

REAL ESTATE PURCHASE AGREEMENT

By and Among

**JACK ALLEN APARTMENTS, LLC;
SPRING HAVEN PARTNERSHIP, L.P.;
PINE WOOD FOREST LIMITED PARTNERSHIP;
CRYSTAL CHASE LIMITED PARTNERSHIP;
COLLEGE HILL APARTMENTS, L.P.;
COURTYARD COMMONS LIMITED PARTNERSHIP;
CAITLIN STATION LIMITED PARTNERSHIP; AND
CHATHAM WOODS LIMITED PARTNERSHIP**

(collectively, "Seller")

And

KUMAR KONERU

("Purchaser")

Dated as of September 15th, 2017

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement"), dated as of September 15th, 2017 (the "Effective Date"), is made by and among Jack Allen Apartments, LLC; Spring Haven Partnership, L.P.; Pine Wood Forest Limited Partnership; Crystal Chase Limited Partnership; College Hill Apartments, L.P.; Courtyard Commons Limited Partnership; Caitlin Station Limited Partnership; and Chatham Woods Limited Partnership (collectively, the "Seller"), and Kumar Koneru ("Purchaser").

RECITALS:

WHEREAS, Seller (also referred to herein as "Property Owner") owns the Real Property (defined below), the Improvements (defined below) and the Personal Property (defined below) constituting the respective apartment complexes as delineated on Exhibit A (including the Real Property, Improvements and Personal Property ascribed to each complex, hereinafter referred to collectively, as the "Project"). The Real Property on which the Project is located is more fully described on Schedule A-1; and

WHEREAS, Seller wishes to sell and convey to Purchaser and the Purchaser wishes to purchase from Seller the Project on the terms and conditions contained herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing, of the covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser covenant and agree as follows:

1. The Project.

1.1 **Description.** Subject to the terms and conditions of this Agreement, and for the consideration herein set forth, Seller agrees to sell and transfer, and Purchaser agrees to purchase and acquire from Seller, the Project, including the real estate on which each project is located as more fully described on Schedule A-1 (the "Real Property"), the apartment complexes and all other buildings, structures and improvements located on such tract of real estate (the "Improvements"), and the mechanical systems, fixtures, furniture, appliances, tools, supplies, inventories, furnishings, equipment and other items of tangible personal property (if any) placed or installed on or about the Real Property or the Improvements and which are owned by Seller and used as part of or in connection with the Project, including, without limitation, all heating, ventilation and air conditioning compressors, engines, systems and equipment, any and all elevators, electrical fixtures, systems and equipment, all plumbing fixtures, systems and equipment, and all keys (the "Personal Property"). The Personal Property shall exclude personal property that is owned by the tenants of each Project, former tenants of the Project, or the management company for the Project, or which is leased pursuant to any service contract with any vendors pertaining to the Project.

1.2 "As-Is" Purchase.

1.2.1 Except as expressly provided in this Agreement, each Project is being sold in its "AS IS, WHERE IS" condition, "WITH ALL FAULTS" and without representation or warranty (all of which Seller hereby disclaims) as of the Effective Date and the Closing Date. The parties agree that all understandings, agreements, letters of intent and letters of interest heretofore made between them or their respective agents or representatives are merged in this Agreement and the Exhibits annexed hereto, which alone fully and completely express their agreement, and that Purchaser's failure to cancel this Agreement pursuant to Section 3.2 shall serve as Purchaser's acknowledgement that it is purchasing the Project after full investigation, or with the parties satisfied with the opportunity afforded for full investigation, of the Project

