

**Zoning Commission Order Nos. 08-07 and 08-07A**  
**Request for Extension of Time to Begin Construction**  
**Second-Stage PUD and PUD Modifications @ 2255 Martin Luther King Jr. Avenue, SE**

**Affidavit of Applicant in Support of Two-Year Extension of Time**

I, Keith Turner, being duly sworn, depose and state as follows:

1. I am Keith Turner, Senior Vice President of Four Points Development, LLC, an affiliate of Four Points Manager, LLC, which is the manager of FP/MLK, LLC (“Four Points”), which has the right to develop Lot 839 and part of Lot 906 in Square 5785 (the “Property”).
2. The Property was initially approved in Z.C. Order No. 08-07, dated September 9, 2013, and effective on October 25, 2013, as part of an application for a first stage PUD and related Zoning Map amendment from the C-2-A and C-M-1 Districts to the C-3-A District<sup>1</sup> for Square 5772, Lots 827, 829, 831, 880, 984, 1017, and 1019; Square 5783, Lots 829 and 1018; Square 5784, Lots 898, 899, and 900; and Square 5785, Lots 839 and 906 (collectively, the “PUD Site”).
3. Pursuant to Z.C. Order No. 08-07A, dated March 30, 2015, and effective on May 22, 2015, the Zoning Commission approved a second stage PUD and modifications to the approved first stage PUD to develop the Property with a six-story residential building with approximately 71 residential units, 80% of which would be set aside for households earning up to 60% of the area medium income (“Building 1”).
4. Decision No. C.1 of Z.C. Order No. 08-07A required that a building permit application be filed for Building 1 no later than May 22, 2017, with construction to begin no later than May 22, 2018.
5. On June 15, 2015, we filed a building permit application for Building 1, thus satisfying the first condition in Decision No. C.1 (Permit No. B1508906) (Exhibit A). Following submission of the building permit application, we also undertook the following actions to move forward with development of Building 1:
  - a. On July 16, 2015, we participated in a PDRM meeting with DDOT. Confirmation of the scheduled meeting is attached as Exhibit B;
  - b. On August 14, 2015, we filed a Sheeting and Shoring permit application with DCRA (Permit No. SH1500070) (Exhibit C); on August 27, 2015, we filed a Sheeting and Shoring permit application with DDOT (Tracking No. 114354) (Exhibit D); and on August 31, 2015, we filed a Sheeting and Shoring permit application with DC Water (Tracking No. 15-329563) (Exhibit E).

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<sup>1</sup> The original PUD was approved under the 1958 Zoning Regulations. On September 6, 2016, the provisions of the 1958 Zoning Regulations were repealed and replaced with the 2016 Zoning Regulations. Under the 2016 Zoning Regulations, the approved C-3-C District converts to the MU-9 District.

- c. On August 28, 2015, we filed an application to DC Water for Large Water Service (Tracking No. 15-329571) (Exhibit F);
  - d. On November 25, 2015, we filed a tree removal permit to DDOT, which was approved on February 10, 2016 (Permit No. PA119720) (Exhibit G);
  - e. On December 1, 2015, we paid \$13,540.53 for the issuance of the building permit (Exhibit H);
  - f. On December 18, 2015, we filed a public space permit application with DDOT, which was approved with conditions on April 28, 2016 (Tracking No. 120696) (Exhibit I); and
  - g. Throughout this process, we worked closely with District agencies and have received approvals on the building permit application and the DCRA sheeting and shoring permit application from all agencies other than DDOT and DC Water. The DDOT sheeting and shoring permit has been fully approved pending payment.
6. During this time we also applied for and secured a variety of debt and equity financing sources for Building 1 as follows:
- a. On November 1, 2014, we submitted a request to DCHFA for acquisition and new construction financing for Building 1, and on March 24, 2015, DCHFA issued a resolution confirming our eligibility to receive Low Income Housing Tax Credits, and recommending the issuance of both taxable and tax-exempt multifamily housing mortgage revenue bonds in an amount up to \$14,000,000.00 for the project (Exhibit J).
  - b. On June 2, 2014, we submitted a funding proposal to DHCD, and on October 8, 2014, we received a letter from DHCD indicating that funding had been reserved for the development of Building 1, with the final funding recommendation to be determined at a later date (Exhibit K).
7. Despite our diligent efforts to move forward with development of Building 1, in the fall of 2015 we recognized the existence of a disagreement between Four Points and our development partner regarding the proposed phasing and uses for the PUD Site, including for the Property. Although our initial dispute was resolved through a First Amendment to Option Agreement, dated September 21, 2015, disputes reemerged shortly thereafter and were followed by several months of negotiation.
8. On January 13, 2016, we filed a complaint against our development partner in the Superior Court of the District of Columbia. Following almost a year of litigation, on October 18, 2016, the case was ultimately settled and dismissed. *See* letter from John Muir, litigation council for Four Points, and associated court docket (Exhibit L).
9. As a result of the litigation, we had to suspend all development work on Building 1 for almost a year, which remained suspended due to a subsequent related dispute, which was finally resolved and memorialized in an amendment to Four Points' Option Agreement on

September 18, 2017. Since that time, we have focused development efforts on preparing a second stage PUD application for Square 5784, Lots 899, 900 and 1101 (“Building 4”), which we filed with the Zoning Commission on March 9, 2018. *See* Z.C. Case No. 08-07C.

10. Now that we have settled our litigation and the remaining disagreements, the relationship between Four Points and our development partner is better than ever, and Four Points is now able to continue to pursue the development of Building 1. However, there are a variety of actions and approvals that need to occur prior to beginning construction, including the following:
  - a. We must reengage our permit expediter to reinstate all permit applications that were previously filed, reviewed, and/or granted for Building 1, but have since lapsed.
  - b. We must resubmit a proposal, review bids, and reengage a new general contractor for development of Building 1.
  - c. We must re-secure all financing that was lost during the litigation process, since the debt and equity sources previously secured for Building 1 are no longer valid and will need to be reengaged. For example, as noted in DHCD’s October 8, 2014 letter, failure to submit all requested items can result in the withdrawal of a funding reservation, and that being the case, awardees are encouraged to resubmit their applications through future DHCD requests for proposals.
  - d. Throughout the litigation process and subsequent renegotiations, we continued to actively solicit financing for the project (*see, e.g.* letter dated September 2, 2016, to Enterprise Community Investment outlining the terms and conditions under which Enterprise could make an equity investment in Building 1 (Exhibit M), and letter dated February 24, 2017, from Bellwether Enterprise submitting a non-binding debt financing proposal for Building 1 (Exhibit N)). At this time, we need to continue to reengage and secure financial sources to move forward with development and construction of Building 1.
11. Although we have begun to collect materials to resume the development process, we anticipate that another 24 months are necessary to complete the process and obtain all necessary permits to begin construction of Building 1. As a result of this lengthy process, prolonged by unanticipated litigation and additional time needed to renegotiate various terms set forth in our Option Agreement, we are unable to begin construction of Building 1 within the time limits set forth in Z.C. Order No. 08-07A.
12. Notwithstanding the delay, we are committed to moving forward with development of Building 1. To date, we have invested substantial resources in the Property, including legal, architectural, engineering, and other consulting fees. There is no financial advantage not to develop Building 1, and we have every incentive to do so as soon as feasible.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

I solemnly affirm under the penalty of perjury that the contents of this Affidavit are true and correct to the best of my personal knowledge.

Four Points Development, LLC,  
a District of Columbia limited liability company

By: Keith S Turner  
Name: Keith Turner  
Title: Senior Vice President

Sworn and subscribed to me this 1<sup>st</sup> day of May, 2018.

[Signature]  
Notary Public



DISTRICT OF COLUMBIA: ss  
SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 1<sup>st</sup> DAY OF May, 2018.  
[Signature]  
NOTARY PUBLIC  
My Commission Expires Nov - 14 - 2022

**EXHIBIT A TO AFFIDAVIT**

ARCHIVED 2255 Martin Luther King Jr. Ave SE


# PD Rcpt - Bldg permit #B1508906

Posted by Kim Mitchell on Jun 30, 2015



Attached you will find the paid receipt for the building permit filing. The invitation to upload document was sent yesterday. I will move forward with uploading plans and supporting documents. If there are outstanding documents required I will post what is outstanding.

Kim



**DCRA**  
Department of Consumer and Regulatory Affairs

**Department of Consumer and Regulatory Affairs**  
Permit Operations Division  
1100 4th Street SW  
Washington DC 20024  
Tel: (202) 442-4382 Fax: (202) 442-4362

Remittance Source Document

**INVOICE**

Date: June 16, 2015  
Invoice Number: 1781825

Customer:	FOUR POINTS LLC	
Mailing Address:	1805 7TH STREET NW, 8TH FLOOR 20001	
Address of Work:	2255 MARTIN LUTHER KING JR AVE SE Washington, DC 20029	
Permit:	B1508906	
Type of Permit:	New Building	
Acct Code:	Fees:	Description:
2012-3012-1000-2502	\$1,216.22	Enhanced Service Fee - Filing Fee
2012-3012-1000-2503	\$12,162.15	New Building Permit Filing Fee
<b>Invoice Total:</b>	<b>\$13,378.37</b>	

*Projectdex*

**Office of Finance and Treasury**  
 Date: 6/29/2015 1:06 PM  
 Office: DCRA      Term: WFE02-9(LK)BY  
 Batch: 35644      Batch Date: 6/29/2015  
 Cashier: OFT52  
 Trans #: 44

**DEPARTMENT OF CONSUMER & Regulatory Affairs**  
 Comment/Document: b1508906  
**Payment Total: \$13,378.37**

**Payment Distribution:**  
 2103 CRO (3012) 10001 Bldg \$13,378.37  
 Ck. Tendered: \$13,378.37

Thank you for your payment.  
Have a nice day!

**EXHIBIT B TO AFFIDAVIT**

ARCHIVED **2255 Martin Luther King Jr. Ave SE**

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## **PDRM Meeting Date - Public Space**

Posted by Kim Mitchell on Jun 24, 2015



Please note that the PDRM has been schedule as follow:

Date: July 16, 2015

Time: 2:00 pm

Place: DDOT, 1100 4th Street SW, Room 390, WDC 20024

An e-vite will be sent out for confirmation of attendance.

Kim

[By-the-minute history for this message...](#)



**EXHIBIT C TO AFFIDAVIT**

ARCHIVED

2255 Martin Luther King Jr. Ave SE

# PD SHEETING & SHORING RCPT - DCRA


Posted by Kim Mitchell on Aug 22, 2015



TRACKING #SH1500070

ATTACHED YOU WILL FIND THE PAID SHEETING & SHORING RECEIPT FOR THIS SUBMISSION.

KIM



**DCRA**  
Department of Consumer and Regulatory Affairs

**Department of Consumer and Regulatory Affairs**  
Permit Operations Division  
1100 4th Street SW  
Washington DC 20026  
Tel: (202) 442 - 4589 Fax: (202) 442 - 4862

Reference Source Document  
Office of Management and Enterprise Services  
1100 4th Street SW  
Washington DC 20026  
Tel: (202) 442 - 4589 Fax: (202) 442 - 4862

Date: August 14, 2015 **INVOICE**

Invoice Number: 1825353

**Customer:** 2255 MLK LLC

**Mailing Address:** 1805 7TH STREET NW #500  
20001

**Address of Work:** 2255 MARTIN LUTHER KING JR AVE SE  
Washington, DC 20020

**Permit:** SH1500070

**Type of Permit:** Sheeting and Shoring

Acct Code:	Fee:	Description:
2012-2012-1090-2103	\$715.00	HPRB Review Fee (Annually Enter Amount)
<b>Invoice Total:</b>	<b>\$715.00</b>	

Typos Please

**Office of Finance and Treasury**

Date: 8/21/2015 11:04 AM  
Office: DCRA Term: WFO2-9022941  
Batch: 36744 Batch Date: 8/21/2015  
Cashier: GF149  
Trans #: 31

DEPARTMENT OF CONSUMER & Regulatory Affairs  
Comment/Document: sh1500070 Rcpt: 01796354

**Payment Total: \$715.00**

Payment Distribution:  
2103 CRD 130123 10001 Build \$715.00  
OK Tended: \$715.00

Thank you for your payment.  
Have a nice day!

PD Rcpt SH2 2255 MLK .pdf

**EXHIBIT D TO AFFIDAVIT**

ARCHIVED

2255 Martin Luther King Jr. Ave SE

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## PS Sheeting & Shoring - Submitted 8/27/15

Posted by Kim Mitchell on Aug 27, 2015



Tracking #114354

The sheeting & shoring application has been submitted. Any outstanding items will be hopefully requested during the review process.

