



May 16, 2025

Renee Sandell
Oakland Place RAD 2024, LLC
2730 Cumberland Blvd. SE
Smyrna, GA 30080

RE: Oakland Place – Equity Funding
Florence, SC

Dear Renee:

We are pleased that you are submitting an application for 9% Federal LIHTC's for Oakland Place Apartments in Florence, SC. The information you provided to me shows that you will demolish and reconstruct 64 apartments that will be set-aside at an average of 60% of the AMI or below utilizing the 40% at 60% of AMI set-aside. U.S. Bancorp Community Development Corporation (USBCDC) would welcome the opportunity to provide this preliminary letter to provide the federal and state low income housing tax credit equity for this development.

Your package shows that the project can support annual federal LIHTCs of \$1,750,000 and annual state LIHTCs of \$146,000. If the investment were closing today, we would propose preliminary pricing of about \$0.825 for the federal credits and \$0.48 for the state credits. USBCDC may adjust the price between credit types, but the total will equal \$1.3050. Assuming a 99.99% combined federal and state limited partner interest in the limited partnership, federal equity would be \$14,436,056 and state equity would be \$700,730 with a combined equity of \$15,136,786. USBCDC would receive total Federal LIHTCs of \$17,498,250 and total State LIHTCs of \$1,459,854. Firm pricing would be based on USBCDC's investment needs and market conditions at the time of closing.

The proposed equity pay-in is shown in the chart below.

Equity Installments							
Quarter paid		LIHTC				Total	% of
	Milestone	Federal	State	State			
1st 5/1/2026	Closing	\$2,165,408	\$105,110	\$0	\$2,270,518		15%
2nd 7/1/2027	Perm CO	\$8,661,634	\$420,438	\$0	\$9,082,072		60%
4th 5/1/2028	Stabilization	\$3,509,014	\$75,182	\$0	\$3,584,196		24%
5th 12/1/2028	8609	\$100,000	\$100,000	\$0	\$200,000		1.3%
Total		\$14,436,056	\$700,730	\$0	\$15,136,786		100%

USBCDC will charge a minimum annual asset management fee equal to \$7,000 trending at 10% every 5 years. Additionally, USBCDC's operating reserve will be equal to \$383,202 which is equal to 6 months of operating expenses, replacement reserves and "hard" debt service. Additionally, the annual replacement reserve will not be less than \$300 per unit per month.

Cash Flow remaining after payment of Partnership operating expenses, debt service and reserves required by the Lender(s) will be distributed in the below priority order. A final cash flow allocation schedule will be completed in consultation with the GP, Lender(s), and USBCDC's legal counsel.

1.	To pay USBCDC an annual Asset Management Fee of \$7,000 , indexed 10% every 5 years
2.	To pay to USBCDC Credit Deficiencies and Tax Equivalency Payments, including, without limitation, amounts owed due to Change in Law
3.	To pay any Default Cash Flow Priority then due, if any
4.	To fund or replenish the Replacement and Operating Reserve Accounts, if applicable

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5.	To USBCDC to repay any Limited Partner Loans
6.	To pay unpaid Development Fee and accrued interest, if applicable
7.	To make debt service payments to Subordinate Lenders, if applicable
8.	To the GP to repay any GP Loans and other guaranty advances
9.	To pay the GP a Partnership Management Fee, payable solely from up to 90% of remaining cash flow, subject to review and approval by tax counsel. This fee is non-accruing and payable only from available Cash Flow.
10.	The balance to the GP and LP in accordance with their Percentage Interests

Sale or Refinance

Upon the sale of the Project or a refinancing of the Project, net proceeds will be allocated in accordance with the following priority:

1.	To USBCDC to pay any liabilities and/or obligations owing to USBCDC as set forth in the Partnership Agreement, including, without limitation, Credit Deficiencies arising from Change in Law, Asset Management Fees, Tax Equivalency Payments, as well as taxes in connection with the sale.
2.	To the Developer, the amount of any unpaid Deferred Development Fee (and all accrued and unpaid interest thereon).
3.	To the GP, the amount of any unpaid Development Advance, Credit Deficit Advance, Operating Deficit Advance, Fee Guaranty Advance and any other loans of the GP; and
4.	The balance, 90% to the GP and 10% to USBCDC.

Please keep me informed as this project moves forward. We look forward to expanding our relationship with Oakland Place RAD 2024, LLC. If I can assist in anyway, please do not hesitate to call me at (561) 573-9341.

Sincerely,



John J. Lisella
Senior Vice President