona not-for-profit corporation, which is the sole member of the General Partner.

“Stabilized Occupancy” means the date upon which all of the following conditions are satisfied: (a) after Construction Completion, at least 90% of the Residential Units have been occupied for a period of three (3) consecutive months; (b) the collected revenues for any three (3) consecutive calendar months (including all government subsidies due and payable at such time but not yet received by the Partnership, but excluding Capital Contributions, loan proceeds, prepayment of rent, security deposits and any other funds not generated from current Project operations) from those Residential Units equal or exceed each of the following: (i) the projected revenues as set forth in the Projections for the same three (3) month period; and (ii) the sum of the following for the same 3 month period: (A) all actual accrued operational costs of the Project, including, without limitation, administrative expenses of the Partnership, maintenance costs, insurance, utilities, Property Management Agent fee, taxes, assessments, and replacement

reserve deposits, and a ratable portion of the annual amount (as reasonably estimated by the General Partner) of seasonal and/or periodic expenses (such as utilities, maintenance expenses and real estate taxes, if applicable) which might reasonably be expected to be incurred on an unequal basis during a full annual period of operations, but excluding the Deferred Development Fee, the Partnership Management Fee, and the Asset Management Fee to the extent such fees are payable solely out of Cash Flow; plus (B) all actual required debt service payments (provided that debt service payments for this purpose shall not include those that are to be paid solely out of Cash Flow), which costs and expenses described in the preceding clauses (A) and (B) shall be evidenced by a certification of the General Partner (accompanied by an unaudited balance sheet of the Partnership) confirming such matters and stating that all trade payables have been satisfied or will be satisfied by cash held by the Partnership on the date of such certification; and (c) the amount of the Permanent Loan does not exceed the Right-Sized Permanent Loan Amount. For the purpose of this definition, operational costs of the Partnership shall be the greater of the Partnership's actual operational costs for such period determined in the manner described hereinabove or the anticipated operational costs for such period determined on an accrual basis in accordance with the annual operating budget described in Section 8.2.3 below and allocated ratably over twelve months of the Partnership accounting year.

"State Housing Finance Agency" means the agency controlling the allocation of Tax Credits and administering the Tax Credits, which in certain limited instances may be a local city agency.

"Subordinate Cash Flow Lenders" means those Subordinate Cash Flow Lenders, together with any successors or assigns in such capacity, reasonably acceptable to the Limited Partner, that are expected to make the Subordinate Cash Flow Loans.

"Subordinate Cash Flow Loans" means those Subordinate Cash Flow Loans expected to be made from the following Subordinate Cash Flow Lenders in the amounts set forth after their names, which do not have any required payments from Gross Cash Receipts:

Lender	Loan Amount
1. City of Phoenix - HOME Funds	\$3,000,000
2. Arizona Department of Housing - HOME Funds	\$988,000
3. General Partner Loan - Affordable Housing Program Funds	\$750,000

"Subordinate Cash Flow Loan Documents" means any and all of those Subordinate Cash Flow Loan Documents evidencing, securing, or related to each of the Subordinate Cash Flow Loans, including but not limited to the commitment letter, agreement, note, and mortgage for each such loan.

"Substituted Limited Partner" means a Person who is admitted as a Limited Partner to the Partnership pursuant to Section 9.2 or Section 9.3 in place of and with all the rights of a limited partner under the Partnership Agreement and the Act.

Operating Deficit Definitions

Operating Deficit Guaranty

“Operating Deficit Guaranty Amount” means One Hundred Ninety Nine Thousand and No/100 Dollars (\$199,000.00).

“Operating Deficit Guaranty Period” means the period beginning with the date in which the Project achieves Stabilized Occupancy and ending on the date upon which the Partnership achieves a Debt Service Coverage Ratio of 1.15 or better, measured on an annualized basis, for a period of three consecutive years commencing on or after the second anniversary of achievement of Stabilized Occupancy.

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

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

“Operating Reserve Target Amount” means One Hundred Ninety Nine Thousand and No/100 Dollars (\$199,000.00) and maintained as described in Section 6.4.7(ii).

“Partner” or **“Partners”** means the General Partner and Limited Partner, either individually or collectively.

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

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

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

“Partnership” means 4530 N. Central, LP, an Arizona limited partnership.

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

- (b) In the event that the General Partner fails to pay development costs as required under this Section 6.4.6(i), an amount not in excess of the total of any remaining unpaid Limited Partner Capital Contribution installments will be applied by the Partnership to meet such obligations of the General Partner and any Guarantors. The General Partner and any Guarantors shall remain liable for all of their guaranty obligations including any portion funded from remaining unpaid Limited Partner Capital Contribution described in the prior sentence. Any direction and application of funds otherwise payable pursuant to Section 3.2 hereof constitutes reductions in amounts owed pursuant to Section 3.2, and the Limited Partner's obligation to make such installment payments pursuant to Section 3.2.

(ii) **Operating Deficit Guaranty.**

- (a) The General Partner shall be obligated to provide any funds needed by the Partnership, after all funds in the Operating Reserve Account have been used, to fund Operating Deficits during the Operating Deficit Guaranty Period ("Operating Deficit Guaranty").
- (b) The General Partner shall be required, upon the reduction of the Operating Reserve Account to zero, to promptly provide funds to the Partnership from time to time as needed in an amount up to the Operating Deficit Guaranty Amount for Operating Deficits occurring during the Operating Deficit Guaranty Period. Repayment of any letters of credit or other borrowings arranged by the General Partner to meet its obligations under this Section 6.4.6(ii)(b) shall be the sole obligation of the General Partner. Subject to ~~Section~~ 6.4.6(ii)(c) below, funds made available by the General Partner to fulfill its obligations pursuant to this Section 6.4.6(ii)(b) shall be accounted for as unsecured loans to the Partnership by the General Partner and may be reimbursed to the General Partner, without interest, in accordance with Section 5.1 hereof, or out of the proceeds of refinancing or sale pursuant to Section 5.2 hereof.
- (c) If the Operating Deficits overruns are due to the gross negligence or willful misconduct of the General Partner, then any guaranty advances made by the General Partner to

Capital Contributions

ARTICLE 3: CAPITAL CONTRIBUTIONS AND PARTNER LOANS

Section 3.1 General Partner's Capital Contributions.