and all matters affecting the Project and the ownership, use, occupancy, management, operation and maintenance of the Project, and neither party is relying upon any statement or representation by the other, unless such statement or representation is specifically embodied in this Agreement. Purchaser expressly agrees and acknowledges that except as otherwise expressly stated in this Agreement, no warranty or representation is made by Seller as to the fitness for any particular purpose, merchantability, design, condition or repair, value, expense of operation, income potential, compliance with drawings or specifications, absence of defects, absence of faults, flooding, or compliance with laws and regulations (including, without limitation, the Americans with Disabilities Act, Environmental Laws (hereinafter defined), health and safety laws and regulations, and zoning laws and regulations), or as to any other fact or condition which has or might affect the Project or the ownership, use, occupancy, operation, condition, repair, value, expense of operation or income potential thereof. Seller has not authorized any broker, agent, representative, consultant, partner, officer, employee, attorney or any other person to make any statements, certifications, representations or warranties regarding the Property Owner, Project or any matter relating thereto, and Seller expressly disclaims and shall not be liable for any statements, certifications, representations or warranties made by any of the foregoing parties, whether made on their own behalf or acting or purporting to act on behalf of Seller. For purposes of this Agreement, the term "Hazardous Materials" includes, without limitation: (a) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste," or words of similar import under any Environmental Law; (b) any oil, petroleum, or petroleum-derived substances; any flammable substances or explosives, any radioactive materials, any asbestos or any substances containing more than 0.1 percent asbestos, any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million, and any urea formaldehyde insulation; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or regulated under any Environmental Law. For purposes of this Agreement, the term "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 *et seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. Sections 1251 *et seq.*), the Clean Air Act, as amended (42 U.S.C. Sections 7401 *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601-2629), and all regulations promulgated under the foregoing; and any other federal, state or local laws, statutes, rules, ordinances, or regulations now or hereafter in effect, that deal with or otherwise in any manner relate to environmental matters of any kind.

1.2.2 Purchaser acknowledges that: (a) Seller has provided and subject to the terms hereof, will continue to provide, to Purchaser the opportunity to fully and carefully investigate and inspect the physical, structural and environmental condition of the Project and to review and analyze all of the Property Documents (hereinafter defined), all matters of title, all laws, statutes, rules, regulations, ordinances and orders, and all other materials and information affecting or in any manner relating to the Project and the ownership, use, occupancy, management, operation and maintenance thereof, which Purchaser deems necessary to determine the feasibility of the Project for Purchaser's intended use; (b) all of the Property Documents and other information provided or made available by Seller to Purchaser was, and will continue to be, done as an accommodation to Purchaser with the understanding and agreement of both Seller and Purchaser that Purchaser shall not rely on any such documents or information and that the delivery of same by Seller was, and will continue to be, made without representation or warranty with respect to the accuracy, completeness, methodology of preparation or otherwise concerning the contents of such documents or information; and (c) prior to making the election provided in Section 3.2, below, Purchaser shall have completed to its satisfaction all studies, investigations and reviews that it has deemed necessary, and that, except as expressly set forth herein to the contrary, Purchaser's election under Section 3.2 shall be made on the basis of such studies, inspections and reviews performed or obtained by Purchaser, and not on any Property Documents or other information that may have been provided to Purchaser by or on behalf of Seller.

1.2.3 Except for the rights and remedies of Purchaser under this Agreement, Purchaser, on behalf of itself and all of its officers, directors, shareholders, employees, partners, members, subsidiaries and other affiliated or related entities, representatives, consultants and agents and each of the foregoing parties' successors and assigns (collectively, the "Purchaser Parties") hereby expressly waives,

relinquishes and releases any and all rights, remedies and claims any of the Purchaser Parties may now or hereafter have, against Seller, and all of Seller's officers, directors, shareholders, employees, partners, members, subsidiaries and other affiliated or related entities, representatives, consultants and agents, and Seller's and each of the foregoing parties' successors and assigns (collectively, the "Seller Parties"), whether known or unknown, arising from or related to (a) the physical condition, quality, quantity and state of repair of the Project and the prior management and operation thereof; (b) the accuracy, completeness or methodology of preparation of the Property Documents or any other documents or information provided by or on behalf of Seller; (c) the Project's failure to comply with any federal, state or local laws, regulations, ordinances or orders, including, without limitation, those relating to health, safety, zoning, the environment and the Americans with Disabilities Act; or (d) any past, present or future presence, alleged presence, release or alleged release of any Hazardous Materials in, on, under or about, or otherwise migrating to, from, across or under, the Project, including without limitation any claims under, on account of or related to: (i) the Environmental Laws; (ii) this Agreement (unless as otherwise expressly provided herein); or (iii) the common law.