Kim

By-the-minute history for this message...



- Home
- My Account
- Apply for a Permit
- Kiosk Locations
- Map/Info Lookup tool
- FAQ
- Public Space Fees
- Search Permit Application
- Others
- Sign-out

**Welcome Kim Mitchell, AGENT**  
 If this is not you, [click here](#)

### Application Summary

**THIS IS NOT A PERMIT**

**Tracking Number:** 114354

**Status:** **Approved (Pending Payment)**

(You cannot commence work or occupy public space until payment is confirmed and status is changed to ISSUED)

**Permit Number:** N/A

**Permit Issued Date:** N/A

**EWR Number:** N/A

**Renewal?:** No

**Source Permit Number:** N/A

**Assigned Technician:** Frank Morris

**Assigned Inspector:** Robert Lee

**Work Location:** 2255 MARTIN LUTHER KING JR AVENUE SE

**Work Dates:** 03/28/2016 to 03/27/2017

**Work Description:** Excavation: Sheeting & Shoring (for Buildings), Over Head Work: Streetlight Damage Deposit (Office Use Only)

**Detail Scope of work:** INSTALLATION OF SHEETING & SHORING BRACING FOR SUPPORT OF EXCAVATION

**Document Submitted:** approvedtcp.PDF, siteplan.PDF, 2255MLKS&SBozzuto2015-8-21.pdf, GeotechReport-5132015MLK.pdf, CalculationsSH2-2255MLK.pdf, CIV0502(2015-08-14).pdf, CIV0501(2015-08-14).pdf, CIV0103AE&S-(2015-08-24).pdf, DewateringPlanfor2255MLKJr.pdf, 2255MLKTCP(2015-08-25).pdf, 608.10\_Tree Protection Fence Elevation.pdf, 608.11\_Tree Protection Fence Plan View.pdf, 608.13\_Tree Root Protection Silt Fence.pdf, Existing Street Trees\_Mark-up.pdf, 608.10-TreeProtection-Fence-Elevation.pdf, 608.11-TreeProtection-Fence-PlanView.pdf, 608.12-TreeRootProtection-SiltFence.pdf [View Documents](#)

**Application Expire Date:** 9/13/2015

**Business Name:** N/A

**Business Owner Name:** MLK LLC

**Project Name:** N/A

**Permittee Information:** 2255 MLK LLC

1805 7th Street Nw #800, Washington, DC 20001

Tel: 2020420091

Email: kim@cdkmconsulting.com

**Owner Information:** 2255 MLK LLC

1805 7th Street Nw #800, Washington, DC 20001

Tel: 2020420091

Email: kim@cdkmconsulting.com

**Agent Information:** KIM MITCHELL

1615 New Hampshire Ave NW, WASHINGTON, DC 20009

Tel: 2023320090

Email: kim@cdkmconsulting.com

**Contractor Information:** BOZZOTO CONSTRUCTION

6406 IVY LANE #700, GREENBELT, MD 20770

Tel: 3016837188

**Work zone deposit refund Information:** MLK LLC

1805 7th Street Nw, Suite 800, WASHINGTON, DC 20001

Tel: 2024498470

**Work Zone Deposit Status:** No deposit

**Street Light Deposit refund Information:** MLK LLC

1805 7th Street Nw, Suite 800, WASHINGTON, DC 20001

Tel: 2024498470

**Street Light Deposit Status:** No deposit

**Wet Utility Deposit Status:** N/A

**Inspection Status:** Pre-inspection complete

**Permit Office Comments:** N/A

**Materials need to be submitted for review:** SM 002 - Scaled Plans, SM 003 - Traffic Control Plan, SM 009 - Cert Plans, SM 040 - Erosion Control Plan

**Utility Agencies:** PEPSCO, WASH GAS, DCWater/S&S, VERIZON, SIOD, IPMA, STREETLIGHT, UFA, DOEE/SE, TWZT

#### Invoices Info:

Invoice Name	SOAR Number	Fee Amount	Payment Status	Payment Date	Deposit Refund Status
Permit Receipt	300428800	946.00	Not Paid		
Work Zone Journal	S28801	62578.00	Not Paid		No deposit

Invoice Name	SOAR Number	Fee Amount	Payment Status	Payment Date	Deposit Refund Status
Permit Application Fee	A33726		Paid	08/27/2015	No deposit
Street Light Journal	S79383	20000.00	Not Paid		No deposit

**Reviewing Agencies Info:**

Agency Name	Status	Assigned Reviewer	Comments
PEPCO	APPROVED	Mohammed Hussain	Sep 25 2015 2:32PM sharrity wrote - No active gas mains exist behind curb. No active service lines at this time.
WASH GAS	APPROVED	Steve Harrity	
DC Water	APPROVED	LaShanta Pearson	Nov 2 2015 8:58AM lpearson2 wrote - No DC Water utilities found within the zone of influence, site inspection will be performed.
VERIZON	APPROVED	TIM OUTSA	
PSI	APPROVED WITH CONDITION	Robert Lee	Sep 1 2015 3:14AM rlee wrote - Aug. 28, 2015 2:35 pm; Approved with the Condition: I foresee no obstructions or obstacles that would impede this project from moving forward to the latter stages of permit acquisition: The excavation for the sheeting and shoring will be in progress with the cut back being only five feet instead of 10' for this vicinity.
IPMA	APPROVED WITH CONDITION	Edwin Edokwe	Sep 18 2015 11:46AM eedokwe wrote - The Public Space Regulation Administration (PSRA) Plan Review Division has reviewed the Developer's submittals for 2255 MLK Avenue SE, including: A.) Report of Geotechnical Investigation dated May 13, 2015 by ECS Mid-Atlantic, LLC. B.) Sheeting and Shoring Design Calculations dated August 31, 2015 by Steele Foundation. C.) Sheeting and Shoring plan dated August 20, 2015 by Steele Foundation LLC. DDOT comments are as follow; 1.) The excavation support system design is based on recommendations of the Geotechnical Engineering Report prepared by ECS Mid-Atlantic LLC and it is in accordance with the industry standard design practices. 2.) Therefore, any design changes during construction regarding the sheeting and shoring system shall be reviewed and approved by the designer of records, Steele Foundation and sealed by a professional engineer that is licensed in the District of Columbia. The copies of the changes shall be submitted to DDOT Public Space Office for record and files. 3.) The damage to surrounding infrastructure, temporary or permanent, during construction thereafter is the RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR.
Streetlight/Electrical	APPROVED WITH CONDITION	Ali Zamani	Sep 8 2015 11:05AM azamani2 wrote - Applicant shall be providing existing conditions drawing that show all existing light pole & traffic signal over head & underground with the all details. Nov 13 2015 4:23PM azamani2 wrote - Applicant shall be paying \$20000.00 for security deposited of existing lights pole. Applicant shall install new street light poles, fixtures, wires, and all necessary materials and components per the DDOT approved street light cut sheets for the Project. No used or defective materials shall be permitted for use on the Project. 2. Applicant shall notify DC Street Light personnel Mr. Ali Zamani and Mr. Lawson by phone and e-mail 72 hours prior to beginning work and 24 hours advance notification for electrical inspections at ali.zamani@dc.gov (202) 645-8343 and Anthony. Lawson@dc.gov 202 497-3645. 3. Applicant shall have a DC Licensed Master Electrician and/or a DC Licensed Journeyman EI Applicant will be submitting new Streetlight drawing for this location. Electrician on site at all times to supervise all electrical work being performed. Before any existing street light pole can be removed, temporary lighting must be approved and fully functional
UFA	APPROVED WITH CONDITION	Sharon Dendy	Sep 22 2015 5:50PM sdendy wrote - 1. Update ESC Plan to reflect the current number of street trees. UFA inventory shows 5 additional street trees adjacent to the site - 3 in tree boxes (Martin Luther King Jr Avenue SE), 1 in a planting strip (Chicago Street SE) and 1 in a continuous planting strip (Shannon Place SE); see the uploaded Existing Street Tree mark-up for the approx. locations. 2. Contact John O'Neill, Ward 8 Arborist at john.oneill@dc.gov to confirm the number of street trees or if there are any further questions. 3. Apply for a Construction: Tree Removal permit to remove the 2.5" dbh Serviceberry tree on Shannon Place. This tree is located within the footprint of the proposed SCE (see the uploaded Existing Street Tree mark-up for the approx. location). If there are any additional street trees please add to the permit application so that the Ward 8 Arborist can review. 4. Add the uploaded Tree and Root Protection details to the plan. Feb 3 2016 2:06PM sdendy wrote - Please correct the Construction: Tree Removal information for Tracking #120696 (see UFA comments for clarification). The 4 remaining street trees will need to be cut down due to the covered walkway shown on the TCP and new street trees shown to be planted on Tracking #120696. In addition, the site plan uploaded on November 13th is actually a streetlight plan. Please upload an existing conditions or ESC plan that shows the current public space field conditions. Also include tree and root protection details on the plan - see uploaded DDOT Tree and Root Protection Standard Drawings. Street trees must be protected until a permit is issued for their removal. Mar 16 2016 11:13AM sdendy wrote - UFA approves the sheeting & shoring work on the condition that the applicant revises plans for Tracking #120696 which includes tree-related work (i.e. tree removal, tree replacement, tree planting...) as per the comments provided. Thank you
DOEE/SE	APPROVED WITH CONDITION	Nykia Barnes	Oct 1 2015 3:47PM nbarnes wrote - Requires stormwater management review and approval from DOEE through DCRA permitting process.
TWZT	APPROVED	Derrick Hardy	Sep 3 2015 3:26PM dhardy wrote - Follow TCP guidelines and restrictions as stated on attached document. Work hours shall be from 9:30AM to 3:30PM Mon. to Fri. and 7AM to 7PM Sat.

**Selected Type Descriptives:**

Type Descriptives	Dimension Details	Tree Listing
Type Descriptive Group: Excavation Sheeting & Shoring (for Buildings)	512 x 20 (length x width)	
Type Descriptive Group: Over Head Work Streetlight Damage Deposit (Office Use Only)	4 (Quantity)	

**Requested Days:**

**Payment Options**

**Online Payment**  
Make this Payment -

Permit Fees: \$946.00

Total: \$946.00

**Payment at Treasury Office**

Please print all invoices and take them to the Office of the DC Treasurer at 1100 4th Street SW, 2nd Floor, Washington, DC 20024.  
After payment you have to take the receipt(s) to Permit Office at 1100 4th Street SW, 2nd Floor, Washington, DC 20024.  
Once the technician marks the application as "Paid" you will be able to print the permit at following locations.

**Permit Office**

1100 4th Street SW  
Washington, DC 20024  
(202) 442-4670

[View Map](#)

**Fourth District Station**

**(Out of Order)**  
6001 Georgia Avenue, NW  
Washington, DC 20011  
(202) 715-7400

[View Map](#)

**First District Head Quarters**

101 M St S.W  
Washington, DC 20024  
(202) 698-0555

[View Map](#)

**Fifth District Station**

1805 Bladensburg Road, NE  
Washington, DC 20002  
(202) 698-0150

[View Map](#)

**Second District Station**

3320 Idaho Avenue, NW  
Washington, DC 20016  
(202) 715-7300

[View Map](#)

**Sixth District Station**

5002 Hayes Street NE  
Washington, DC 20019  
(202) 698-0880

[View Map](#)

**Third District Station**

1620 V Street, NW  
Washington, DC 20009  
(202) 673-6815

[View Map](#)

**Seventh District Station**

2455 Alabama Avenue, SE  
Washington, DC 20020  
(202) 698-1500

[View Map](#)

**Permit Renewal History:** No records to display

[Back](#)





**EXHIBIT E TO AFFIDAVIT**

ARCHIVED

2255 Martin Luther King Jr. Ave SE


## DC Water Sheeting & Shoring submission

Posted by Kim Mitchell on Aug 31, 2015



Attached you will find the paid receipt for processing the sheeting & shoring review package with DC Water. I will provide an update as updates are released from this agency.