3.1.1 The General Partner has made, or shall make upon the execution of this Partnership Agreement, a cash Capital Contribution to the Partnership in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) in exchange for a 0.01% General Partner's Partnership Interest, and, upon the execution of this Agreement, shall provide documentation to the Limited Partner evidencing the fact that the Capital Contribution has been made.

3.1.2 The General Partner has assigned and hereby assigns, and has caused and shall cause its Affiliates to assign, to the Partnership all of its respective rights, title, and interest in, to, and under all agreements, licenses, approvals, permits, Tax Credit allocations, and any other tangible or intangible personal property related to the Project Property or required to permit the Partnership to pursue its business and carry out its purposes as contemplated in this Partnership Agreement. The General Partner's Capital Account will not be credited with any amount as a result of its assignment to the Partnership of the various items referred to in the immediately preceding sentence.

3.1.3 If the Partnership has not paid all amounts due as a Deferred Development Fee by the end of the twelfth (12th) year of the Compliance Period, the General Partner shall make an additional Capital Contribution to the Partnership in the amount of the outstanding balance of the Deferred Development Fee, and any accrued and unpaid interest thereon, and the Partnership shall use this Capital Contribution to pay the remaining balance of the deferred Developer Fee, and any accrued and unpaid interest thereon.

Section 3.2 Limited Partner's Capital Contributions. The Limited Partner shall make Capital Contributions to the Partnership in the aggregate amount of Eight Million Eight Hundred Eighteen Thousand Six Hundred Fifty Six and No/100 Dollars (\$8,818,656.00) in exchange for a 99.99% Limited Partner Partnership Interest in the Partnership (the "Limited Partner Capital Contribution"). The Limited Partner Capital Contribution shall be paid as equity pursuant to **Section 3.2.1** for Project related costs (other than Developer Fee approved by the Limited Partner) ("Project Equity") and pursuant to **Section 3.2.2** for the non-deferred portion of the Developer Fee ("Non-Deferred Developer Fee Equity"). Subject to Section 6.9 and the other terms and conditions of this Partnership Agreement, the Limited Partner's Capital Contributions will be made as follows:

3.2.1 Project Equity.

(i) Upon the satisfaction of all of the following conditions, the Limited Partner shall pay to the Partnership \$809,114 in cash (the "First Installment"), less \$45,000, which shall be paid directly to the Limited Partner to reimburse it for its due diligence and closing costs in conjunction with its acquisition of an interest in the Partnership:

- (a) Receipt and approval by the Asset Manager of all of the Limited Partner's Project Closing Checklist requirements (except for those documents reflected in the Post-Closing Document Delivery Agreement); and
- (b) Admission of the Limited Partner to the Partnership.

Notwithstanding anything to the contrary in this ~~Section 3.2(a)(1)~~, the Limited Partner may, in its sole discretion, pay a portion of the First Installment equal to the amount required to pay actual Project costs that have been incurred at anytime prior to the above conditions having been met. Any portion of the First Installment that is not paid due to the application of the preceding sentence will be held by Limited Partner and paid as and when actual Project costs intended to be funded by the First Installment are incurred and the above conditions have been met.

The proceeds of the First Installment shall be deposited into a designated account in the name of the Partnership with the Construction Lender to be used in accordance with the Credit Support and Funding Agreement entered into by and between the Partnership and the Construction Lender.

(ii) Upon the satisfaction of all of the following conditions, the Limited Partner shall pay to the Partnership \$2,292,342 in cash (the "Second Installment"):

- (a) Satisfactory completion of 50% of the construction of the Project as evidenced by the construction disbursement documents and approved by the Asset Manager's construction inspector, and as further evidenced by the delivery of a certificate from the Architect and the General Contractor confirming those costs and lien waivers relating to those costs;
- (b) Receipt of the Carryover Allocation Documents, if not previously provided, and approval of such Documents by the Asset Manager's tax counsel;
- (c) Receipt by the Asset Manager of all documents set forth in the Post-Closing Document Delivery Agreement;
- (d) Satisfaction of all of the conditions to the payment of all prior installments pursuant to ~~Sections 3.2.1 and 3.2.2~~, as applicable;

- (e) Receipt and approval by the Asset Manager of any outstanding delivery items required by this Partnership Agreement; and
- (f) March 15, 2011.

Notwithstanding anything to the contrary in this ~~Section 3.2(a)(ii)~~, the Limited Partner may, in its sole discretion, pay a portion of the Second Installment equal to the amount required to pay actual Project costs that have been incurred at any time prior to the above conditions having been met. Any portion of the Second Installment that is not paid due to the application of the preceding sentence will be held by Limited Partner and paid as and when actual Project costs intended to be funded by the Second Installment are incurred and the above conditions have been met.

The proceeds of the Second Installment shall be deposited into a designated account in the name of the Partnership with the Construction Lender to be used in accordance with the Credit Support and Funding Agreement entered into by and between the Partnership and the Construction Lender.