1.2.4 The terms and provisions of this Section 1.2 shall survive Closing (hereinafter defined) hereunder or termination of this Agreement for any reason.

1.3 **Agreement to Convey.** Seller agrees to convey, and Purchaser agrees to purchase, on the Closing Date, the Real Property, Improvements and Personal Property comprising the Project, subject only to Permitted Exceptions (defined in Section 3.1.7 hereof) free of any interest or claim therein of any other person or entity, pursuant and subject to the closing documents described in Section 8.1, below, and the remaining terms and conditions of this Agreement.

1.4 **Obligation to Operate as Low Income Housing.** Purchaser hereby agrees and acknowledges that its agreement to operate each Project as a low-income housing project subject to, in accordance with, and to the extent required by the applicable provisions of Section 42 of the Internal Revenue Code of 1986, as amended (the "Code") and any regulatory agreement applicable to the Project under Section 42 of the Code, was a material inducement to Seller to agree to convey the Project to Purchaser. Purchaser further acknowledges that until the end of the compliance period (as described in Section 42 of the Internal Revenue Code) for each Project, it, and any party it conveys a Project (or any interest therein) to, will (i) be obligated to operate such Project in compliance with the statutory provisions of Section 42 of the Code, the regulations issued in accordance therewith and any complementary, incorporated or otherwise relevant regulations, any regulatory or extended use agreement executed in connection with the low-income housing tax credits received by Seller, and any regulations or use restrictions applicable to the Project on account of any Project financing restrictions (collectively, the "Section 42 Requirements") so as to prevent a recapture of the tax credits allocable to the Seller or its predecessors, and (ii) indemnify Seller and its predecessors for any loss resulting from any noncompliance with the Section 42 Requirements arising after the Closing Date. Purchaser, and any purchaser or transferee from Purchaser shall be required to execute, as a condition to such transfer of the Project (or the interests therein), a Post Transfer Compliance and Indemnity Agreement in the form attached hereto as Exhibit 1.4 (the "PTCI Agreement") with respect to each Project as indicated on Schedule 1.4.

2. Price and Payment.

2.1 **Purchase Price.** The aggregate purchase price for the Project (the "Purchase Price") is FIVE MILLION TWO HUNDRED SEVEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$5,207,700.00). The Purchase Price has been allocated among the Projects as set forth on Exhibit A hereto.

2.2 Deposit.

2.2.1 **Deposit.** On the Effective Date, Purchaser shall, by federal wire transfer, deposit the sum of ONE HUNDRED THOUSAND DOLLARS AND NO/100 (\$100,000.00) (together with all interest earned thereon, the "Deposit") into the escrow account of the Escrow Agent (hereinafter defined), and shall simultaneously therewith provide Seller written evidence of such deposit. If Purchaser shall fail to make the Deposit in accordance with the foregoing before 5:00 p.m., New York, NY time, on the third (3rd) day after the Effective Date, this Agreement shall automatically terminate and neither party shall have

any further rights, obligations or liability hereunder, except for the Surviving Obligations (hereinafter defined). Once made, the Deposit shall be non-refundable, except as otherwise expressly provided for in this Agreement. The Deposit shall be held by the Escrow Agent in accordance with the terms of the Escrow Agreement (attached as Exhibit 10.18).