Kim

	<b>D.C. Water and Sewer Authority</b>
	<b>Application Receipt</b>
This receipt confirms that DC Water has received your application submission. DC Water will proceed to review the application as applicable and will either approve or disapprove the application. You will be notified in writing of DC Water's decision.	
<b>Application Tracking #:</b> <u>15-329563</u>	
<b>Project Location:</b> 2252 M L KING AVE SE	
<b>Square/Lot:</b> 5802/0977	
<b>Application Type:</b> Sheeting and Shoring Permit	
<b>Description:</b> Sheeting and Shoring - 2255 M L King Avenue SE	
<b>Applicant:</b> CDKM CONSULTING LLC	
<b>Applicant's Address:</b> 1615 NEW HAMPSHIRE AVE NW	
<b>Applicant's Telephone #:</b> 20.332.0090	
<b>Applicant's e-Mail Address:</b> kim@cdkmconsulting.com	
<b>Scheduled Completion Date:</b> September 27, 2015	
<b>Date Received:</b> August 28, 2015	
<b>Reviewer:</b>	
<b>Reviewer's Phone #:</b>	
<b>Reviewer's e-Mail Address:</b>	
If you have questions regarding this application or if you would like to inquire about its status, please call the person / phone # listed above or call 202-646-8600 and refer to the Application Tracking # shown above.	

PD DC Water Sh2 - 2255 MLK .pdf

**EXHIBIT F TO AFFIDAVIT**

ARCHIVED

2255 Martin Luther King Jr. Ave SE


## DC Water PD Rcpt

Posted by Kim Mitchell on Sep 4, 2015



Attached you will find the paid receipt for submission to DC Water for Large water service.

Kim

	<b>D.C. Water and Sewer Authority</b>
	<b>Application Receipt</b>
	This receipt confirms that DC Water has received your application submission. DC Water will proceed to review the application as applicable and will either approve or disapprove the application. You will be notified in writing of DC Water's decision.
	<b>Application Tracking #:</b> <u>15-329571</u>
	<b>Project Location:</b> 2255 M L KING AVE SE
	<b>Square/Lot:</b> 5785/0839
	<b>Application Type:</b> Preliminary Plan Review - Large
	<b>Description:</b> PROPOSE 71 UNITS MULTIFAMILY
	<b>Applicant:</b> CURTIS PROPERTIES, INC.
	<b>Applicant's Address:</b> 1805 7TH ST NW STE 800
	<b>Applicant's Telephone #:</b> 202.420.0091
	<b>Applicant's e-Mail Address:</b> kim@cdkmconsulting.com
	<b>Scheduled Completion Date:</b> September 27, 2015
	<b>Date Received:</b> August 28, 2015
	<b>Reviewer:</b> Tariq Mohammad
	<b>Reviewer's Phone #:</b>
	<b>Reviewer's e-Mail Address:</b> tariq.mohammad@dcwater.com
	If you have questions regarding this application or if you would like to inquire about its status, please call the person / phone # listed above or call 202-646-8600 and refer to the Application Tracking # shown above.

PD DC Water Rev fee - 2255 MLK .pdf

By-the-minute history for this message...

**EXHIBIT G TO AFFIDAVIT**

ARCHIVED

2255 Martin Luther King Jr. Ave SE

# PS Tree Removal permit #119720

Posted by Kim Mitchell on Feb 12, 2016



Attached you will find the public space tree removal permit for 2255 MLK project. The original will be hand delivered to Four Points.

Kim

★ ★ ★ [Redacted] [Redacted]	GOVERNMENT OF DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION 1100 4TH STREET SW / 2ND FLOOR, WASHINGTON, DC 20024 PUBLIC SPACE PERMIT	d.
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<b>EWNR No:</b>	2255 MARTIN LUTHER KING JR AVENUE SE, WASHINGTON, DC	<b>PERMIT NO:</b>	PA119720
<b>Work Location:</b>	20020,	<b>Source Permit:</b>	
<b>Permission Granted To:</b>	2255 MLK LLC	<b>Permit Fee:</b>	\$550.00
<b>Work Zone Deposit No:</b>		<b>Work Zone Deposit Amount:</b>	\$0.00
<b>Inspection Fee No:</b>		<b>Inspection Fee Amount:</b>	\$0.00
<b>Street Light Deposit No:</b>		<b>Street Light Deposit Amount:</b>	\$0.00
<b>Wet Utility Deposit No:</b>		<b>Wet Utility Deposit Amount:</b>	\$0.00
	<b>Ward:</b> 8	<b>Lot:</b> 0839	<b>Square:</b> 5765

*Permission is hereby granted to the entity named above to perform the work described herein at the address shown above in strict accordance with all conditions stated on all pages of this permit as well as on the application submitted.*

**Type of Permit:**  
Landscaping: Tree Removal

**Additional Conditions/Work Details:**  
Tree Removal for the 2.5" dbh Serviceberry tree on Shannon Place as noted on landscaping plan


**Conditions:**  
\*Occupancy permit is required

<b>Issue Date:</b> 02/10/2016 Marquita Smiths	<b>Permit Expires:</b> 04/22/2016 Leif Dormsjo
--	---

---

Public Space Permit Staff	Director
---------------------------	----------

APPROVED BY:



d. [Signature] [Stamp: Marquita Smiths, PSMA Technician, 02-10-16]

PS Tree Removal #119720 - 2255 MLK.pdf

By-the-minute history for this message...



**GOVERNMENT OF DISTRICT OF DISTRICT OF COLUMBIA  
DEPARTMENT OF TRANSPORTATION  
1100 4TH STREET SW / 2ND FLOOR,  
WASHINGTON D.C. 20024**



**PUBLIC SPACE CONSTRUCTION/PS RENTAL PERMIT INVOICE**

**PUBLIC SPACE PERMIT OFFICE COPY**

Application Date: **11/25/2015**

Tracking Number: **119720**

Work Location: **2255 MARTIN LUTHER KING JR AVENUE SE**

Permittee Name: **2255 MLK LLC**

Permittee Address: **1805 7th Street Nw #800, Washington, DC 20001**

Owner Name: **2255 MLK LLC**

Owner Address: **1805 7th Street Nw #800, Washington, DC 20001**

Description of Work Proposed: **Landscaping: Tree Removal**

Fee: **\$500.00**

Technology Fee: **\$50.00**

Total Fee: **\$550.00**

DEPT	FY	TRAN CODE	INDEX	PCA	AGY OBJ
KAO	2016	190	0100	00001	8310

***THIS IS NOT A PERMIT***





**EXHIBIT H TO AFFIDAVIT**

ARCHIVED

2255 Martin Luther King Jr. Ave SE


# Bldg permit fee - PAID

Posted by Kim Mitchell on Dec 2, 2015



Attached you will find the building permit fee for this application once all approvals have been obtained then the permit will be issued.

Kim



**DCRA**  
Department of Consumer and Regulatory Affairs

**Department of Consumer and Regulatory Affairs**  
Permit Operations Division  
1100 4th Street SW  
Washington DC 20024  
Tel. (202) 442 - 4589 Fax (202) 442 - 4662

Recurrence Source Document

Date: December 04, 2015 **INVOICE**

Invoice Number: 1809588

<b>Customer:</b>	FOUR POINTS LLC	
<b>Mailing Address:</b>	1805 7TH STREET NW, 8TH FLOOR 20001	
<b>Address of Work:</b>	2255 MARTIN LUTHER KING JR AVE SE Washington, DC 20020	
<b>Permit:</b>	B1508906	
<b>Type of Permit:</b>	New Building	

Acct Code:	Fees:	Description:
3012-3012-6030-6710	\$14.74	Enhancement Fee -Green Building
3012-3012-6030-6710	\$147.42	Green Building Fee
3017-3012-1000-2103	\$4,216.22	Enhanced Service Fee - New Building
3012-3012-1000-2103	\$12,162.15	New Building Permit Fee
<b>Invoice Total:</b>	<b>\$13,540.53</b>	

Shirley Mason

**Office of Finance and Treasury**

Date: 12/1/2015 11:38 AM  
 Dept: DCRA  
 Batch: 30855  
 Batch Date: 12/1/2015  
 Term: FF02-91508906  
 Batch Date: 12/1/2015  
 Term: 6:15

**DEPARTMENT OF CONSUMER & REG. 01664321**  
 Comment/Document: 01508906  
**Payment Total: \$13,540.53**

Payment Disbursement:  
 B110 C80 (30121 50000-02420 \$162.18  
 2103 C90 (30123 10001) BUI19 \$13,378.37  
 2103 C90 (30123 10001) BUI19 \$13,540.53

Thank you for your payment.  
Have a nice day!

Final Bldg permit fee #B1508906 - 2255 MLK.pdf

By-the-minute history for this message...

**EXHIBIT I TO AFFIDAVIT**

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DISTRICT DEPARTMENT OF TRANSPORTATION



Public Space Regulation Administration

April 28, 2016

Four Points, LLC  
1805 7<sup>th</sup> Street, NW – Suite 800  
Washington, DC 20001

RE: **2255 Martin Luther King Jr., Ave., SE**  
**Tracking #120696**

Dear applicant:

On **April 28, 2016**, the District of Columbia PSC Approved with Conditions your applications for the installation of a driveway, various fixtures, tree removal and streetlight(s) in public space at **2255 Martin Luther King Jr., Avenue, SE**, under the following conditions:

- 1) The applicant will revise plans and resubmit into the TOPS database addressing reviewers comments.
- 2) The applicant will submit the proposed easement that has been recorded for the public easement for the curb cut and alley way.
- 3) This permit would not be issued until staff from DDOT and Office of Planning has review/approved.

If you are in need of any further assistance or have questions pertaining to this application please contact Catrina Felder, PSC Coordinator at 202-442-4960 or by email at [catrina.felder@dc.gov](mailto:catrina.felder@dc.gov).

Sincerely,

Bernadette Edwards  
Executive Secretary, PSC  
cc: **ANC-8A06**

**EXHIBIT J TO AFFIDAVIT**

**DISTRICT OF COLUMBIA HOUSING FINANCE AGENCY  
RESOLUTION AS TO THE ELIGIBILITY OF 2255 MLK FOR TAX-EXEMPT  
AND/OR TAXABLE MULTIFAMILY HOUSING MORTGAGE REVENUE BOND  
FINANCING**

**WHEREAS**, the District of Columbia Housing Finance Agency (the "Agency") received a request on November 1, 2014 from Four Points LLC (the "Applicant") that the Agency provide acquisition and new construction financing for 2255 MLK, which is expected to consist of one (1) building containing a total of seventy-one (71) residential rental units and will be located at the future address of 2255 Martin Luther King Jr. Avenue, SE in Ward 8 (the "Project");

**WHEREAS**, the Applicant has elected, pursuant to Section 142 of the Internal Revenue Code of 1986, as amended (the "Code"), to set aside at least forty percent (40%) of the units for households at or below sixty percent (60%) of the area median income, adjusted for family size ("AMI");

**WHEREAS**, the Applicant is eligible for Low Income Housing Tax Credits pursuant to Section 42 of the Code, and has elected to set aside eighty percent (80%) of the units at the Project for households at or below sixty percent (60%) of AMI;

**WHEREAS**, the Agency has conducted a preliminary review of the request for financing of the Project in order to determine, among other things, that the Project and the financing requested therefor, comply with the requirements of the District of Columbia Housing Finance Agency Act, D.C. Law 2-135, as amended, D.C. Code § 42-2701.01 et seq. (the "Act");

**WHEREAS**, the Applicant has requested financing in an amount not to exceed \$14,000,000 through an offering of the Agency's Tax-Exempt and/or Taxable Multifamily Housing Mortgage Revenue Bonds (the "Bonds") for acquisition and new construction financing, including the financing of reasonably related and subordinate facilities and any permissible reimbursement expenses of the Project;

**WHEREAS**, all or a portion of the Project may be financed with proceeds of the Agency's Tax-Exempt Multifamily Housing Mortgage Revenue Bonds, and such portion that is not financed with the Agency's Tax-Exempt Multifamily Housing Mortgage Revenue Bonds may be financed with proceeds of the Agency's Taxable Multifamily Housing Mortgage Revenue Bonds;

**WHEREAS**, Agency staff recommends the issuance of the Bonds in an amount not to exceed \$14,000,000, in one or more series, for the benefit of the Applicant or other related entity affiliated with or related to the Applicant that will own and operate the property (the "Borrower"); and

**WHEREAS**, providing the financing requested for the Project will confer a public benefit and serve the public interest by lowering the cost of and expanding available housing opportunities for low and moderate income residents of the District of Columbia (the "District"), all in accordance with and in furtherance of the purposes of the Act in the following manner:

1. Making available seventy-one (71) units, eighty percent (80%) of which are estimated to be affordable to households with incomes at or below sixty percent (60%) of AMI;

2. Providing opportunities for construction jobs to District residents by requiring that the Applicant and the Borrower give priority to District residents; and
3. Contributing to the overall social and economic improvement of the Anacostia neighborhood.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Agency (the "Board") that:

1. Based upon a review of the request by Agency staff as it relates to the Project, the report on such review to the Board, the favorable recommendation of the Interim Executive Director, and upon due deliberation and consultation with Agency staff, the Board hereby determines that, based on the requirements of eligibility for financing by the Agency, the Project and its financing by the Agency will meet the requirements of the Act.
2. Final approval of any financing shall be subject to such terms, conditions and documentation acceptable or deemed necessary by the Agency.
3. This reservation of volume cap in the amount of \$14,000,000, to the extent available to the Agency, is for a period of twelve (12) months which period may be extended at the sole discretion of the Board.
4. Adoption of this Eligibility Resolution shall not constitute a commitment from the Agency to issue the Bonds or to provide financing for the Project.