(iii) Upon the satisfaction of all of the following conditions, the Limited Partner shall pay to the Partnership \$3,438,512 in cash (the "Third Installment"):

- (a) Satisfactory completion of One-Hundred percent (100%) of the construction of the Project as evidenced by the construction disbursement documents and approved by the Asset Manager's construction inspector, and as further evidenced by the delivery of a certificate from the Architect and the General Contractor confirming those costs and lien waivers relating to those costs;
- (b) Receipt and approval by the Asset Manager of all draft Permanent Loan Documents and, if applicable, a letter from the Construction Lender setting forth the amount required for the repayment in full of the Construction Loan and the requisite account wiring information with respect to where such funds must be deposited;
- (c) Receipt by the Asset Manager of Certificates of Occupancy for all Project Residential Units and, if applicable, all commercial space;

- (d) Receipt by the Asset Manager of an architect's certification indicating that all the work has been substantially completed in accordance with the plans and specifications provided to, and approved by, the Asset Manager;
- (e) Receipt of a satisfactory draft Cost Certification for the Project prepared by the Project Accountant, verifying the Tax Credit basis;
- (f) Completion of any outstanding punch list items to the satisfaction of the Asset Manager;
- (g) Receipt of a final Owner's Title Insurance Policy in form satisfactory to the Asset Manager, or if the Owner's Title Insurance Policy was issued earlier, a title report indicating that the status of title has not changed adversely, as determined by the Asset Manager;
- (h) Receipt of an ALTA "As-Built" Survey of the Project in form satisfactory to the Asset Manager;
- (i) Receipt of final lien waivers from the general contractor in form satisfactory to the Asset Manager;
- (j) Receipt of an opinion from the General Partner's counsel regarding the availability of such tax-abatement;
- (k) Receipt by the Asset Manager of satisfactory Environmental Certification in the form provided by the Asset Manager;
- (l) Satisfaction of all of the conditions to the payment of all prior installments pursuant to Sections 3.2.1 and 3.2.2, as applicable;
- (m) Receipt and approval by the Asset Manager of any outstanding delivery items required by this Partnership Agreement; and
- (n) February 15, 2012.

Notwithstanding anything to the contrary in this ~~Section 3.2(a)(ii)~~, the Limited Partner may, in its sole discretion, pay a portion of the Third Installment equal to the amount required to pay actual Project costs that have been incurred at anytime prior to the above conditions having been met. Any portion of the Third Installment that is not paid due to the application of the preceding sentence

will be held by Limited Partner and paid as and when actual Project costs intended to be funded by the Third Installment are incurred and the above conditions have been met.

The proceeds of the Third Installment shall be deposited into a designated account in the name of the Partnership with the Construction Lender to be used in accordance with the Credit Support and Funding Agreement entered into by and between the Partnership and the Construction Lender.

(iv) Upon the satisfaction of all of the following conditions, the Limited Partner shall pay to the Partnership \$1,376,806 in cash (the "Fourth Installment"):

- (a) Receipt by the Asset Manager of executed Permanent Loan Documents that have been previously approved by the Asset Manager;
- (b) Receipt by the Asset Manager of satisfactory evidence of the General Partner's performance under the Permanent Loan Conversion Guaranty;
- (c) Verification to the satisfaction of the Asset Manager that the Project has achieved Stabilized Occupancy;
- (d) Receipt by the Asset Manager of satisfactory evidence that all reserves, including, but not limited to, the Lease-up Reserve Account, the Operating Reserve Account and Replacement Reserve Account have been established by the General Partner and funded at the required levels (the funding levels may be met with funds from this installment);
- (e) Verification to the satisfaction of the Asset Manager that Qualified Occupancy of 90% of the Project Tax Credit Units and 50% occupancy of all Project Market Rate Units have been achieved;
- (f) Receipt of a satisfactory final Cost Certification for the Project prepared by the Project Accountant, verifying the Tax Credit basis;
- (g) Satisfaction of all of the conditions to the payment of all prior installments pursuant to Sections 3.2.1 and 3.2.2, as applicable;

- (h) Receipt and approval by the Asset Manager of any outstanding delivery items required by this Partnership Agreement; and
- (i) May 15, 2012.

\$68,510 of this installment shall be used to fund the Partnership Lease-up Reserve Account; \$199,000 of this installment shall be used to fund the Partnership Operating Reserve Account, and \$8,125 shall be used to fund the Partnership Replacement Reserve Account. The remaining proceeds of the Fourth Installment shall be deposited into a designated account in the name of the Partnership with the Construction Lender to be used in accordance with the Credit Support and Funding Agreement entered into by and between the Partnership and the Construction Lender.

Notwithstanding anything to the contrary in Section 3.2 above, the Asset Manager may, in its sole and absolute discretion, waive any one or more of the requirements set forth in ~~Section 3.2.1(i)-(iv)~~ above and pay that installment of Project Equity; provided, however, any requirement that is waived must be satisfied prior to the payment by the Limited Partner of the respective Developer Fee Equity pursuant to ~~Section 3.2.2(i)-(v)~~ below.

3.2.2 Non-Deferred Developer Fee Equity. The Partnership shall pay to the Developer the Developer Fee upon satisfaction of the terms and conditions set forth in the Development Agreement and this Partnership Agreement. Such Developer Fee shall be payable under this Section 3.2.2 in the amount not to exceed the Non-Deferred Developer Fee Equity. Any amount in excess of the Non-Deferred Developer Fee Equity shall be deferred pursuant to this Section 3.2.2.

(i) Upon (A) the satisfaction of all of the requirements set forth in ~~Section 3.2.1(i)~~ above, and (B) receipt by the Asset Manager of satisfactory evidence that construction and/or rehabilitation of the Project has commenced, the Limited Partner shall pay to the Partnership \$135,282 in cash which shall be used by the Partnership to pay a portion of the Developer Fee that is payable under the Development Agreement (the "First Developer Fee Installment").