2.3 Payment. At or prior to 10:00 a.m., New York, NY time, on the Closing Date, Purchaser shall deposit or cause to be deposited with the Escrow Agent sums sufficient to pay the Purchase Price and all other amounts necessary to satisfy Purchaser's obligations with respect to closing the transactions contemplated herein. At or prior to 1:00 p.m., New York, NY time, on the Closing Date, Purchaser shall cause the Purchase Price to be paid to Seller as follows:

2.3.1 Delivery of Deposit. Purchaser shall cause the Escrow Agent to pay Seller all of the Deposit then being held by the Escrow Agent, by federal wire transfer in immediately available funds to such bank account(s) as Seller may designate.

2.3.2 Payment of the Cash Balance. Purchaser shall cause the Escrow Agent to pay Seller the remaining balance of the Purchase Price payable on such Closing Date, subject to adjustment for the prorations and credits set forth in Section 6, below, by federal wire transfer in immediately available funds to such bank account(s) as Seller may designate.

2.4 Closing. Payment of the Purchase Price and the closing hereunder for the Project (the "Closing") will take place pursuant to an escrow closing at 10:00 a.m. New York, NY time, on the later of ninety (90) from the Effective Date, or fifteen (15) days after receipt of the Required Consents, time being of the essence (the "Closing Date"), and shall be conducted by Chicago Title Company (the "Escrow Agent") at the offices of the Escrow Agent located at 725 S. Figueroa St., Suite 200, Los Angeles, CA 90017 or at such other time and place as may be agreed to in writing by Seller and Purchaser. Seller and Purchaser may, at their option, deposit in escrow with the Escrow Agent all documents and Instruments required to be delivered by Seller and Purchaser in order to consummate the Closing pursuant to this Agreement, in which event Seller's attendance at the Closing shall not be required and Seller's failure to attend Closing shall not be deemed or constitute a failure of condition or default hereunder. The Closing of each Project shall occur on the same date; in no event shall any Project close prior to or without the other Projects.

2.5 Extensions to Closing Date.

2.5.1 Extensions for Required Consents.

2.5.1.a. Purchaser Required Consents. Notwithstanding any other provision of the Agreement, in the event Purchaser has applied for the Purchaser Required Consents (as set forth in Section 5.6 of this Agreement) within thirty (30) days of the Effective Date (as defined in Section 3) and has diligently pursued obtaining such Purchaser Required Consents, but such Purchaser Required Consents have not been received for all of the Project within ninety (90) days from the Effective Date (the "Consent Date"), Purchaser shall notify Seller on or prior to such Consent Date ("Consent Status Notice") and Purchaser shall have the one-time right to extend the Closing Date by the earlier of (i) an additional thirty (30) days or (ii) the date which is fifteen (15) days following Purchaser's receipt of such Purchaser Required Consent. Additionally, the Purchaser and Seller may otherwise mutually agree in writing to a new Closing Date. If the Purchaser and Seller do not agree to a new Closing Date as aforesaid, or the Purchaser Required Consent is not received by Purchaser by the extended Closing Date, then this Agreement shall be deemed terminated and the Deposit shall be promptly returned to Purchaser and neither party shall have any further obligations or liability hereunder, except for the Surviving Obligations. In the event that the Purchaser does not pursue any of the Purchaser Required Consents diligently and in good faith, there shall be no extension of the Closing Date and Purchaser shall be deemed to have forfeited the Deposit. Such forfeited Deposit shall be promptly delivered to the Seller and neither party shall have any further obligations or liability hereunder except the Surviving Obligations.

2.5.1.b *Seller Required Consents.* Notwithstanding any other provision of the Agreement, in the event Seller has applied for the Seller Required Consents (as set forth in Section 5.6 of this Agreement) within five days of the Effective Date and has diligently pursued obtaining such Seller Required Consents, and has not received such Seller Required Consents for the Project within thirty (30) days from the Effective Date (the "Consent Date"), Seller shall notify Purchaser on or prior to such Consent Date ("Consent Status Notice") and Seller shall have the one-time right to extend the Closing Date by the earlier of (i) an additional thirty (30) days or (ii) the date which is fifteen (15) days following Seller's receipt of such Seller Required Consent. Within ten (10) days of the date of the Consent Status Notice, the Purchaser and Seller may mutually agree in writing to a new Closing Date. If the Purchaser and Seller do not agree to a new Closing Date as aforesaid, then this Agreement shall be deemed terminated and the Deposit shall be promptly returned to Purchaser and neither party shall have any further obligations or liability hereunder, except for the Surviving Obligations.