5. The Interim Executive Director is authorized to undertake such actions as are required to be taken pursuant to the Act and the regulations of the Agency, including the selection of tax professional services.
6. The Interim Executive Director is hereby authorized and directed to send to the Chairman of the Council of the District of Columbia written notification of the adoption of this Eligibility Resolution describing the nature of the Project and the benefits designed to result therefrom as required by D.C. Code § 42-2702.07.
7. This Eligibility Resolution shall take effect immediately.

DCHFA Resolution No. 2015-06

**ADOPTED ON MARCH 24, 2015  
AT A MEETING OF  
THE BOARD OF DIRECTORS.**

**ROLL CALL VOTE:**

Derek Ford	: APPROVED
Leila Batties	: APPROVED
Charles R. Lowery, Jr.	: APPROVED
Stanley Jackson	: ABSTAIN



**Maria K. Day-Marshall  
Interim Secretary to the Board**

**EXHIBIT K TO AFFIDAVIT**



**DEVELOPMENT FINANCE DIVISION  
FINANCING APPLICATION**

**FORM  
202**

**Application Cover Page**

**RFP Issued**

2014

**Organization Name**

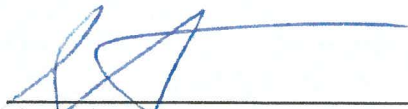
Four Points LLC

**Project Title**

2255 Martin Luther King Jr. Ave, SE

I certify that I am authorized to obligate Four Points LLC to apply for funding

from the District of Columbia Department of Housing and Community Development. Furthermore, I certify that all information contained herein is accurate to the best of my knowledge.

  
\_\_\_\_\_  
Authorized Organization Official  
Stan Voudrie  
\_\_\_\_\_  
Print Name

6/2/14  
\_\_\_\_\_  
Date  
Member  
\_\_\_\_\_  
Title

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



Office of the Director

**OCT 8 2014**

Stan Voudrie  
Four Points LLC  
1805 7<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20001

**RE: 2255 MLK Jr. Avenue**

Dear Mr. Voudrie:

Congratulations. This letter is to advise you that your organization's proposal for the project at **2255 MLK Jr. Avenue, SE**, has been reviewed by the District of Columbia Department of Housing and Community Development ("DHCD"), pursuant to the 2014 Request for Proposals ("RFP") process, and a reservation of funding has been made for this project. DHCD believes your project will support the District of Columbia's goals of increasing the supply of decent and affordable housing and fostering neighborhood revitalization.

**Please note that this letter should not to be construed as a commitment letter.** However, your project has successfully completed an important step in substantive review, and DHCD has reserved funds in order to proceed with your project.

**Mr. Guyton Harvey**, your project manager, will be in contact with you within the next week to schedule a meeting to review the terms, conditions, and time line needed to successfully move to closing. This meeting must occur no later than 30 days from the date of this letter in order to move the process forward. There will be no exceptions to this timeline.

Once you have met the relevant pre-closing conditions, the next step is for the DHCD Loan Review Committee to review the final deal structure and make a final funding recommendation to the Director. Approval at this stage would result in issuance of a conditional commitment letter. The process concludes only after the Director and Council of the District of Columbia (if applicable) approvals have been successfully obtained.

In an effort to ensure timely processing of all funding proposals, the Department will require that all requested supplemental information be submitted within given deadlines. Failure to submit requested items on a timely basis may result in the rejection of your application and the withdrawal of the funding reservation by the Department. If your funding application is unable to move forward due to your failure to comply with any conditions or submission requirements, you may choose to resubmit an application for that project through any of the Department's future RFPs.

Please be advised that applicants are under a continuing obligation to report any and all changes in eligibility status of either the proposed project or their organization. At any point in the application process, DHCD reserves the right to terminate further consideration of your application for funding, if it is discovered that it contains any false or misleading information. I thank you for your interest in partnering with DHCD to bring about housing and community development in our nation's capital. We look forward to working with you to bring this important project to a successful conclusion.

Sincerely,



Michael P. Kelly  
Director

Cc: Guyton Harvey

**EXHIBIT L TO AFFIDAVIT**

April 25, 2018

Zoning Commission for the  
District of Columbia  
441 4<sup>th</sup> Street, N.W., Suite 210-S  
Washington, DC 20001

**Re: Timeline of Dispute between FP/MLK, LLC (“FP”) and Curtis Properties, Inc. (“Curtis”), Tri-Star Properties, Inc. (“Tri-Star”), and JCX Right Realty, Inc. (“JCX”, and collectively with Curtis and Tri-Star and certain of their affiliates (the “Curtis Entities”)**

Dear Members of the Zoning Commission:

This letter provides a general timeline of the dispute involving the property subject to the Stage I PUD for the 8 acres of land (the “Property”) owned by various Curtis Entities (Z.C. Case 08-07), which Stage I PUD was approved on September 9, 2013 (having an Effective Date of October 25, 2013). On March 30, 2015 the Stage II PUD for 2255 MLK (Site 3A) (Z.C. Case 08-07A) was approved (having an Effective Date of May 22, 2015).

The Property is being developed by MLK Acquisition LLC and various affiliates thereof. FP and the Curtis Entities are members of MLK Acquisition LLC.

Upon obtaining the Stage II PUD approval for Site 3A, the Curtis Entities and FP had a dispute regarding the proposed sequencing and uses to be developed on the overall PUD site, among other things, which dispute was resolved and the resolution reflected in that certain First Amendment to Option Agreement executed on September 21, 2015. However, due to several unfortunate circumstances and miscommunications, the dispute resurfaced one month later on October 15, 2015, which was reflected in multiple demand letters sent by Curtis to FP. As a result, a series of meetings occurred in order to negotiate and resolve the various substantive issues, which were unsuccessful. Litigation ensued with a complaint being filed by FP against the Curtis Affiliates and other parties on January 13, 2016. The litigation was ultimately settled on September 14, 2016 and dismissed pursuant to a Stipulation of Dismissal With Prejudice on October 18, 2016. I am attaching a copy of the docket for your review.



Zoning Commission for the  
District of Columbia  
April 25, 2018  
Page 2

Notwithstanding the ultimate resolution of the litigation, it again became clear that there was not a meeting of the minds between FP and the Curtis Entities on several additional substantive issues. These final substantive issues were resolved on September 18, 2017 as reflected in that certain First Amendment to Amended and Restated Option Agreement between FP and the Curtis Entities.

Sincerely,



John D. Muir

Enclosure

cc: Keith Turner

## 2016 CA 000342 B FP/MLK, LLC Vs. CURTIS PROPERTIES, INC. et al

Case Type 01/13/2016	Civil II	Case Status:	Closed	File Date:
Action:	Complaint for Breach of Contract Filed	Status Date:	01/13/2016	Next Event:

All Information Party Event Docket Receipt Disposition

## Party Information

## FP/MLK, LLC - Plaintiff

Disposition  
Disp Date

Alias

Party Attorney  
Attorney

MORRISON, S. SCOTT

## CURTIS PROPERTIES, INC. - Defendant

Disposition  
Disp Date

Alias

Party Attorney  
Attorney  
AttorneyBOYLE, BRIAN M  
WOOD, IV, THOMAS M

## TRI-STAR PROPERTIES, INC. - Defendant

Disposition  
Disp Date

Alias

Party Attorney  
Attorney  
AttorneyBOYLE, BRIAN M  
WOOD, IV, THOMAS M

## JCX RIGHT REALTY, INC. - Defendant

Disposition  
Disp Date

Alias

Party Attorney  
Attorney  
AttorneyBOYLE, BRIAN M  
WOOD, IV, THOMAS M

## FP/MLK, LLC - Plaintiff Counter Defendant

Disposition  
Disp Date

Alias

Party Attorney  
Attorney

MORRISON, S. SCOTT

## CURTIS PROPERTIES, INC. - Defendant Counter Plaintiff

Disposition  
Disp Date

Alias

Party Attorney  
Attorney  
AttorneyMCCOOL, STEVEN J  
WOOD, IV, THOMAS M

## TRI-STAR PROPERTIES, INC. - Defendant Counter Plaintiff

Disposition  
Disp Date

Alias

Party Attorney  
Attorney  
AttorneyMCCOOL, STEVEN J  
WOOD, IV, THOMAS M

## JCX RIGHT REALTY, INC. - Defendant Counter Plaintiff

Disposition  
Disp Date

Alias

Party Attorney  
Attorney  
AttorneyMCCOOL, STEVEN J  
WOOD, IV, THOMAS M

**Events**

Date/Time	Location	Type	Result	Event Judge
04/15/2016 09:00 AM	Courtroom 100	Initial Scheduling Conference-60	Scheduling Conference Hearing Held	

**Docket Information**

Date	Docket Text	Image Avail.
01/13/2016	Complaint for Breach of Contract Filed Attorney: MORRISON, Mr S. SCOTT (294595) FP/MLK, LLC (Plaintiff); Receipt: 329043 Date: 01/15/2016	
01/13/2016	eComplaint Filed. Submitted 01/13/2016 13:47. ajm Attorney: MORRISON, Mr S. SCOTT (294595) FP/MLK, LLC (Plaintiff);	<a href="#">Image</a>
01/15/2016	Event Scheduled Event: Initial Scheduling Conference-60 Date: 04/15/2016 Time: 9:00 am Judge: ROSS, MAURICE Location: Courtroom 100	
01/15/2016	Issue Date: 01/15/2016 Service: Summons Issued Method: Service Issued Cost Per: \$  CURTIS PROPERTIES, INC. 5620 Linda Lane CAMP SPRINGS, MD 20748 Tracking No: 5000169140  TRI-STAR PROPERTIES, INC. 5620 Linda Lane CAMP SPRINGS, MD 20748 Tracking No: 5000169141  JCX RIGHT REALTY, INC. 5620 Linda Lane CAMP SPRINGS, MD 20748 Tracking No: 5000169142	
01/21/2016	Affidavit of Service of Summons & Complaint on CURTIS PROPERTIES, INC. (Defendant);	<a href="#">Image</a>
01/21/2016	Proof of Service Method : Service Issued Issued : 01/15/2016 Service : Summons Issued Served : 01/19/2016 Return : 01/21/2016 On : CURTIS PROPERTIES, INC. Signed By : Lawrence Miller  Reason : Proof of Service Comment :  Tracking #: 5000169140	
01/21/2016	Affidavit of Service of Summons & Complaint on TRI-STAR PROPERTIES, INC. (Defendant);	<a href="#">Image</a>