(ii) Upon the satisfaction of all of the requirements set forth in ~~Section 3.2.1(iii)~~ and ~~Section 3.2.2(i)~~ above, and all of the following requirements, the Limited Partner shall pay to the Partnership \$225,471 in cash which sum shall be used by the Partnership to pay a portion of the Developer Fee that is payable under the Development Agreement (the "Second Developer Fee Installment").

- (a) Verification to the satisfaction of the Asset Manager that Qualified Occupancy of 100% of the Project Tax Credit

Units and 80% occupancy of all Project Market Rate Units have been achieved; and

- (b) Receipt of satisfactory evidence that all asbestos containing materials have been properly abated in accordance with all applicable federal, state, and local statutes, laws, rules, regulations, and ordinances.

(iii) Upon the satisfaction of all of the requirements set forth in Section 3.2.1(iv) and Section 3.2.2(ii) above, the Limited Partner shall pay to the Partnership \$255,470 in cash which sum shall be used by the Partnership to pay a portion of the Developer Fee that is payable under the Development Agreement (the "Third Developer Fee Installment").

(iv) Upon the satisfaction of all of the requirements set forth in Section 3.2.2(iii) above, and all of the following requirements, the Limited Partner shall pay to the Partnership \$270,565 in cash which sum shall be used by the Partnership to pay a portion of the Developer Fee that is payable under the Development Agreement (the "Fourth Developer Fee Installment").

- (a) Receipt by the Asset Manager of a fully executed Form 8609 (including an executed Part 2) issued for each building in the Project;
- (b) Receipt by the Asset Manager of the filed Extended Use Agreement;
- (c) Receipt by the Asset Manager of recorded copies of all previously executed Permanent Loan(s) Documents;
- (d) Satisfaction of all of the conditions to the payment of all prior installments pursuant to Sections 3.2.1 and 3.2.2, as applicable;
- (e) Receipt and approval by the Asset Manager of any outstanding delivery items required by this Partnership Agreement; and
- (f) August 15, 2012.

(v) Upon the satisfaction of all of the requirements set forth in Section 3.2.2(iv) above, and all of the following requirements, the Limited Partner shall pay to the Partnership \$45,094 in cash which sum shall be used by the Partnership to pay a portion of the Developer Fee that is payable under the Development Agreement (the "Fifth Developer Fee Installment").

Cash Flow Waterfall

ARTICLE 5: DISTRIBUTIONS

Section 5.1 Distribution of Cash Flow.

5.1.1 Cash Flow shall be paid, prior to the making of any distributions pursuant to Section 5.1.2 hereof, in the following order and priority:

(i) To the Limited Partner to the extent of any amount which the Limited Partner is entitled to receive in order to satisfy any amounts owed to it pursuant to Section 6.9 hereof;

(ii) To the Asset Manager to pay any accrued and payable Asset Management Fees;

(iii) To pay any accrued and unpaid principal and interest on loans made by the Limited Partner pursuant to Section 3.7;

(iv) To the Operating Reserve Account until such time as such account is replenished up to the Operating Reserve Target Amount;

(v) To the Developer to pay any unpaid balance on the Deferred Development Fee;

(vi) To repay any accrued and unpaid principal and interest on loans made by the General Partner pursuant to Section 3.7;

(vii) To the General Partner in the amount of \$10,000 (increasing 3% annually) as a Partnership Management Fee, on a cumulative basis;

(viii) To the General Partner (in the order of loans made, with earlier loans repaid in full before subsequent loans are repaid) to repay any amounts treated as loans to the Partnership (without interest) by the General Partner pursuant to ~~Section 6.4.6(i), 6.4.6(ii) or 6.4.6(iii)~~ and not yet repaid; and

(ix) To the Subordinate Cash Flow Lender in payment of their Subordinate Cash Flow Loans pursuant to the Subordinate Cash Flow Loan Documents.

5.1.2 After making the payments described in ~~Section 5.1.1~~ hereof, the remaining Cash Flow, if any, shall be distributed to the Partners in accordance with the following percentages:

Adjusters

Agreement, including, without limitation, those contained in Section 6.3 hereof. In addition to the foregoing indemnification, the Partnership and/or the Limited Partner may pursue any other available legal or equitable remedy against the General Partner with respect to the General Partner's breach of any of the representations, warranties, or covenants contained herein, including, without limitation, the Limited Partner's deferral of the payment of its Capital Contribution pursuant to Section 3.2. The General Partner shall defend, indemnify and hold harmless the Limited Partner for any liability incurred by it for Partnership obligations (including, without limitation, the Loan Documents), except to the extent that either (i) a court of competent jurisdiction, or (ii) a mediator mutually selected by both the General Partner and the Limited Partner, has made a determination that such liability is the result of actions taken by the Limited Partner or rights exercised by the Limited Partner with respect to the operation of the Limited Partner in excess of those actions and rights granted or allowed under this Partnership Agreement or the Act. The General Partner's obligations described in this Section 6.8 shall survive the termination and/or liquidation of the Partnership.

6.8.4 The General Partner hereby agrees to defend, indemnify, and hold harmless the Partnership and the Limited Partner and their successors and assigns, from and against any loss, claims, demands, liabilities, lawsuits and other proceedings, judgments, awards, costs, and expenses including, without limitation, attorneys' fees or damages (including foreseen and unforeseen damages and consequential damages) arising directly or indirectly out of the use of Foreign Drywall in the construction of the Project.