3. **Due Diligence.** For a period beginning with the Effective Date and terminating thirty (30) days after the Effective Date (the "Approval Date"), Purchaser has the right to conduct the inspections and studies described in this Section 3 (the "Due Diligence Period").

3.1 Access.

3.1.1 Seller agrees that, during the Due Diligence Period, Seller shall permit Purchaser or Purchaser's agents or representatives reasonable access to each Project (during normal business hours) for purposes of (a) conducting non-intrusive physical or environmental inspections necessary to complete a Phase I Environmental Report and (b) reviewing and inspecting the Property Documents. Purchaser shall give Seller reasonable (but in no event less than (2) business days) prior notice of Purchaser's intention to conduct any inspection of the Projects or the Property Documents, and, if the intended inspection includes or involves intrusive physical or environmental testing, such notice shall be in writing and include a reasonably detailed description of the type, scope, manner and duration of the inspections to be conducted. Purchaser shall not undertake any physically intrusive inspections or environmental testing without Seller's prior written consent, which may be given or withheld in Seller's sole and absolute discretion. Seller reserves the right to have a representative present during any or all inspections of the Project and/or Property Documents conducted by Purchaser or its agents. Purchaser shall not interfere with the activity of tenants or any persons occupying or providing services at the Project. Immediately upon the completion of any physical inspection of the Project, Purchaser shall at its sole expense cause any portion of the Project damaged or altered by or in connection with such inspection to be repaired and/or restored to the condition it was in prior to the inspection. Any inspections undertaken by or on behalf of Purchaser pursuant to this Section 3.1 shall be at Purchaser's sole risk and expense. Purchaser agrees to order (at its sole expense) a Phase I Environmental Report within five (5) days of the Effective Date and commission such report to be received by Purchaser and Seller within twenty (20) days following the Effective Date.

3.1.2 Purchaser acknowledges that, prior to the Effective Date, Seller delivered and Purchaser has received copies of those documents and materials relating to the Project and Project and Property Owner listed in Schedule 3.1.2 (the "Property Documents").

3.1.3 Purchaser agrees to provide to Seller, upon request, copies of all environmental, structural, engineering and other reports or studies prepared by outside consultants (other than such reports prepared by legal counsel that are subject to an attorney-client privilege) undertaking inspections of the Property Documents and/or the Project, or any portion or component thereof or condition affecting the same, for or on behalf of Purchaser (collectively, the "Property Inspection Reports"). Purchaser's obligation to provide to Seller the Property Inspection Reports shall survive any termination of this Agreement, including, without limitation, any termination of this Agreement pursuant to Section 3.2, below. All information regarding or relating to the Project, or the ownership, operation or maintenance of the Project, obtained by Purchaser during any inspection, or in any other manner, or from any other source, including without limitation the Property Documents and Property Inspection Reports (collectively, the "Proprietary Information") shall be held, maintained and treated as private, confidential and privileged information pursuant to Section 3.3, below.