Date	Docket Text	Image Avail.
01/21/2016	<p>Proof of Service  Method : Service Issued  Issued : 01/15/2016  Service : Summons Issued  Served : 01/19/2016  Return : 01/21/2016  On : TRI-STAR PROPERTIES, INC.  Signed By : Lawrence Miller</p> <p>Reason : Proof of Service  Comment :</p> <p>Tracking #: 5000169141</p>	
01/21/2016	<p>Affidavit of Service of Summons &amp; Complaint on JCX RIGHT REALTY, INC. (Defendant);</p>	<a href="#">Image</a>
01/21/2016	<p>Proof of Service  Method : Service Issued  Issued : 01/15/2016  Service : Summons Issued  Served : 01/19/2016  Return : 01/21/2016  On : JCX RIGHT REALTY, INC.  Signed By : Lawrence Miller</p> <p>Reason : Proof of Service  Comment :</p> <p>Tracking #: 5000169142</p>	
02/10/2016	<p>Praecipe to Extend Time Filed. Submitted 02/10/2016 14:36. ts.  Attorney: MORRISON, Mr S. SCOTT (294595)  Attorney: WOOD IV, Mr THOMAS M (426879)</p>	<a href="#">Image</a>
02/22/2016	<p>Defendant Curtis Properties, Inc., Tri-Star Properties, Inc. and JCX Right Realty, Inc.'s Opposed Motion to Dismiss Count II and Count III of the Complaint Filed. Submitted 02/22/2016 12:42. ajm  Attorney: WOOD IV, Mr THOMAS M (426879)  CURTIS PROPERTIES, INC. (Defendant); TRI-STAR PROPERTIES, INC. (Defendant); JCX RIGHT REALTY, INC. (Defendant); Receipt: 332185 Date: 02/23/2016</p>	<a href="#">Image</a>
02/22/2016	<p>Additional eFiling Document to Defendant Curtis Properties, Inc., Tri-Star Properties, Inc. and JCX Right Realty, Inc.'s Opposed Motion to Dismiss Count II and Count III of the Complaint Filed. Submitted 02/22/2016 12:42. ajm  Attorney: WOOD IV, Mr THOMAS M (426879)</p>	<a href="#">Image</a>
02/22/2016	<p>Defendants' Answer and Counter Claim in Response to Count I of the Complaint Filed. Submitted 02/22/2016 14:39 jhcs.  Attorney: WOOD IV, Mr THOMAS M (426879)  CURTIS PROPERTIES, INC. (Defendant, Defendant Counter Plaintiff); TRI-STAR PROPERTIES, INC. (Defendant, Defendant Counter Plaintiff); JCX RIGHT REALTY, INC. (Defendant, Defendant Counter Plaintiff);  Receipt: 332237 Date: 02/23/2016</p>	<a href="#">Image</a>
02/22/2016	<p>Additional eFiling Document to Defendants' Answer and Counter Claim in Response to Count I of the Complaint Filed. Submitted 02/22/2016 14:39 jhcs.  Attorney: WOOD IV, Mr THOMAS M (426879)  CURTIS PROPERTIES, INC. (Defendant); TRI-STAR PROPERTIES, INC. (Defendant); JCX RIGHT REALTY, INC. (Defendant);</p>	<a href="#">Image</a>
03/10/2016	<p>Opposition to Defendants Motion to Dismiss Count II and III of the Complaint. Filed. Submitted. 03/10/2016 20:20. ncv.  Attorney: MORRISON, Mr S. SCOTT (294595)  FP/MLK, LLC (Plaintiff);</p>	<a href="#">Image</a>
03/10/2016	<p>Consent Motion for Leave to Exceed the Twenty-Page Limit for its Opposition to Defendants Opposed Motion to Dismiss Count II and Count III of the Complaint. Filed. Submitted. 03/10/2016 20:14. ncv.  Attorney: MORRISON, Mr S. SCOTT (294595)  FP/MLK, LLC (Plaintiff); Receipt: 333654 Date: 03/11/2016</p>	<a href="#">Image</a>
03/10/2016	<p>Praecipe to Enter Appearance of Steven McCool &amp; Julia Coleman for Defendants/Counter-Plaintiff's Curtis Properties, Inc, Tri-Star Properties, Inc and JCX Right Realty, Inc Filed. submitted 03/10/2016 12:27. ksc  Attorney: MCCOOL, Mr STEVEN J (429369)  CURTIS PROPERTIES, INC. (Defendant Counter Plaintiff); TRI-STAR PROPERTIES, INC. (Defendant Counter Plaintiff); JCX RIGHT REALTY, INC. (Defendant Counter Plaintiff);</p>	<a href="#">Image</a>
03/11/2016	<p>Order Granting Consent Motion for Leave to Exceed the Twenty Page Limit for Its Opposition Entered on the Docket 3/11/2016. Signed by Judge Ross; E-filed and E-served on parties from chambers on 3/11/2016. (KR)</p>	
03/11/2016	<p>Order Granting Consent Motion for Leave to Exceed the Twenty-Page Limit signed by J/Ross on 3/11/16. submitted 03/11/2016 16:23. tds</p>	<a href="#">Image</a>

Date	Docket Text	Image Avail.
03/15/2016	Defendants Curtis Properties, Inc., Tri-Star Properties, Inc., and JCX Right Realty, Inc.'s Reply to Plaintiff's Opposition to Defendants Opposed Motion to Dismiss Count II and Count III of the Complaint Filed submitted. 03/15/2016 18:02. Pla Attorney: WOOD IV, Mr THOMAS M (426879) CURTIS PROPERTIES, INC. (Defendant, Defendant Counter Plaintiff); TRI-STAR PROPERTIES, INC. (Defendant, Defendant Counter Plaintiff); JCX RIGHT REALTY, INC. (Defendant, Defendant Counter Plaintiff);	<a href="#">Image</a>
03/15/2016	Defendants Curtis Properties, Inc., Tri-Star Properties, Inc. and JCX Right Realty, Inc.'s Consent Motion for Leave to Exceed the Five-Page Limit for its Reply to Plaintiff's Opposition to Defendants' Opposed Motion to Dismiss Count II and Count III of the Complaint Filed. Submitted 03/15/2016 18:00 jhcs. Attorney: WOOD IV, Mr THOMAS M (426879) CURTIS PROPERTIES, INC. (Defendant); TRI-STAR PROPERTIES, INC. (Defendant); JCX RIGHT REALTY, INC. (Defendant); Receipt: 334129 Date: 03/17/2016	<a href="#">Image</a>
03/15/2016	Additional eFiling Document to Defendants Curtis Properties, Inc., Tri-Star Properties, Inc. and JCX Right Realty, Inc.'s Consent Motion for Leave to Exceed the Five-Page Limit for its Reply to Plaintiff's Opposition to Defendants' Opposed Motion to Dismiss Count II and Count III of the Complaint Filed. Submitted 03/15/2016 18:00 jhcs. Attorney: WOOD IV, Mr THOMAS M (426879) CURTIS PROPERTIES, INC. (Defendant); TRI-STAR PROPERTIES, INC. (Defendant); JCX RIGHT REALTY, INC. (Defendant);	<a href="#">Image</a>
03/17/2016	Answer to Counter Claim of Defendants Curtis Properties, Inc., Tri-Star Properties, Inc & JCX Right Realty, Inc Filed. submitted 03/17/2016 18:19. ksc Attorney: MORRISON, Mr S. SCOTT (294595) FP/MLK, LLC (Plaintiff Counter Defendant);	<a href="#">Image</a>
03/21/2016	Order Granting Defendants' Consent Motion for Leave to Exceed the Five-Page Limit for Its Reply to Plaintiff's Opposition to Defendants' Opposed Motion to Dismiss Entered on the Docket 3/21/2016. Signed by Judge Ross on 3/18/2016; E-filed and E-served on parties from chambers on 3/21/2016. (KR)	
03/21/2016	Order Granting Defendants' Consent Motion for Leave to Exceed the Five-Page Limit for Its Reply to Plaintiff's Opposition to Defendants' Opposed Motion to Dismiss Submitted 03/21/2016 11:42. Signed by Judge Ross on 3/18/16. ts. Attorney: ROSS, Honorable MAURICE A (413023)	<a href="#">Image</a>
03/23/2016	Motion for Admission Pro Hac Vice for Nicole M. Barnard Filed submitted. 03/23/2016 16:27 pla Attorney: WOOD IV, Mr THOMAS M (426879) CURTIS PROPERTIES, INC. (Defendant, Defendant Counter Plaintiff); TRI-STAR PROPERTIES, INC. (Defendant, Defendant Counter Plaintiff); JCX RIGHT REALTY, INC. (Defendant, Defendant Counter Plaintiff); Receipt: 334703 Date: 03/24/2016	<a href="#">Image</a>
03/23/2016	Additional eFiling Document to Motion for Admission Pro Hac Vice for Nicole M. Barnard Filed submitted. 03/23/2016 16:27 pla Attorney: WOOD IV, Mr THOMAS M (426879)	<a href="#">Image</a>
04/11/2016	Order Granting Motion to Admit Attorney Pro Hac Vice (Nicole M. Barnard for Defendants) Entered on the Docket 4/11/2016. Signed by Judge Ross; E-filed; E-served and copy mailed to parties from chambers on 4/11/2016. (KR)	
04/11/2016	Order Granting Motion to Admit Attorney Pro Hac Vice (Nicole M. Barnard for Defendants) Submitted 04/11/2016 15:23. Signed by Judge Ross on 4/11/16. ts. Attorney: ROSS, Honorable MAURICE A (413023)	<a href="#">Image</a>
04/15/2016	Track 3 - Mediation Scheduling Order Entered on the Docket DCM Track Track 3 - Mediation was added on 04/15/2016 with the following milestone(s): Exchange Lists of Fact Witnesses T3 due 07/14/2016 Proponent's Rule 26(a)(2)(B) Report T3 due 07/28/2016 Opponent's Rule 26(a)(2)(B) Report T3 due 09/02/2016 Discovery Request T3 due 09/12/2016 Close of Discovery T3 due 10/12/2016 Filing Motions T3 due 10/27/2016 Dispositive Motions Decided T3 due 11/28/2016 ADR - Mediation T3-1 due 12/12/2016 ADR - Mediation T3-2 due 01/10/2017 Pretrial T3 due 02/09/2017 Pretrial T3-2 due 03/13/2017	<a href="#">Image</a>

Date	Docket Text	Image Avail.
04/15/2016	<p>Event Resulted: The following event: Initial Scheduling Conference-60 scheduled for 04/15/2016 at 9:00 am has been resulted as follows:</p> <p>Result: Scheduling Conference Hearing Held. Courtmart. Parties present. Preliminary matters discussed on the record. Track-3 med. Order signed and filed. Copies of the order distributed to Counsel in open court. (CB)Judge: ROSS, MAURICE Location: Courtroom 100</p> <p>Mr STEVEN J MCCOOL (Attorney) on behalf of CURTIS PROPERTIES, INC., TRI-STAR PROPERTIES, INC., JCX RIGHT REALTY, INC. (Defendant Counter Plaintiff); Mr S. SCOTT MORRISON (Attorney) on behalf of FP/MLK, LLC (Plaintiff Counter Defendant), FP/MLK, LLC (Plaintiff); Mr THOMAS M WOOD IV (Attorney) on behalf of CURTIS PROPERTIES, INC., TRI-STAR PROPERTIES, INC., JCX RIGHT REALTY, INC. (Defendant Counter Plaintiff), CURTIS PROPERTIES, INC., TRI-STAR PROPERTIES, INC., JCX RIGHT REALTY, INC. (Defendant); NICOLE M. BARNARD (Attorney) on behalf of CURTIS PROPERTIES, INC., TRI-STAR PROPERTIES, INC., JCX RIGHT REALTY, INC. (Defendant)</p> <p>Participant(s): Judge MAURICE ROSS</p>	
05/11/2016	Order Denying Defendants' Opposed Motion to Dismiss Counts II and III of the Complaint Entered on the Docket 5/11/2016. Signed by Judge Ross; E-filed and E-served on parties from chambers on 5/11/2016. (KR)	
05/11/2016	Order Denying Motion to Dismiss Count II and Count III of the Complaint submitted 05/11/2016 12:27. ajm. Signed by Judge Ross on May 11, 2016.	<a href="#">Image</a>
05/17/2016	Joint Motion for Entry of Stipulated Protective Order Filed. Submitted 05/17/2016 18:17. ts. Attorney: MORRISON, Mr S. SCOTT (294595) Attorney: WOOD IV, Mr THOMAS M (426879) Receipt: 339198 Date: 05/19/2016	<a href="#">Image</a>
05/18/2016	Praecipe to Enter Appearance of Brian Boyle for Defendants Filed. submitted 05/18/2016 16:38. ksc Attorney: BOYLE, BRIAN M (999925) CURTIS PROPERTIES, INC. (Defendant); TRI-STAR PROPERTIES, INC. (Defendant); JCX RIGHT REALTY, INC. (Defendant);	<a href="#">Image</a>
05/18/2016	Praecipe to Enter Appearance of Brian Boyle for Defendants Filed. submitted 05/18/2016 16:45. ksc Attorney: BOYLE, BRIAN M (999925) CURTIS PROPERTIES, INC. (Defendant); TRI-STAR PROPERTIES, INC. (Defendant); JCX RIGHT REALTY, INC. (Defendant);	<a href="#">Image</a>
05/19/2016	Order Granting Joint Motion for Entry of Stipulated Protective Order Entered on Docket 5/19/2016. Signed by Judge Ross on 5/18/16; E-filed and E-served on parties from chambers on 5/19/2016. (KR)	
05/19/2016	Order Granting Joint Motion for Entry of Stipulated Protective Order submitted 05/19/2016 14:56. ajm. Signed by Judge Ross on May 18, 2016.	<a href="#">Image</a>
05/23/2016	Defendants' Answer to Counts II and III of the Complaint Filed. submitted 05/23/2016 10:56. kb Attorney: WOOD IV, Mr THOMAS M (426879) CURTIS PROPERTIES, INC. (Defendant); TRI-STAR PROPERTIES, INC. (Defendant); JCX RIGHT REALTY, INC. (Defendant);	<a href="#">Image</a>
07/12/2016	Joint Motion to Amend Scheduling Order. Filed. Submitted. 07/12/2016 12:37. ncv. Attorney: MORRISON, Mr S. SCOTT (294595) Receipt: 343547 Date: 07/13/2016	<a href="#">Image</a>
07/13/2016	Order Granting Joint Motion to Amend Scheduling Order Entered on the Docket 7/13/2016. Signed by Judge Ross on 7/12/16; E-filed and E-served on parties from chambers on 7/13/2016. (KR)	
07/13/2016	Order Granting Joint Motion to Amend the Scheduling Order. Signed by Judge M. Ross on 07/12/2016. Submitted. 07/13/2016 14:47. ncv.	<a href="#">Image</a>
09/01/2016	Consent Motion to Strike Appearance of Nicole M. Barnard. Filed. Submitted. 09/01/2016 11:00. ncv. Attorney: WOOD IV, Mr THOMAS M (426879) CURTIS PROPERTIES, INC. (Defendant); TRI-STAR PROPERTIES, INC. (Defendant); JCX RIGHT REALTY, INC. (Defendant); Receipt: 347753 Date: 09/02/2016	<a href="#">Image</a>
09/01/2016	Additional eFiling Document to Consent Motion to Strike Appearance of Nicole M. Barnard. Filed. Submitted. 09/01/2016 11:00. ncv. Attorney: WOOD IV, Mr THOMAS M (426879)	<a href="#">Image</a>
09/06/2016	Order Granting Consent Motion to Strike the Appearance of Nicole M. Barnard Entered on the Docket 9/6/2016. Signed by Judge Ross on 9/5/16; E-filed and E-served on parties from chambers on 9/6/2016. (KR)	
09/06/2016	Order Granting Defendants' Consent Motion to Strike Appearance of Nicole M. Barnard submitted 09/06/2016 08:42. ajm. Signed by Judge Ross on September 5, 2016.	<a href="#">Image</a>
09/09/2016	Joint Consent Motion to Amend Scheduling Order Filed. submitted 09/09/2016 18:11. jb Attorney: MORRISON, Mr S. SCOTT (294595) Mr S. SCOTT MORRISON (Attorney) on behalf of FP/MLK, LLC (Plaintiff); Mr THOMAS M WOOD IV (Attorney) on behalf of CURTIS PROPERTIES, INC. (Defendant) Receipt: 348398 Date: 09/12/2016	<a href="#">Image</a>
09/13/2016	Order Granting Joint Consent Motion to Amend Scheduling Order Entered on the Docket 9/13/2016. Signed by Judge Ross; E-filed and E-served on parties from chambers on 9/13/2016. (KR)	