6.8.5 The Partnership shall indemnify, defend, and hold harmless, to the extent of any available insurance proceeds, the General Partner from and against any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) arising out of any acts performed in good faith and within the scope of authority of the General Partner pursuant to this Partnership Agreement; provided, however, that the General Partner shall be liable for its actions and/or omissions to the extent they are attributable to (i) gross negligence, fraud, willful misconduct, (ii) a knowing or intentional violation of law, (iii) a breach of any representation, warranty or covenant under this Agreement, (iv) breach of fiduciary duty, or (v) actions performed outside the scope of its authority as set forth herein.

Section 6.9 Credit Adjusters.

6.9.1 Permanent Reduction in Tax Credits. If, as of the end of the first year of the Credit Period and based upon the Cost Certification prepared by the Accountant or the IRS Form(s) 8609 for the Project, it is determined that the amount of Actual Tax Credits over the Credit Period for the Project will be less than the Projected Tax Credits over the Credit Period (a "Permanent Credit Reduction"), then there will be a reduction (the "Permanent Credit Reduction Adjustment") in the Limited Partner's Capital Contribution in an amount equal to the product of (i) the Permanent Credit Reduction and (ii) \$0.6711. The Permanent Credit Reduction means the amount by which the Actual Tax Credits are or will be less than the Projected Tax Credits over the

Credit Period due to (A) the actual Applicable Percentage being less than projected; (B) the actual Eligible Basis being less than projected; (C) the actual Qualified Basis as of the end of the first year of the Credit Period being less than the projected Qualified Basis; (D) the actual final allocation of Tax Credits as indicated on Form 8609 being less than the Projected Tax Credits; or (E) any combination of the above. This Permanent Credit Reduction Adjustment shall be made, at the option of the Limited Partner, by first decreasing the amount, if any, of the Limited Partner's Capital Contribution installment next due, and, if necessary, further installments (reducing the earliest ones first) by the amount of the Permanent Credit Reduction Adjustment. In the event that there are no remaining Limited Partner Capital Contributions, or the Permanent Credit Reduction Adjustment required hereunder exceeds the remaining Capital Contributions of the Limited Partner, or the Limited Partner elects not to offset the Permanent Credit Reduction Adjustment against the remaining Limited Partner Capital Contribution installments, the General Partner shall immediately make a Capital Contribution to the Partnership in an amount necessary for the Partnership to make the Permanent Credit Reduction Adjustment, followed by an immediate distribution in such amount by the Partnership to the Limited Partner, unless it is determined by the Limited Partner's tax counsel that such a distribution would cause the Partnership profits, losses, and credits to be allocated other than in accordance with the percentage interests of the Partners, in which event the General Partner shall pay directly to the Limited Partner an amount which, on an after-tax basis, will be equal to the Permanent Credit Reduction Adjustment. In the event that any Capital Contribution installments are reduced or General Partner payments are required to be made under this Section 6.9.1, the Projections attached hereto as Appendix I will be correspondingly revised and will be considered amendments and determinative of the "Projected Tax Credits" and other amounts set forth herein if there is a conflict between any amounts set forth therein and in this Partnership Agreement.

6.9.2 Timing Difference in Tax Credits (Downward). If, for the Projected First Tax Credit Year, any portion of the Projected Tax Credits cannot be claimed (as determined by the Accountant) by the Limited Partner during such Projected First Tax Credit Year, but must be delayed and taken in a later year or years of the Compliance Period, then the Limited Partner shall reduce its Capital Contribution by an amount equal to the amount by which the Projected Tax Credits for the Projected First Tax Credit Year exceeds the Actual Tax Credits for such year less the present value of the additional Actual Tax Credits to be received in the eleventh (11) year of the Compliance Period, calculated using a discount rate of ten percent (10%), determined on a quarterly basis (the "Timing Reduction"). This Timing Reduction is intended to compensate the Limited Partner for the reduced present value of such delayed Tax Credits. No adjustment shall be made under this Section 6.9.2 for any shortfall in Tax Credits for which an adjustment is already made pursuant to ~~Section~~ 6.9.1. In the event that there are no remaining Limited Partner Capital Contributions, or the Timing Reduction required hereunder exceeds the remaining Capital Contributions of the Limited Partner, or the Limited Partner elects not to offset the Timing Reduction against the remaining Limited Partner Capital Contribution installments, the General Partner shall immediately make a Capital Contribution to the Partnership in an amount necessary for the Partnership to make the

Timing Reduction, followed by an immediate distribution in such amount by the Partnership to the Limited Partner, unless it is determined by the Limited Partner's Tax counsel that such a distribution would cause the Partnership profits, losses, and credits to be allocated other than in accordance with the percentage interests of the Partners, in which event the General Partner shall pay directly to the Limited Partner an amount which, on an after-tax basis will be equal to the Timing Reduction.

6.9.3 Ongoing Tax Credit Shortfall. If, for any fiscal year after the Projected First Tax Credit Year, for any reason whatsoever (1) the Actual Tax Credits are, on a cumulative basis, less than the Projected Tax Credits (as adjusted in any revised Projections prepared pursuant to Section 6.9.1 or Section 6.9.2) for such fiscal year or (2) a Limited Partner is required to recapture (resulting from other than a transfer of part or all of the Limited Partner's Partnership Interest) all or any part of the Tax Credits claimed by it in any prior fiscal year of the Partnership (the "Credit Shortfall"), then, at the option of the Limited Partner, the Limited Partner's Capital Contributions shall be reduced in chronological order in an amount (the "Credit Reduction Payment") equal to the sum of One Dollar (\$1.00) times (i) the difference between (A) the Projected Tax Credits (as adjusted in any revised Projections prepared in connection with Section 6.9.1 or Section 6.9.2) for the fiscal year and all subsequent fiscal years, and (B) the Actual Tax Credits for such fiscal year and the Tax Credits projected by the Accountant as being available to the Limited Partner for all subsequent fiscal years, and (ii) the amount of the Tax Credits recaptured in such fiscal year, plus the amount of any interest or penalty payable by the Limited Partner as a result of the recapture. In the event there are no remaining Capital Contributions or the Credit Reduction Payment exceeds the amount of remaining Capital Contributions of the Limited Partner, or the Limited Partner elects not to offset the Credit Reduction Payment against the remaining Limited Partner Capital Contribution payments, the General Partner shall immediately make a Capital Contribution to the Partnership in an amount equal to the Credit Reduction Payment or the unpaid portion thereof, and the Credit Reduction Payment shall be immediately distributed to the Limited Partner and shall neither constitute nor be limited by the distribution limits for Cash Flow, pursuant to Section 5.1, hereof, or for Net Cash from Sales and Refinancings, pursuant to Section 5.2, hereof.