3.1.4 Purchaser agrees that, prior to undertaking any inspections of the Project, Purchaser or Purchaser's agents will obtain not less than One Million Dollars (\$1,000,000.00) comprehensive general liability insurance with a contractual liability endorsement with no exclusion for liabilities assumed hereunder, including, without limitation, Purchaser's Indemnity obligations hereunder and which names Seller and Seller's property manager, as additional insureds thereunder (a copy of which policy shall be provided by Purchaser to Seller prior to undertaking any inspections under this Section 3.1). Such insurance coverage shall be maintained by Purchaser for a period of no less than one (1) year after the Closing Date or any termination of this Agreement for any reason. Purchaser, on behalf of itself and the other Purchaser Parties (as hereinafter defined), agrees to indemnify, defend and hold Seller and all of Seller's officers, directors, shareholders, employees, partners, members, subsidiaries and other affiliated or related entities, representatives, consultants and agents, and Seller and each of the foregoing parties' successors and assigns (the "Seller Parties") harmless from any claims, loss, injury, liability, damage or expense, including reasonable attorneys' fees and costs actually incurred and not merely imputed by application of any applicable state statute, arising out of (a) a breach by Purchaser or any of the Purchaser Parties of any applicable laws, rules, regulations or ordinances, or the agreements set forth in this Section 3, including without limitation the failure of Purchaser or any of the Purchaser Parties to restore a Project in accordance with Section 3.1.1, above; (b) any access to, entry upon or activity conducted by Purchaser or any Purchaser Party with respect to or on, a Project, whether or not such access, entry or activity is permitted by, in compliance with or in violation of any applicable laws, rules, regulations or ordinances, or this Section 3; (c) any lien, claim or levy, including without limitation mechanic's, materialmen's and judgment liens, filed or pending against any portion of the Real Property or a Project, or title thereto, by any contractor, sub-contractor or other party having a claim against or through Purchaser or any Purchaser Party (without limiting the foregoing indemnity, Purchaser hereby acknowledges and agrees that Purchaser's failure to cause any such lien to be released or bonded off to the reasonable satisfaction of Seller within ten (10) business days after receipt of written notice thereof shall constitute a material default hereunder); and (d) any claims, suits, actions or the assertion of any other rights by or on behalf of any tenant, invitee, guest or other party alleging personal injury, property damage, interruption of business, nuisance or any other allegation of negligence or wrong-doing, and including without limitation any and all damages, losses, obligations, liabilities, costs and expenses incurred by or asserted or claimed against Seller or any Seller Party, as a result of, caused by, or arising out of any of matters set forth in subsections (a) (b) and/or (c), above (collectively, the "Indemnity Obligations"). A Seller Party shall promptly notify Purchaser of any and all proceedings for which indemnity is sought, provided, however, the failure to give such notice will not relieve the Purchaser of any liability that it may have to a Seller Party.

3.1.5 Except as may be otherwise expressly set forth in this Agreement, Seller makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information, including without limitation the contents of Seller's or any Project's property manager's books and records, the leases, the contracts, rent rolls, income and expense statements or any other Property Documents supplied to Purchaser in connection with Purchaser's inspections. Except as may be otherwise expressly set forth in this Agreement, it is the parties' express understanding and agreement that all of the Property Documents and any other such materials are provided by Seller solely for Purchaser's convenience in making its own examination and determination prior to the Approval Date as to whether it wishes to purchase the Project (pursuant to Section 3.2), and, in making such examination and determination, Purchaser shall rely exclusively on its own independent investigation and evaluation of the Property and not on the Property Documents or other such materials supplied by Seller or its agents or representatives.

3.1.6 All obligations and agreements of, and indemnifications by, Purchaser contained in this Section 3 shall survive Closing or any termination of this Agreement for any reason.

3.1.7 Within fourteen (14) days after the Effective Date, the Escrow Agent shall issue and deliver to Purchaser a commitment to insure each Real Property to be conveyed hereunder (each a "Title Commitment"). The Escrow Agent shall provide Purchaser with copies of all recorded documents shown as exceptions to title on each Title Commitment. Each item and matter revealed by the Title Commitments (excluding any liens caused by Seller except as set forth in Section 5.1.5) shall be a "Permitted Exception". Purchaser shall use commercially reasonable efforts to satisfy or eliminate, on or before the Closing Date, those requirements in the Title Commitment to be performed or satisfied by

Purchaser. Seller shall use commercially reasonable efforts to satisfy or eliminate, on or before the Closing Date, those requirements in the Title Commitment to be performed or otherwise satisfied by Seller.