Date	Docket Text	Image Avail.
09/13/2016	DCM Tickler Extended Track 3 - Mediation Opponent's Rule 26(a)(2)(B) Report T3 extended to 01/03/2017 Discovery Request T3 extended to 01/10/2017 Close of Discovery T3 extended to 02/10/2017 Filing Motions T3 extended to 03/07/2017 Dispositive Motions Decided T3 extended to 05/05/2017 ADR - Mediation T3-1 extended to 05/31/2017 ADR - Mediation T3-2 extended to 06/29/2017 Pretrial T3 extended to 07/31/2017 Pretrial T3-2 extended to 08/29/2017	
09/13/2016	Order Granting Joint Consent Motion to Amend Scheduling Order Signed by J. Ross on 09/13/2016. submitted 09/13/2016 10:02. jb	<a href="#">Image</a>
10/17/2016	Stipulation of Dismissal with Prejudice Filed. submitted 10/17/2016 15:09. jb Attorney: MORRISON, Mr S. SCOTT (294595) FP/MLK, LLC (Plaintiff); ; Mr THOMAS M WOOD IV (Attorney) on behalf of CURTIS PROPERTIES, INC., TRI-STAR PROPERTIES, INC., JCX RIGHT REALTY, INC. (Defendant)	<a href="#">Image</a>
10/18/2016	Dismissed by Consent	

### Receipts

Receipt Number	Receipt Date	Received From	Payment Amount
329043	01/15/2016	MORRISON, Mr S. SCOTT	\$120.00
332185	02/23/2016	WOOD IV, Mr THOMAS M	\$20.00
332237	02/23/2016	WOOD, THOMAS M	\$20.00
333654	03/11/2016	MORRISON, Mr S. SCOTT	\$20.00
334129	03/17/2016	WOOD IV, THOMAS M	\$20.00
334703	03/24/2016	wood iv	\$20.00
339198	05/19/2016	MORRISON, Mr S. SCOTT	\$20.00
343547	07/13/2016	MORRISON, Mr S. SCOTT	\$20.00
347753	09/02/2016	WOOD IV, THOMS M.	\$20.00
348398	09/12/2016	MORRISON, Mr S. SCOTT	\$20.00
			<b>\$300.00</b>

### Case Disposition

Disposition	Date	Case Judge
Dismissed-by Consent Per Praecepte	10/17/2016	





**EXHIBIT M TO AFFIDAVIT**



September 2, 2016

Mr. Stan Voudrie  
Principal  
Four Points LLC  
1805 7<sup>th</sup> Street NW, Suite 800  
Washington, DC 20001

Dear Mr. Voudrie:

This letter outlines the basic terms and conditions under which Enterprise Community Investment, Inc. ("Enterprise") as representative for one or more equity funds (the "Fund") would make an equity investment in 2255 MLK (the "Project") located in Washington, DC.

**A. The Project**

- The Project consists of the new construction of 71 apartments in one building.
- Construction is expected to begin by February 1, 2017 and is expected to be substantially complete by May 1, 2018.
- The Project will have an annual Federal Low-income Housing Tax Credit (the "Federal LIH Credit") of \$712,667.
- The applicable fraction of the Project qualifying for the Federal LIH Credit as provided for in Section 42 of the Internal Revenue Code of 1986, as amended (the "Code") is 79.66%, to be confirmed during underwriting based on unit square footage and final unit count. Four units in the Project will be subsidized by Section 8 or other operating subsidy.

**B. Project Ownership, Fees, Cash Flow and Capital Proceeds Allocations**

The Project will be sponsored by Four Points LLC (the "Sponsor"). The Project will be owned by 2255 MLK LLC (the "Company"). The Company will have as its Managing Member a for-profit subsidiary of the Sponsor (the "Managing Member"), which will be a single purpose entity with a 0.01% Company interest. This Managing Member will be 51% owned by a subsidiary of Anacostia Economic Development Corporation with Managing Member agreement control provisions acceptable to the Fund. The Fund will be the Investor Member (the "Investor Member") with a 99.99% Company interest. Alternative ownership structures are possible, but may require adjustments of cash-flow fees and the allocations of the economic benefits for each partner as compared to the following proposal:

- Credits and operating profits and losses will generally be allocated 99.99% to the Investor Member and 0.01% to the Managing Member.
- **Development Fee** - The developer's fee in the amount of \$1,869,165 is projected to be paid out of equity as detailed in Section C below. \$780,676 is projected to be deferred and paid from cash flow at the interest rate showing in the projections. The Managing Member will be obligated to pay any deferred fee by the end of the initial compliance period.

- Investor Services Fee - The Company will pay the Investor Member an investor services fee of \$5,000 inflating 3% per year paid in accordance with Section E. Unpaid investor services fee to accrue without interest and be paid as a priority from subsequent cash flow and sale or refinancing proceeds.
- Company Administration Fee - The Managing Member will receive a Company administration fee of up to \$4,800, inflating at 0% per year paid in accordance with Section E. Of this amount, up to 20% is payable to the Anacostia Economic Development Corporation affiliate. Unpaid fee will accrue without interest to be paid from subsequent cash flow and sale or refinancing proceeds.
- Cash Flow Split - 90% to the Managing Member where the cash flow to the Managing Member is accompanied by a special allocation of an equal amount of income (equivalent to a deductible fee from the Company's perspective) and 10% to the Investor Member paid in accordance with Section E.
- Refinance or Sale Proceeds Split – 90% to the Managing Member and 10% to the Investor Member paid in accordance with Section E

**C. Pricing of Credits and Schedule of Capital Contributions**

The Investor Member proposes making an investment of \$8,231,000 based upon \$1.155 (“Federal LIHTC Price”) per dollar of Federal LIH Credit. We have assumed that the Investor Member will be admitted to the Company on February 1, 2017. If prior to closing there are material changes in the underwriting or timing assumptions or if there is a material change in Enterprise’s cost or availability of capital, the Investor Member may reprice the credits.

Subject to the satisfaction of the conditions and repricing provisions contained in this letter, the Investor Member will make capital contributions based on the pricing set forth above. Such capital contributions will be payable upon meeting the conditions outlined below. Additional conditions may be imposed during the underwriting of the Project and will be reflected in the final Amended and Restated Company Agreement (the “Company Agreement”). All installments will be contingent upon meeting the conditions of any prior installments, receipt of reporting items (see Section I below), and certain representations and warranties to insure the Project’s viability.

First Installment: Admission Date

Second Installment: On the latest to occur of:

- a) May 1, 2018;
- b) receipt of all closed loan documents;
- c) receipt of permanent certificates of occupancy for 100% of the units;
- d) the date on which the Company has completed the construction of the buildings, with approval by the Investor Member and its construction consultant and with the architect’s certification that construction of the buildings has been completed in accordance with the relevant project documents excepting punch list items that do not impede occupancy on a full rent paying basis provided the Company has escrowed funds to complete those punch list items;
- e) final mechanic’s lien release;

- f) receipt and approval of satisfactory radon testing for each building and evidence of mitigation if required;
- g) receipt and approval by Enterprise of a final as-built ALTA survey;
- h) receipt and approval of the accountant draft cost certification documenting the Project's eligible basis, balanced sources and uses, and calculation of annual Credit;
- i) receipt and approval of an updated source and use schedule for the Project confirming sufficient funds will be available to achieve Loan Conversion, where Loan Conversion is the disbursement in full of all construction loans, the receipt of all consents from lenders or other parties that construction completion has occurred, conversion of all Loans to permanent status, the repayment of all construction loans and the closing and funding of all permanent Loans in accordance with the terms shown on the Projections, and receipt and approval of all executed loan documents;
- j) receipt of evidence that all required reserve accounts have been established even if funded from a subsequent capital contribution;
- k) receipt and approval of evidence of required insurance;
- l) receipt of executed PILOT agreement or evidence that application for special property tax classification or abatement or exemption has been properly filed; and
- m) receipt and approval of any operating or rental subsidy agreements.

**Third Installment:**      On the latest to occur of:

- a) December 1, 2018;
- b) receipt of a copy of the recorded extended use agreement. If the District process precludes recording the Extended Use Agreement prior to the end of the first credit year, Enterprise may defer this requirement;
- c) receipt and approval of the accountant certified final cost certification documenting the Project's eligible basis, balanced sources and uses, and calculation of annual Credit;
- d) achievement of 100% tax credit qualified occupancy as defined by the Code including receipt and approval of initial tenant documentation;
- e) receipt and approval of the credit projection;
- f) Enterprise 's receipt of executed PILOT agreement or approval of special property tax classification or abatement or exemption;
- g) achievement of the Stabilization Date, which is the date subsequent to construction completion that is the later of (1) the achievement of qualified occupancy or (2) the date the Project has achieved the Required Debt Service Coverage ratio for a period of three (3) consecutive calendar months evidenced as a single time period, with revenues calculated on a cash basis and project expenses on an accrual basis. Throughout this period the underwritten physical occupancy of the residential units is achieved and projected residential and commercial gross potential rental income less the projected economic vacancy is collected. Project expenses (which will include required reserve funding) will be the greater of a) actual expenses and b) the lesser of (i) the expenses shown on the projections and (ii) the current approved budget. Rental and operating subsidy payments receivable may be included in rental income (up to the projected subsidy income)

Commitment for 2255 MLK

provided such amounts are not more than sixty (60) days in arrears. The Required Debt Service Coverage ratio is 1.15; and

- h) Loan Conversion, which may be simultaneous with equity funding per this installment.

**Fourth Installment:** On the latest to occur of:

- a) April 1, 2019;
- b) Receipt and approval of IRS Form(s) 8609; and
- c) Receipt and approval of the tax return for the first LIH Credit year.