6.9.4 Permanent Increase in Tax Credits. If it is determined that the amount of Actual Tax Credits over the Credit Period for the Project will be greater than the Projected Tax Credits over the Credit Period (such difference being defined herein as the "Permanent Credit Increase") and the Asset Manager is provided with satisfactory written documentation to evidence the allocation of the Permanent Credit Increase, the Limited Partner will increase its Capital Contribution by an amount that is equal to the product of (i) the Permanent Credit Increase, and (ii) the then prevailing market price as determined by the Limited Partner in its sole reasonable discretion, subject to the following conditions: (i) such increase will be limited to a one-time increase and will occur during the six (6) month period following the issuance of a final certificate of occupancy for all Residential Units; and (ii) such increase will be made only if the Limited Partner, in the exercise of its sole discretion, determines that it has sufficient funds to make the additional Capital Contribution.

6.9.5 Limitation on Upward Adjuster. Notwithstanding anything to the contrary contained herein, in no event shall the increase in the Limited Partner's Capital Contribution pursuant to Sections 6.9.4 exceed, in the aggregate, five percent (5%) of the Limited Partner's Capital Contribution as set forth in the Projections in effect on the date of this Partnership Agreement (i.e., no subsequent increases in the Limited Partner's Capital Contribution shall be taken into account for purposes of calculating the five percent (5%) limitation).

6.9.6 Repurchase. Notwithstanding anything contained herein to the contrary, in the event that (1) the Project Property does not generate any Tax Credits during calendar year 2012 for any reason whatsoever, (2) Construction Completion and Placement in Service of all buildings are not achieved, or in the reasonable judgment of the Limited Partner, based on all of the relevant facts and circumstances, will not be achieved on or before December 31, 2011 (which in no event shall exceed the end of the second year after the year in which the Project receives a Tax Credit allocation pursuant to Section 42(h)(1)(E) of the Code or by the date required by any Lender or State Agency), (3) the Partnership fails to comply with the minimum set-aside test and/or the rent restriction test (as described in Section 42(g) of the Code) before the end of the first year of the Credit Period, (4) Stabilized Occupancy does not occur within twelve (12) months of Construction Completion, unless the General Partner (i) funds all Operating Deficits until Stabilized Occupancy occurs, and (ii) provides documentation reasonably acceptable to the Asset Manager that all of the terms and conditions of all previously committed Project financing remain in full force and effect and will not be adversely affected by the amount of time required to achieve Stabilized Occupancy, (5) unless the Project is financed with tax-exempt bonds, the Partnership's basis in the Project Property for federal income tax purposes, as finally determined by the Accountant or pursuant to an audit by the IRS, as of the date by which all required steps must be taken for the Project to receive a Carryover Allocation of Tax Credits, was not 10% of the Partnership's reasonably expected basis in the Project Property, as required pursuant to Section 42(h)(1)(E) of the Code, (6) proceedings have been commenced, filed or initiated to foreclose the Construction Loan mortgage or permanently enjoin construction or rehabilitation of the Project and such proceedings have not been stayed or vacated within thirty (30) days of commencement, filing or initiation, (7) if the Project is financed with tax-exempt bonds, 50% or more of the aggregate basis of the Project buildings and the land on which the Project is located is not financed by the tax-exempt obligation on or before the end of the first year of the Credit Period, (8) the General Partner fails to deliver to the Asset Manager a Form 8609 for each building in the Project on or before the date by which the General Partner is required to deliver to the Asset Manager the Tax Return Documents for the first year of the Credit Period pursuant to Section 8.4.3 (provided, however, that for purposes of this ~~Section 6.9.6~~, such date may be extended at the reasonable discretion of the Asset Manager for so long as the General Partner continues to make diligent efforts to obtain each such Form 8609 from the State Housing Finance Agency, but in no event shall such date be extended beyond the date by which the General Partner is required to deliver to the Asset Manager the Tax Return Documents for the second year of the Credit Period, pursuant to Section 8.4.3), (9) the General Partner or Guarantor fails to provide or cause to be provided any funds required to be

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ATTACHMENT II

PROJECT UNIT CHARACTERISTICS

Termination Date for Extended Use Period: December 31, 2041.

(A) The termination of the Extended Use Period pursuant to subparagraph 4(a) shall not be construed to permit before the close of the three-year period following such termination:

- (i) The eviction or termination of tenancy (other than for good cause) of an existing tenant of any Low Income Unit, or
- (ii) Any increase in the gross rent with respect to such Low Income Unit not otherwise permitted by the Code.

