



## LETTER OF INTEREST

June 26, 2025

Andy Spraker  
GDA Development Partners  
260 Coleman Blvd, Suite B  
Mount Pleasant, SC 29464

**RE: Vesta at South Pacific  
Rock Hill, SC**

Dear Mr. Spraker:

Berkadia Affordable Tax Credit Solutions ("Berkadia") is pleased to provide you with this Letter of Interest for Vesta at South Pacific (the "Project"), a low-income housing development located in Rock Hill, SC. We are providing this letter in connection with an application for tax credits, to evidence our interest in making an equity investment in the Project as the tax credit investor.

We understand that you are submitting an application for an allocation of 4% low income housing tax credits, which will be based on the information and terms set forth on Exhibit A, attached hereto.

The provisions of this Letter of Interest are non-binding and not intended to create or constitute any liability of legally binding obligation between the parties and is given for the sole purpose of inclusion with your tax credit application. Once you receive your allocation, we will endeavor to obtain placement of this deal into one of our funds subject to completion of our standard due diligence process, approval by the Berkadia Investment Committee and certain other conditions and requirements to be determined at a later date.

Thank you for giving us the opportunity to review your LIHTC community. Please let us know if we can provide you with any additional information you may need to make your application successful.

Sincerely,

A handwritten signature in black ink, appearing to read "James Grande".

James Grande  
Associate Director – Acquisitions  
Berkadia Affordable Tax Credit Solutions

## **EXHIBIT A:**

The preliminary terms and conditions set forth herein are based on information and assumptions provided by you for review by Berkadia:

### **I. DEAL INFORMATION:**

a.	Type of Construction:	New Construction
b.	Number of Units:	200 units
c.	Number of Buildings:	12 buildings
d.	Tenancy Type:	Family
e.	Annual Allocation of Tax Credits:	\$2,663,271 per annum
f.	Total Tax Credit Allocation:	\$26,632,710
g.	Limited Partner Total Tax Credits (99.98%):	\$26,627,383
h.	Federal Price Per Credit:	\$0.88 per \$1.00 of federal tax credit
i.	State Price Per Credit:	\$0.55 per \$1.00 of state tax credit
j.	Total Combined Equity:	\$38,077,159 (\$23,432,098 Fed and \$14,645,061 State)

### **II. TIMING AND TAX CREDIT INFORMATION**

a.	Estimated Closing Date:	January 2026
b.	Construction Completion Date:	November 2027
c.	Stabilized Operations Date:	January 2028
d.	Applicable Percentage:	100%
e.	Applicable Tax Credit Rate:	4%
f.	Use of Bonus Depreciation:	Yes

### **III. CAPITAL CONTRIBUTIONS**

- a. \$0.88 per dollar of the Limited Partner Federal LIHTC
- b. \$0.55 per dollar of the Limited Partner State Credits
- c. Installment Payments (Federal and State Equity Payments made pari passu):
  - i. \$7,615,432 (20%) at Closing.
  - ii. \$9,519,290 (25%) at later of December 1, 2026, or 50% Construction Completion.
  - iii. \$13,327,006 (35%) at later of November 1, 2027, Construction Completion, or receipt of the Final Cost Cert.
  - iv. \$6,473,117 (17%) at later of January 1, 2028, 95% Physical Occupancy, Funding of Permanent Loans, 100% Qualified Occupancy, or 100% Credit Qualification, achievement of a Debt Service Coverage Ratio of 1.15x for three (3) consecutive months.
  - v. \$1,142,315 (3%) at later of May 1, 2028, or receipt of Form 8609 ("Final Capital Contribution").

#### **IV. RESERVES/GUARANTEES**

- a. Replacement Reserve: \$300 per unit per year, which amount is subject to final underwriting and lender/funder requirements.
- b. Operating Reserve: \$431,929 to be funded into the operating reserve account (the “Operating Reserve Account”), which amount is subject to final underwriting.
- c. Completion Guaranty: Unlimited through Stabilization
- d. Operating Deficit Guaranty: Capped at 6 months of OEDSR for 5 years following Stabilization.
- e. Tax Credit Guaranty: Unlimited through the compliance period.
- f. Other: If applicable - Repurchase, Environmental, Section 8, as further described in the Partnership Agreement.

#### **V. DEVELOPER FEE**

- a. Estimated Development Fee: \$5,000,000
- b. Cash Developer Fee: \$5,000,000
- c. Deferred Developer Fee: -