

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into effective as of June 23, 2025, by and between **FONTAINE DR DEVELOPER LP**, a Delaware limited partnership (the “Developer”), and **FONTAINE DR OWNER LP**, a South Carolina limited partnership (the “Partnership”).

W I T N E S S E T H :

WHEREAS, the Partnership has been formed for the purposes, inter alia, of acquiring, financing, owning, constructing, developing, maintaining, improving, operating, leasing and selling or otherwise disposing of certain real property located in Columbia, South Carolina together with all improvements, furnishings, equipment and personal property to be located thereon (together, the land and improvements are known as Sanctuary Landing and will be collectively referred to as the “Project”), which Project is intended to be rented and managed in order that it will qualify for the low-income housing tax credit provided in Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, in order to effectuate the purposes for which it has been formed, the Partnership has engaged the services of the Developer with respect to overseeing the development of the Project for the Partnership; and

WHEREAS, the parties desire to enter into this Agreement that amends and restates in total any and all prior agreements and sets forth the obligations of, and the services to be performed by, the Developer and the compensation for such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained 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, hereby agree as follows:

Section 1 Obligations of the Developer. The Developer shall have the following duties, to the extent they have not already been performed:

- a) to assist, advise and consult on the selection of and provide coordination and supervision of the architect and engineer in connection with the preparation of and any changes to the site plan for the Project and the renderings, drawings and specifications for construction of Improvements (the “Plans and Specifications”);
- b) to be cognizant of and advise the Partnership with respect to any and all rules or regulations, city ordinances, including health and fire safety regulations, or any other requirements of law or governmental authorities applicable to the development and construction/rehabilitation of the Improvements and to coordinate the services of professionals in connection therewith;
- c) to assist, coordinate and supervise the obtaining of all necessary building permits and approvals for and in connection with the development and construction/rehabilitation of the Project;

d) to consult, advise and assist in preparing a development and construction/rehabilitation budget and pro forma cash flow projections and coordinating professionals in connection therewith;

e) to cooperate and coordinate with the construction/rehabilitation contractors appointed by the Partnership;

f) to otherwise use commercially reasonable best efforts to coordinate, supervise and cause the development and construction/rehabilitation of the Project on a timely basis and within the contemplated budget;

g) to record the progress on all of the foregoing, and, as requested, submit written progress reports to the Partnership; and

h) to maintain or cause to be maintained at its sole cost and expense all off-site office and accounting facilities and equipment necessary to adequately perform all functions of Developer specified herein.

The Developer may retain the services of independent consultants, provided the Partnership shall have no responsibility to such independent parties.

Section 2 Services Not Contemplated By This Agreement. The Developer is not responsible for in any manner or form and shall not perform any of the following services, it being the understanding between the parties hereto that all such listed activities and services are the exclusive responsibility of the Partnership, the General Partner of the Partnership and/or consultants or others engaged by the Partnership:

a) any services with respect to the acquisition of the land or building included in the Project or development of nonresidential improvements;

b) services in connection with obtaining an allocation of federal housing tax credits pursuant to Section 42 of the Internal Revenue Code;

c) any services in connection with obtaining commitments from and negotiating with any permanent lender to the Project;

d) any services in connection with the syndication of the Partnership or placement of the equity from investor limited partners;

e) any services with respect to the lease-up of the Project units;

f) any services in connection with the organizational structure of the Project and any entity with respect thereto or the organization of the Partnership; and

g) any services in connection with obtaining any rental subsidies for the Project.

The Developer understands that it will not be paid and at no time will be due any amounts under this Agreement if and to the extent the Developer should perform any such services. In connection hereto, the Developer represents, warrants and covenants that, to the best of its knowledge, it has not performed and will not perform any of such services in connection with this Agreement and, in the event the Developer has performed or does perform any such services, it agrees that no compensation at any time payable to the Developer pursuant to this Agreement will be attributable to any such services.

Section 3 Development Fee. In consideration of the performance by the Developer of the development services described herein, the Partnership shall pay to the Developer a development fee (the “Development Fee”) in the amount of \$5,000,000.00. The Partnership and the Developer acknowledge that specific portions of the Development Fee shall be earned by Developer as certain benchmarks are satisfied as more particularly described on Exhibit A, but in any event all of the Development Fee shall be earned upon the receipt by the Partnership of the final certificate of occupancy for the last building in the Project (“Completion of Construction”). All amounts due and payable hereunder shall be paid in accordance with the Amended and Restated Agreement of Limited Partnership of the Partnership to be entered into with the Project investor (the “Partnership Agreement”). In addition, any amount of Development Fee that remains unpaid after Completion of Construction of the Project shall constitute a non-interest bearing loan from the Developer to the Partnership.