(B) Low Income Housing Tax Credit Program Occupancy Restrictions:

This paragraph sets forth the occupancy restrictions for the Low Income Housing Tax Credit Program (see 26 U.S.C. § 42 and Treasury Regulation § 1.42 et seq.). Pursuant to the commitments made in the application submitted for the Project, the following occupancy restrictions must be satisfied for the Project not later than the close of the first year of the credit period for such Project. With respect to determining income and qualifying tenants for the State preference categories listed below, the Department will utilize the federal requirements and procedures applied in determining compliance with the "20/50" and "40/60" tests, e.g., the 140% rule and the Available Unit rule, provided however, the Available Unit rule for State preferences may be applied Project wide and is not restricted to each building. For purposes of Attachment II, income shall mean household income.

Pursuant to the requirements of the Federal law, the following occupancy restrictions must be satisfied for each building in the Project not later than the close of the first year of the credit period for such building as determined pursuant to Section 42(f)(1) of the Code.

- (i) In addition to any set-asides stated above, at least Twenty-one (21) Low-Income Residential Rental Units in the Project shall be occupied (or treated as occupied as provided herein) by individuals or families whose income is 40% or less of the area median gross income as determined in accordance with the Code (said tenants to be referred to herein, collectively, as "40% AMGI low-income tenants"). One (1) zero-bedroom unit, Five (5) one-bedroom units, Six (6) two-bedroom units, and Nine (9) three-bedroom units will be occupied by individuals or families whose income meets the above referenced AMGI. The determination of whether an individual or family is a 40% AMGI low-income tenant shall be made at least annually on the basis of the current certified income of such 40% AMGI low-income tenant(s) and the current year applicable income limit. Any Low-Income Residential Rental Unit occupied by a individual or family who is a 40% AMGI low-income tenant at the commencement of occupancy shall continue to be treated as if occupied by a 40% AMGI low-income tenant so long as the qualifying tenant's income does not increase above 140% of the current year applicable income limit. For each qualifying tenant whose income subsequently exceeds 140% of the current year applicable income limit, such qualifying tenant's Low-Income Residential Rental Unit will continue to be treated as if occupied by a 40% AMGI low-income tenant so

long as during the period of noncompliance each available Low-Income Residential Rental Unit of a comparable or smaller size is rented to a tenant who is a 40% AMGI low-income tenant. Once the percentage of Low-Income Residential Rental Units in the project (excluding the over-income units) equals the percentage of Low-Income Residential Rental Units which are required to be rented pursuant to this agreement to 40% AMGI low-income tenants, failure to maintain the over-income units as low-income units has no significance.

- (ii) In addition to any set-asides stated above, at least Twenty-seven (27) Low-Income Residential Rental Units in the Project shall be occupied (or treated as occupied as provided herein) by individuals or families whose income is 50% or less of the area median gross income as determined in accordance with the Code (said tenants to be referred to herein, collectively, as "50% AMGI low-income tenants"). Two (2) ~~zero~~-bedroom units, Five (5) ~~one~~-bedroom units, Six (6) ~~two~~-bedroom units, and Fourteen (14) ~~three~~-bedroom units will be occupied by individuals or families whose income meets the above referenced AMGI. The determination of whether an individual or family is a 50% AMGI low-income tenant shall be made at least annually on the basis of the current certified income of such 50% AMGI low-income tenant(s) and the current year applicable income limit. Any Low-Income Residential Rental Unit occupied by a individual or family who is a 50% AMGI low-income tenant at the commencement of occupancy shall continue to be treated as if occupied by a 50% AMGI low-income tenant so long as the qualifying tenant's income does not increase above 80% of the current year applicable income limit. For each qualifying tenant whose income subsequently exceeds 80% of the current year applicable income limit, such qualifying tenant's Low-Income Residential Rental Unit will continue to be treated as if occupied by a 50% AMGI low-income tenant so long as during the period of noncompliance each available Low-Income Residential Rental Unit of a comparable or smaller size is rented to a tenant who is a 50% AMGI low-income tenant. Once the percentage of Low-Income Residential Rental Units in the Project (excluding the over-income units) equals the percentage of Low-Income Residential Rental Units which are required to be rented pursuant to this agreement to 50% AMGI low-income tenants, failure to maintain the over-income units as low-income units has no significance.
- (iii) In addition to any set-asides stated above, all the remaining Low-Income Residential Rental Units (i.e., Ten (10) units in the event there is a unit occupied by a manager of the Project, otherwise Eleven (11) units) in each participating building of the Project shall be occupied (or treated as occupied as provided herein) by individuals or families whose income is 60% or less of the area median gross income as determined in accordance with the Code (said tenants to be referred to herein, collectively, as "60% AMGI low-income tenants"). One (1) ~~zero~~-bedroom unit, Five (5) ~~one~~-bedroom units, Four (4) ~~two~~-bedroom units, and One (1) ~~three~~-bedroom units will be occupied by individuals or families whose income meets the above referenced AMGI. The determination of whether an individual or family is a 60% AMGI low-income tenant shall be made at least annually on the basis of the current certified income of such 60% AMGI low-income tenant(s) and the initial applicable income limit. Any Low-Income Residential Rental Unit occupied by a individual or family who is a 60% AMGI low-income tenant at the commencement of occupancy shall continue to be treated as if occupied by a 60% AMGI low-income tenant so long as the qualifying tenant's income does not increase above 140% of the initial applicable income limit. For each qualifying tenant whose income subsequently exceeds 140% of the initial applicable income limit, such qualifying tenant's Low-Income Residential Rental Unit will continue to be treated as if occupied by a 60% AMGI low-

income tenant so long as during the period of noncompliance each available Low-Income Residential Rental Unit of a comparable or smaller size is rented to a tenant who is a 60% AMGI low-income tenant. Once the percentage of Low-Income Residential Rental Units in each building of the Project (excluding the over-income units) equals the percentage of Low-Income Residential Rental Units which are required to be rented pursuant to this agreement to 60% AMGI low-income tenants, failure to maintain the over-income units as low-income units has no significance.