**Fifth Installment:** On January 1, 2022

These installments will be used as follows:

Timing and Amount of LP Capital Contributions						Allocation of LP Capital Contributions						
Payment	Project Milestone	Date	Amount	Percent	Cumulative	Project Costs	Developer Fee and Overhead	Legal	Lease Up Reserve	Operating Reserve	Replacement Reserve	Other Reserve
1	Admission	02/01/17	823,100	10.00%	10.00%	5,896,531	1,869,165	40,000	0	212,940	0	212,344
2	Completion	03/01/18	823,100	10.00%	20.00%	315,809	467,291	40,000	0	0	0	212,344
3	Stabilization/Conversion	12/01/18	5,960,844	72.57%	92.57%	143,485	467,291	0	0	0	0	0
4	8609/YR1 Tax Return	04/01/19	411,218	4.84%	97.41%	5,437,278	523,366	0	0	0	0	0
5	Reserve	01/01/22	212,940	2.60%	100.00%	411,218	0	0	0	212,940	0	0

**D. Adjusters**

The Investor Member's capital contributions are subject to adjustment. The maximum aggregate upward adjuster pursuant to Sections 1 and 2 below is 5% of the projected aggregate capital contribution as of the closing of the investment. If the unpaid capital contributions are less than any downward adjustment, the Managing Member will make a cash contribution or loan (subject to conditions stated in Section G) in the amount of the deficiency which proceeds will be distributed to the Fund. The specific adjustments follow:

1. Aggregate Credit Adjuster:

At cost certification and issuance of 8609(s) the aggregate capital contribution will be reduced by the Federal LIHTC Price for every dollar reduction in the amount of Federal LIH Credits available to the Company compared to the projected amount of Federal LIH Credits.

In the event that the cost certification and 8609(s) and/or tax returns provide additional credits, the aggregate capital contributions will be increased by the Federal LIHTC Price for every dollar increase in the amount of Federal LIH Credits available to the Company compared to the projected amount of Federal LIH Credits.

Any upward adjuster associated with additional credits will be payable as part of the installment for which 8609(s) are due, and will be applied first to the reimbursement of any development advances, then to reduce deferred development fee or partner loans subject to the limitations of other lender's terms and conditions, with any remaining balance distributable as Refinance or Sale Proceeds in accordance with section E below.

2. Timing Adjuster:

If the Project delivers less than \$362,585 Federal LIH Credits for calendar year 2018, the Investor Member's capital contributions will be reduced by \$0.50 per dollar of credit less than such amount. If the project delivers Federal LIH Credits in excess of the projected amount stated in the prior sentence, the total capital contribution will be increased by \$0.50 per dollar of credit more than such amount. If the increase in first year Federal LIH Credits results in any loss of Federal LIH Credits due to the 2/3 rule, the increase will be reduced to take into account the permanent loss of Federal LIH Credits and present value of the rescheduled credit delivery.

Additional equity paid under this clause will be payable as part of the installment for which the 1<sup>st</sup> credit year tax return is due, and will be applied first to the reimbursement of any development advances, then to reduce deferred development fee or partner loans subject to the limitations of other lender's terms and conditions, with any remaining balance distributable as Refinance or Sale Proceeds in accordance with section E below.

3. Recapture Adjuster

If (i) the actual Federal Credits allocated to the Investor Member on the Federal tax return are less than projected (as adjusted per D.1 and D.2 above) during the fifteen year compliance period but after the Lease-up Period, or (ii) there is recapture of Federal Credits, then the Investor Member's aggregate capital contribution will be reduced by \$1.00 for every dollar reduction in the amount of Federal Credits plus any interest and penalties imposed by the IRS. If it is determined that an adjuster will be applicable in subsequent years, the full adjuster for the future years will be made at the time of the initial determination.

4. Depreciation Adjuster

Failure to make the appropriate depreciation elections, including elections under 168(h), will result in a reduction in capital contributions to reflect the reduction in tax benefits. If unpaid capital contributions are insufficient to cover such adjustment, the Managing Member will be required to make a cash contribution up to the amount of any deficiency.

E. Application of Cash Flow and Refinance or Sale Proceeds

Application of Cash Flow

Cash remaining after covering operating expenses, reserve deposits, and required debt service will be applied according to the following priorities:

- a. to the Investor Member for unpaid credit adjusters;
- b. to the Investor Member for taxes owed on income allocated to the Investor Member;
- c. to the Investor Member for Investor Services Fee;
- d. to replenish the operating reserve to required level;
- e. to the property manager for the cash flow portion of property management fee, if applicable;
- f. to the developer for deferred development fee;

- g. to the Managing Member (to/for Guarantor as appropriate) to reimburse operating deficit contributions
- h. to the Managing Member for Company Administration Fee;
- i. Cash-flow contingent loan payments as follow (up to 90% of cash flow to Seller Note after other soft loans are paid from cash flow as required by loan documents):
  - I. Seller Note
  - II. District of Columbia loan
  - III. District of Columbia Housing Production Trust Fund (HPTF) Note;
- j. 90% to the Managing Member accompanied by a special allocation of income of such amount and 10% to the Investor Member.

**Refinance or Sale Proceeds**

The proceeds of a refinance or sale, net of paying off outstanding debt, will be distributed according to the following priorities:

- a. to the Investor Member for unpaid credit adjusters;
- b. to the Investor Member for taxes owed resulting from the sale or refinancing;
- c. to the Investor Member for Investor Services Fees;
- d. to the developer for deferred development fee;
- e. to the Managing Member (to/for Guarantor as appropriate) to reimburse operating deficit contributions and credit adjuster advances;
- f. to the Managing Member for Company Administration Fee;
- g. Distributions according to Refinance or Sale Proceeds Split: 90% to the Managing Member and 10% to the Investor Member.

**F. Disposition of Property**

It is the objective of the Investor Member that the project be maintained permanently as low income housing. If the Managing Member agrees to maintain the Project as low-income housing as defined in the Code for at least an additional 15 year period after the initial 15-year compliance period, then the Managing Member will have the following options at the end of the compliance period:

1. The Managing Member will have the option to purchase the Investor Member's interest in the Company for a price equal to the greater of (i) the appraised value of the Investor Member's interest assuming that the Project remains available for low-income use, or (ii) the total amount of any taxes payable by the Investor Member as the result of the sale in excess of those projected at initial closing.
2. The Managing Member will have the option to purchase the Property for the greater of (i) the appraised value of the property, or (ii) the total amount of any taxes payable by the Limited Partner in excess of those projected at initial closing as the result of the sale.

The Investor Member will have an absolute right to withdraw from the Company at any time after the end of the credit period as defined in the Code.

**G. Managing Member Obligations**

All obligations of the Managing Member, including but not limited to the following guarantees, will be guaranteed by Four Points LLC as well as Stan Voudrie and John Gerber (the "Guarantor"). The Managing Member and Guarantor must demonstrate to Enterprise, in its sole and absolute discretion, its ability to provide meaningful guarantees.

1. Guarantees

A) to achieve lien-free construction completion, cover all cost overruns during construction, payment of all development costs (including any demolition, relocation, environmental remediation and infrastructure construction necessary for the completion of the Project), and conversion of permanent financing at the amounts and terms shown in the projections. Advances under this guarantee will be unreimbursable. Funding under this guarantee may be in the form of a cash-flow contingent loan at the Fund's sole discretion after tax analysis.

B) to advance funds needed to cover all operating deficits until the later of the Stabilization Date or Loan Conversion.

C) to advance funds needed to cover all operating deficits up to a maximum of 9 months of operating expenses, reserve contributions, and debt service and currently estimated to be \$640,000 for three consecutive audited years following the later of Loan Conversion or the initial achievement of the Stabilization Date, provided, however, that (i) the Company Operating Reserve is funded as per the closing Projections; and, (ii) to the extent the project has not achieved Required Debt Service Coverage for each of the last two years of such period, then the obligation will be extended until the two year test has been met.

D) to make cash contributions related to adjusters as described in Section D above.

E) to repurchase the Investor Member's interest in the Company for 110% of capital contributions made to date plus interest from the date repurchase is triggered at the Prime Rate plus 2% if the Company, less the value of credits already received and not subject to recapture:

- 1) fails to qualify for Federal LIH Credits on the entire eligible basis of the project because less than 50% of the aggregate basis of the project was financed with tax exempt bonds as required in Code Section 42 (h)(4) for 4% credit deals;
- 2) fails to place the construction or rehabilitation expenses in service by the end of the second year following receipt of a valid carryover allocation, if applicable;
- 3) fails to receive 8609s by September 1 of the year after the first year of the credit period;
- 4) fails to reach the minimum set-aside test for the Project prior to the Code required deadline;



- 5) fails to achieve Loan Conversion;
- 6) at any time before the Project has operated at break-even for 3 consecutive months, an action is successfully executed to foreclose, abandon, or permanently enjoin the construction of the Project;
- 7) the Project has not operated at break-even for 3 consecutive months within 18 months of the Completion Date; or
- 8) the Credit reflected on IRS Forms 8609 is less than 70% of the Annual Credit Allocation

2. Reserve Requirements

A) The Managing Member will establish a Company operating reserve (the “Company Operating Reserve”) to be funded in the total amount of 3 months of operating expenses, reserve contributions, and debt service which is currently estimated to be \$212,940. The Company Operating Reserve will be funded by the Investor Member’s capital contributions as detailed in Section C above. The Company Operating Reserve will be available to fund operating deficits after the Project has achieved the Stabilization Date and Loan Conversion. Thereafter, the Managing Member will be permitted to use the Company Operating Reserve prior to making Operating Deficit Contributions to the extent the Company Operating Reserve has been funded as of the date of the deficit.

Upon termination and winding up of the Company, subject to the provisions of the Company Agreement, the balance in the Operating Reserve shall be used to (a) pay any tax (including exit and transfer taxes imposed) on the Company, Investor Member and its partners as a result of the sale of the Company Property and winding up of the Company or (b) for other uses approved by the Investor Member. Paying off Sponsor Notes is an eligible use of these funds.

Furthermore, the sponsor will ensure that the bond trustee held reserve is funded from equity per projections.

B) The Managing Member will establish a Lease-Up Reserve budget line item in the amount needed to cover the projected deficits prior to the Stabilization Date. The reserve will be available to fund operating deficits during the lease-up period. In lieu of cash-funding this reserve, borrowing authority under one or more construction period loans may be used as a source. Subject to Fund tax analysis and any loan requirements, funds remaining in the lease-up reserve after the initial lease-up period may be used to reduce outstanding loans, deferred developer fee or partner loans, else will be deposited into the Operating Reserve.

C) The Managing Member will establish a replacement reserve account (the “Replacement Reserve”) for the Project. The Replacement Reserve will be funded from project operations in the amount of \$300 per unit per year, increasing 3% annually. For Acquisition and rehabilitation projects, the Physical Needs Over Time analysis may indicate a higher annual contribution is required. The Replacement Reserve will be held in an account requiring the joint signatures of the Managing Member and the Investor Member.

**H. Opinion of Counsel**

The Investor Member's attorneys will prepare the Company Agreement, review due diligence, and prepare the Investor Member's tax opinion. The Managing Member and the Company's counsel will prepare all other necessary documents, collect due diligence, legal opinions, and perform other work necessary to complete the transaction. The Investor Member will require a satisfactory opinion of Company's counsel on certain corporate and other matters including formation of the Company, limited liability of the Investor Member, no conflict between the Company Agreement and other binding contracts, no litigation, etc. The Company will pay its counsel and \$40,000 toward the Investor Member's attorney fees.

**I. Reporting**

The Company will furnish Enterprise with (i) quarterly unaudited financial statements (not later than 30 days after the end of each quarter) and (ii) annual audited financial statements and tax returns (not later than 60 days after the end of each year) prepared by an independent firm of certified public accountants - approved by Enterprise - who are familiar with reporting requirements applicable to LIHTC properties. Late reporting subjects the Company to a \$100 per day late fee.