Section 4 Termination of Duties and Responsibilities of Developer. The Developer shall have no further duties or obligations hereunder after receipt of a final certificate of occupancy for the last building in the Project and completion of all punch list items. The Developer’s duties, responsibilities and rights hereunder shall not be terminated by the Partnership except for “cause” as finally determined by a court of competent jurisdiction. For purposes hereof, “cause” shall mean fraud, dishonesty, reckless disregard for customary practices and intentional misconduct after at least thirty (30) days’ prior notice and opportunity to cure.

Section 5 Miscellaneous.

a) This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any of the parties hereto without the written consent of the other party and the Developer may not assign or pledge its rights or its duties under this Agreement.

b) The descriptive paragraph headings of this Agreement are inserted for convenience only and are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provision hereof.

c) This Agreement and the rights and obligations of the parties hereto shall be governed and construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws. The parties agree and consent that venue for purposes of resolving any dispute or controversy relating to this Agreement shall be Orlando, Florida.

d) This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter, and it is agreed that there are no terms, understandings, representations or warranties, express or implied, other than those set forth herein.

e) This Agreement shall not be amended or modified in any respect without the prior written consent of each party hereto.

f) No party hereto shall file or attempt to file this Agreement of record.

g) This Agreement and the obligations of the Developer hereunder are solely for the benefit of the Partnership and its Partners and no benefits to third parties are intended.

h) In the event any provision hereof is deemed to be unenforceable or against public policy, then such provision shall be deemed omitted from this Agreement and to the extent possible such provision shall be replaced with an enforceable provision which corresponds with the spirit of the omitted provision, and no other provision of this Agreement shall be affected by such omission or unenforceability.

i) The parties agree that the prevailing party in any action or dispute involving litigation concerning the subject matter hereof, shall be entitled to reasonable attorneys' fees and court costs.

j) The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

Section 6 Notice. Any notice required to be given hereunder shall be in writing and mailed by certified mail, postage prepaid, or hand delivered with receipt of service simultaneously to all parties at the addresses set forth below. Each party shall have the right to change its address for the receipt of notices, upon the giving of proper notice to all other parties hereto. Whenever a period of time is to be computed from the date of receipt of an item of certified mail, such period shall be computed from the fifth day following the date of mailing if delivery of the certified mail item is refused by the party to whom it was directed.

If to Developer:

FONTAINE DR DEVELOPER LP
c/o Ulysses Development Group
210 University Blvd., Suite 460
Denver, CO 80016
Attention: Jonathan A. Gruskin
Email: yoni.gruskin@ulyssesdevelopment.com

If to Owner:

FONTAINE DR OWNER LP
c/o Ulysses Development Group
210 University Blvd., Suite 460
Denver, CO 80016
Attention: Bryan Hartnett
Email: bhartnett@ahidevelopment.com

Section 7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

Section 8 Responsibilities of the Partnership. In order for the Developer to perform duties described herein, the Partnership shall:

- a) provide full information regarding its requirements for the Project;
- b) designate a representative who shall be fully acquainted with the scope of the work and has authority to render decisions promptly and furnish information expeditiously; and
- c) if the Partnership becomes aware of any fault or defect in the Project or nonconformance with any contract or other documents, it shall give prompt written notice thereof to the Developer.

Section 9 Independent Contractor. The parties hereto do not intend to create a partnership or any similar association for any purpose pursuant to this Agreement. The Developer shall be an independent contractor for all purposes.


[End of text; signatures begin on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

DEVELOPER:

FONTAINE DR DEVELOPER LP,
a Delaware limited partnership

By: ULYSSES DEVELOPMENT GROUP LLC,
a Delaware limited liability company
its General Partner

By: 
Jonathan A. Gruskin, Authorized Signatory

PARTNERSHIP:

FONTAINE DR OWNER LP,
a South Carolina limited partnership

By: Affordable Housing Institute, Inc.,
a Florida nonprofit corporation,
its General Partner

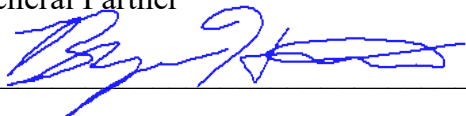
By: 
Bryan Hartnett, President

EXHIBIT A
FEE SCHEDULE

DEVELOPER FEE	
Cash Fee	2,712,254.91
Deferred Fee	2,287,745.09
Payoff of Deferred Fee	Year 4
Total Developer Fee	5,000,000