(C) Effect of Other Declarations. In the event that HOME Investment Partnership program or Arizona State Housing Trust Fund affordability or other requirements arise under a separate declaration, then the more restrictive requirements shall apply. Upon the expiration or termination of any such declaration during the term of this Agreement, the affordability and other requirements of this Agreement shall apply to any unit bound by the expiring or terminating declaration.

(D) Over-income units may be converted to market rate units without violating the Available Unit Rule if there are enough Residential Rental Units such that the over-income units are not needed to meet the total low-income units for which the total credit for the building are based.

(E) As a condition to occupancy, each person who is intended to be a low-income Tenant shall be required to sign and deliver to the Owner a Resident Certification Form in the form of Exhibit E of the Compliance Manual. In addition, such person shall be required to provide whatever other information, documentation or certifications deemed necessary by the Department to substantiate the income certification.

(F) The form of lease to be utilized by the Owner in renting any Residential Rental Units in the Project to any person who is intended to be a low-income tenant shall provide for immediate termination of the lease and eviction in accordance with Arizona Revised Statutes for failure to qualify as a low-income tenant as a result of any material misrepresentation made by such person with respect to the income certification, or any material misrepresentation made in conjunction with execution of the lease or the failure by such tenant to execute an income certification at least annually.

(G) Income certifications shall be maintained on file at the Project with respect to each low-income tenant who resides in a Low Income Unit or resided therein during the immediately preceding calendar year, and the Owner will, promptly upon receipt, file a copy thereof with the Department if so requested by the Department.

(H) At least Five (5)% of the Low Income Residential Rental Units of the Project shall be occupied (or treated as occupied) by individuals or individuals or families, where at least one member of the individual or family meets one or more of the following criteria (enter number of Residential Rental Units after each):

- i. Homeless Individual(s) or families: a person(s) who has lived a) in places not meant for human habitation such as cars, parks, sidewalks, abandoned buildings, etc.; b) in an emergency shelter facility; c) in a transitional housing facility (not permanent housing (Zero (0) Residential Rental Units);
- ii. Seriously Mentally Ill Persons, i.e., adults whose emotional or behavioral functioning is so impaired as to interfere with their capacity to remain in the community without supportive treatment. The mental impairment is severe and persistent and may result in a limitation

of their functional capacities for primary activities of daily living, interpersonal relationships, homemaking, self-care, employment or recreation. The mental impairment may limit their ability to seek or receive local, state or federal assistance such as housing, medical and dental care, rehabilitation services, income assistance, or protective services (Zero (0) Residential Rental Units);

- iii. Seriously Emotionally Disturbed, i.e., persons between birth and age 18 who currently or at any time during the past year have had a diagnosable mental, behavioral, or emotional disorder that resulted in a functional impairment which substantially interferes with or limits the person's role or functioning in family, school, or community activities. Seriously emotionally disturbed persons are to be certified by a referral agency recognized by the Department. (Zero (0) Residential Rental Units);
- iv. Developmentally Disabled Persons suffering from a severe, chronic condition attributable to a physical or mental impairment manifesting itself before the age of 22 and likely to continue indefinitely. Developmentally Disabled Persons are to be certified by a referral agency recognized by the Department. (Zero (0) Residential Rental Units);
- v. Victims of AIDS/HIV, as certified by a licensed M.D. (Zero (0) Residential Rental Units)
- vi. Victims of domestic violence, as certified by referral agency recognized by the Department (Zero (0) Residential Rental Units).
- vii. Victims of chronic substance abuse, as certified by a referral agency recognized by the Department (Four (4) Residential Rental Units)
- viii. Physically Disabled Persons suffering from a physical impairment that substantially limits one or more major life activity or have a record of such impairment (Zero () Residential Rental Units)

(I) At least Zero (0)% of the Low Income Residential Rental Units of the Project shall be occupied (or treated as occupied) by individuals or families, where at least one individual in each unit will be 55 years of age or older.

(J) At least Zero (0)% of the Low Income Residential Rental Units of the Project shall be occupied (or treated as occupied) by individuals in each unit who are 62 years of age or older and are receiving supportive services.

Management Units. The Owner acknowledges that the Project will contain Sixty-Five (65) residential units, of which Zero (0) are occupied by a manager or maintenance individual and are considered management unit included in the common area, leaving Sixty-Five (65) rent-commanding units. Of the Sixty-Five (65) rent-commanding units, Six (6) are to be rented at market rates and Fifty-Nine (59) at restricted, low-income rents.

Amenities and Design Features: The Owner acknowledges that the following amenities and design features will be included in the Project upon completion of construction:

The Project will contain Gross Floor Area of 100,283 square feet and Net Rentable Area of 60,550 square feet. The project will consist of One (1) five-story building containing residential units. The project's unit mix will include Six (6) zero bedroom one bathroom units, each containing 550 square feet; Seventeen (17) one bedroom one bathroom units each containing 770 square feet; Eighteen (18) two-bedroom one bathroom units each containing 880 square feet; and Twenty-four (24) three bedroom two bathroom units each containing 1,180 square feet. Project parking will consist of fifty-two (52) total spaces.

Agreed upon Amenities for the project will be as follows:

Range	Refrigerator	Dishwasher
Disposal	Kitchen Exhaust Fan	Microwave
Window Coverings	Air Conditioner	Washer & Dryer Appliances in select 2 & 3 bedroom units only

Agreed upon Design Features specifically installed in the project include:

Community Room	Common Laundry Area	Gated Community
Tenant Services	Playground	BBQ Area
Parking Garage (23,242 SF)	Business Center	Fifth Floor Deck