**J. Additional Requirements**

In addition to the conditions set forth above, any investment by the Investor Member is contingent upon availability of capital at the time of closing and upon review and approval by Enterprise's Investment Committee, in its sole and absolute discretion, of all of the following:

- An award of tax exempt bond authority from the relevant agency and a bond inducement resolution issued as well as evidence that the project qualifies for Federal LIH Credits in the amount of the Federal LIHTC Allocation because 50% or more of the project is financed with tax exempt bonds subject to the volume cap, as provided in Section 42(h)(4)(B) of the Code;
- Evidence of satisfactory market demand and appropriate rent and operating expense assumptions;
- Approval of the management agent and management plan;
- Acceptable commitments from all other sources of financing;
- Receipt of a satisfactory Phase I Environmental Assessment including radon, lead based paint and asbestos reports, as applicable;
- Satisfactory negotiation of the Company Agreement;
- Review and approval by the Investor Member of all other required due diligence items;
- Review and approval of all financing documents;
- Receipt and approval of all opinions;
- All other items material to the underwriting of the Project; and
- Investor approval,

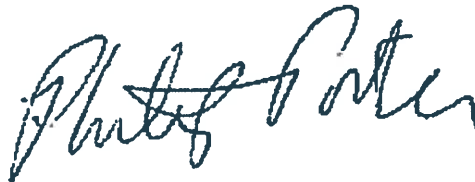
Commitment for 2255 MLK

Enterprise may waive any of the conditions to closing set forth in this letter. The waiver of any condition does not constitute a waiver of any remaining conditions.

The Sponsor acknowledges that upon execution of this letter, Enterprise will commence its underwriting process and due diligence review and will have its outside counsel commence the preparation of the transaction documents. In light of the direct and indirect costs of underwriting and due diligence, the Sponsor agrees that Enterprise will have an exclusive right to syndicate the credits for this Project which will terminate if the Investor Member has not been admitted to the Company within 90 days after the projected closing date.

Please countersign this letter and send one fully executed copy to me. Upon receipt of this executed letter Enterprise will commence the due diligence and documentation process. This commitment will expire in 10 business days if the counter-signed copy is not received by Enterprise by the 11<sup>th</sup> day. We look forward to working with you.

Sincerely,  
ENTERPRISE COMMUNITY INVESTMENT, INC.



Philip Porter, Vice President

Agreed and accepted:

By:



Title: Four Points LLC

Stan Voudrie

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

**PROJECT ASSUMPTIONS**

The terms and conditions set forth in the Commitment Letter including pricing are based on the following assumptions, which may be adjusted prior to closing:

1. Market rents as established by the Enterprise market analyst are at least 10% above the scheduled rents.
2. Economic vacancy rate of 5.0%
3. Annual operating expenses of \$5,850 per unit net of Replacement Reserves and Investor Services Fee. This includes \$30,000 of security payroll in addition to the sponsor budget as an estimate of the typical underwriting. This is not set in stone, but subject to underwriting.
4. The project will have rental subsidy in the form of four Housing Choice Vouchers.
5. In the event the rental or operating subsidies are not in full force and effect as per the projections, we assume the property could achieve \$937,000 base year gross rent potential due to adjusted use and rent restrictions.
6. The tax credit percentage of 3.18% for new construction. The tax credit percentage must be locked at closing.
7. The Project contractor will provide a 15% letter of credit or 100% payment and performance bond. Retainage will be 10% through completion unless limited by state law.
8. Liquidated damages for delayed delivery will be built into the General Contract according to the following minimum standards:
  - Contracts up to \$5MM - \$500 per day
  - Contracts over \$5MM up to \$10MM - \$1,000 per day
  - Contracts over \$10MM up to \$15MM - \$1,500 per day
  - Contracts over \$15MM - \$2,000 per day
9. For projects in Uniform Building Code zones 3 or 4, a seismic survey will be required. Enterprise will not invest in projects with a Scenario Expected Loss ratio (SEL) above 40% post completion. Until such time as the SEL is below 20%, then earthquake insurance sufficient to cover replacement with a deductible of no more than 5% of insured value will be required.
10. Depreciation according to the following with soft costs allocated to the hard cost useful lives pro-rata :
 

Depreciable Life of Building	27.5
Depreciable Life of Furniture, Fixtures, Equipment	5
Depreciable Life of Site Work	15
11. We have assumed that the financing and tax structure will be approved by our tax attorney.

Sources of Financing:

Project Loan Information:

Notes.	LOAN 1	LOAN 2	LOAN 3	LOAN 4	LOAN 5
Lender Name	Beltwether	DC Government Loan	HP TF Note	Seller Note on Land	Deferred Dev Fee
Financing Source	Bank/Conventio	Other	Gov-State Oth	Other	Other
Loan Amount:	7,300,000	490,000	8,493,000	950,000	780,678
Interest Rate:	4.51%	3.00%	3.00%	8.00%	8.00%
Mortgage Insurance Premium					
Fixed or Variable	Fixed	Fixed	Fixed	Fixed	Fixed
Term (Years):	18	40	40	40	15
Amortization	35	40	40	40	15
Loan Type	Conventional Must pay	Contingent	Contingent	Contingent	Deferred Develop. Fee
Loan Repayment Type	Fully Amortizing	Arrear	Cash Flow Conting	Cash Flow Conting	Cash Flow Conting
Loan First Payment Date:	12/1/2018	12/1/2018	12/1/2018	2/1/2017	5/1/2018
No. of Months in First Year	1	1	1	11	8
Monthly Payment	34,593	0	0	0	0
Annual Payment:	415,116	0	0	0	0
MIP Payment (1st Year):	0	0	0	0	0
Non-Recourse Loan?	Non-Recourse	Non-Recourse	Non-Recourse	Non-Recourse	Recourse
Related Party Loan?	Non-Related Party	Non-Related Party	Non-Related Party	Non-Related Party	Related Party
Federal Loan	No	No	No	No	No
Loan Restrictions					

<sup>1</sup> Beltwether Enterprise Real Estate Capital, LLC

CASH FLOW CONTINGENT LOAN OPTIONS (DO NOT COMPLETE CELLS BELOW FOR LOANS THAT ARE "MUST-PAY")

Percent of Cash Flow Available:	100.00%	100.00%	50.00%	90.00%	100.00%
Interest Rate Paid (if different)	4.51%	3.00%	3.00%	8.00%	8.00%
Interest-Only or P&I	P&I	P&I	P&I	P&I	P&I
Simple Interest or Compound:	Compound	Compound	Compound	Compound	Compound
Fixed Payment:					
Accrued Interest During Construction:		26,970	431,368		
Comments					
Loan Maturity Due Date	11/30/2036	11/30/2058	11/30/2058	1/31/2057	4/30/2033

And the Construction Loan projections:  
**Construction Loan Information**

	<b>Construction Loan #1</b> <input type="checkbox"/>	<b>Construction Loan #2</b> <input type="checkbox"/>	<b>Construction Loan #3</b> <input type="checkbox"/>
Lender Name:	Suntrust	DC Government Loan	HPTF Note
Loan Amount:	52% 12,890,000	490,000	8,493,000
Interest Rate	2.97%	3.00%	3.00%
Rate is based on (Libor + X bps, etc.)			
Term (Months)			
Construction Loan Payoff Date (per draw schedule)			
Maturity Date (per loan documents)			
Allowable Extensions (in months)			
	<b>Construction Loan #4</b>	<b>Construction Loan #5</b>	<b>Construction Loan #6</b>
Lender Name:			
Loan Amount:			
Interest Rate:			
Term:			

<b>CONSTRUCTION INTEREST VERIFICATION</b>			
	<b>Loan #1</b>	<b>Loan #2</b>	<b>Loan #3</b>
Months of Construction	17	17	17
Construction % Carry	40.0%	100.0%	90.0%
Months of Interest Carry	5	5	5
Interest During Construction	216,939	20,825	324,857
Interest During Carry	160,037	6,145	106,511
Total Interest	376,975	26,970	431,368
	<b>Loan #4</b>	<b>Loan #5</b>	<b>Loan #6</b>
Months of Construction	15	15	15
Construction % Carry	40.0%	40.0%	40.0%
Months of Interest Carry	7	7	7
Interest During Construction	0	0	0
Interest During Carry	0	0	0
Total Interest	0	0	0
	<b>TOTALS</b>		
Interest During Construction	562,621		
Interest During Carry	272,692		
Total Interest	835,313		

**EXHIBIT N TO AFFIDAVIT**

February 24, 2017

Mr. Stan Voudrie  
Principal, Four Points LLC  
1805 7<sup>th</sup> St NW, 8<sup>th</sup> floor  
Washington, DC 20001  
C/O Jordan Bishop  
Audubon Enterprises

Subject: 2255 MLK  
Washington, DC

Dear Mr. Voudrie:

*Bellwether Enterprise Real Estate Capital, LLC ("Bellwether Enterprise") is pleased to present this proposal for a nonrecourse first mortgage loan for the referenced project in the amount of up to \$6,515,000. These terms are subject to change based on Bellwether Enterprise's further analysis, interest rates, third party reports and market conditions.*

**Borrower:** To Be Created

**Property:** A 71-unit affordable multifamily apartment development, known as the 2255 MLK: Washington, DC.

**Loan Type:** Freddie Mac Forward Tax Exempt Loan

**Loan Amount:** Based on our preliminary analysis, the development can support a loan of \$6,515,000. This amount is subject to change.

**Interest Rate:** 257 basis points plus issuer and trustee fee over the US Ten Year Treasury  
Current all in rate of 5.05 % plus issuer and trustee

**Forward Rate Lock:** 24 months forward. (1<sup>st</sup>) 6 month extension cost of 50bps and (2<sup>nd</sup>) 6 month extension cost of 75bps at lender discretion.

**Loan to Value:** 90%

**Debt Service Coverage:** 1.15x

**Subordinate Financing:** Any must pay subordinate debt must not exceed 95% LTV or 1.05:1.0 DSC, and all subordinate debt must be, at a minimum, coterminous with Bellwether Enterprise's first mortgage.



*Term: 15 years to begin after the Forward Term*

*Yield Maintenance Period: 10 year lockout, followed by Yield Maintenance until 6 months prior to maturity. The loan is pre-payable at 1%, six months before maturity. The loan is open at par for the last 90 days.*

*Amortization: 35 years*

*Origination Fee: 1% of the loan amount*

*BWE Application Fee: \$5,000*

*Freddie Mac Application Fee: Greater of \$3,000 or .1% of loan amount paid with Application submission.*

*Due Diligence Deposit: \$18,000 for third party reports and a \$5,000 legal deposit due with loan application assuming reports may be shared with the Construction lender. Lender may be able to rely on acceptable environmental ordered by alternate party for commitment purposes. A new environmental ordered by lender will be required at conversion.*

*Lender/Freddie Mac Legal: Estimated at \$60,000 to \$70,000 for commitment and \$15,000 for conversion.*

*Freddie Mac Standby Forward Commitment Fee (due at Commitment acceptance): 15 basis points for each year (or partial year, prorated) of the Commitment Period.*

*Forward monitoring fee: Construction monitoring fee will be required monthly during construction*

*Fiscal Agent: Fiscal Agent will be required during TEL Loan and may be chosen by the borrower.*

*Forward Commit. Deposit: 2% of the loan amount is due and payable to Bellwether Enterprise at the time the commitment rate is set. This amount may be paid in cash or posted as a letter of credit and released at the time the mortgage is purchased.*

*A Yield Maintenance Note will also be executed and recorded as a lien against the property and will be released at the time the mortgage is purchased.*

*Reserves for Replacements:* Bellwether Enterprise will determine an initial deposit to the reserve for replacements (if any) in accordance with Freddie Mac guidelines and remaining useful life and cost calculations. Bellwether Enterprise will also determine the amount of the annual contribution to the reserve for replacements, which Borrower will be required to pay in monthly installments. The annual deposit to the reserve for replacements will be no less than \$250-\$300 per dwelling unit per annum. Bellwether Enterprise reserves the right to re-inspect the project and modify replacement reserve requirements throughout the term of the loan. Bellwether Enterprise will invest the reserve, the investment income on which will accrue for the benefit of Borrower after Bellwether Enterprise's administrative costs.

*Conversion:* After the property is built, stabilized and achieves the lender's conversion requirements, Bellwether Enterprise will work with Freddie Mac to close the loan. A conversion fee of \$15,000 is charged as part of the closing.

*Special Conditions:* Subject to Issuer Approval. Freddie Mac will provide assistance, at no cost to the borrower, to explain the structure to the Issuer. Bellwether/Freddie Mac are currently executing a Forward TEL in Washington, DC.

All terms in this proposal are subject to Freddie Mac / Lender pre-screen approval and final underwriting.

*This letter is not a Commitment to lend, but a proposal subject to further due diligence. Upon your review and general concurrence with the terms, Lender will prepare and submit a pre-screen package to Freddie Mac. Terms are subject to final review and approval by Lender / Freddie Mac. Thank you for the opportunity to offer this proposal. If you have any questions, please feel free to contact me at 646 398 4675.*

*Sincerely,*



*Suzie Cope  
Senior Vice President  
Bellwether Enterprise Real Estate Capital, LLC*