If Purchaser desires a new survey of the Project, Purchaser shall make timely arrangements to engage a surveyor, and pay the cost of, and otherwise cause a survey to be obtained at Purchaser's request for the Project.

3.2 Purchaser's Right to Terminate. Purchaser shall have the right to terminate this Agreement for any or no reason whatsoever (excluding the failure to assume the Financing as set forth in Section 5.7), by providing to Seller written notice of such termination before 5:00 p.m. New York, NY time on the Approval Date, time being of the essence. In the event that Purchaser fails to deliver such written notice to Seller by such date and time, such failure shall be deemed to be the election of Purchaser to irrevocably waive Purchaser's right to terminate this Agreement pursuant to this Section 3.2. If Purchaser timely terminates this Agreement pursuant to this Section 3.2, the Deposit shall be promptly returned to Purchaser and neither party shall have any further obligations or liability hereunder, except for the Surviving Obligations.

3.3 Confidentiality. Purchaser agrees that, unless Seller specifically and expressly otherwise agrees in writing, all of the Proprietary Information is and shall be deemed and treated by Purchaser and all of the Purchaser Parties as proprietary, privileged and confidential and Purchaser shall not disclose same to any other person except those of the Purchaser Parties assisting Purchaser with the transaction contemplated herein, or Purchaser's lender, if any, and then only on a need-to-know basis, and upon Purchaser making each such person aware of the confidentiality restrictions set forth herein and procuring such person's agreement to be bound thereby. Notwithstanding the foregoing, Purchaser shall not be deemed to have violated the provisions of this Section 3.3 if Purchaser or any Purchaser Party is required to disclose any Proprietary Information pursuant to a judicial order validly issued and served upon Purchaser or any Purchaser Party by a court with competent jurisdiction over the Property and the Proprietary Information which is the subject of such order, if Purchaser (a) promptly, and in no event less than five (5) business days after Purchaser's or any Purchaser Party's receipt of such court order, delivers a copy of same, together with any notices or other documents which were served on Purchaser or any Purchaser Party with such court order, to Seller, and (b) cooperates in any effort (provided that neither Purchaser nor any Purchaser Party is thereby placed in breach of such court order) instituted by Seller to prevent such disclosure. In the event the purchase and sale contemplated hereby fails to close for any reason whatsoever, Purchaser agrees to deliver to Seller, or cause to be delivered to Seller all Proprietary Information in the possession of Purchaser and any of the Purchaser Parties (excluding Property Information that Purchaser acquires from parties other than Seller or any agent of Seller). Further, Purchaser agrees not to use or allow to be used any Proprietary Information for any purpose other than to determine whether Purchaser shall proceed with the purchase of the Project contemplated by this Agreement, or if such purchase is consummated, in connection with the operation of the Project following the Closing Date. In the event that closing does occur hereunder, Purchaser shall only disclose the name of Seller in any marketing materials, press releases or interviews and in no event shall Purchaser disclose the name of any affiliate of Seller or any principal thereof. Purchaser, on behalf of itself and the other Purchaser Parties, agrees to indemnify Seller and each of the Seller Parties against all costs, claims and damages, including attorneys' fees, suffered or sustained as the result of a breach by Purchaser or any of the Purchaser Parties of the covenants contained in this Section 3.3. All obligations of Purchaser under this Section 3.3 shall be referred to as the "Confidentiality Obligations." Notwithstanding any other term of this Agreement, the provisions of this Section 3.3 shall survive Closing or the termination of this Agreement for any reason.

4. Prior to Closing. Until Closing, Seller (or Seller's agents, on behalf of Seller) shall:

4.1 Insurance. Maintain the Project's existing casualty and liability insurance with respect to the Project.

4.2 Operation. Operate and maintain the Project substantially in accordance with past practices, including, without limitation, leasing and attempting to lease units to new tenants. Seller shall use diligent commercially reasonable efforts to cure any violations for which any state or municipal agency has provided written notice to Seller. Furthermore, Seller shall cure any Section 42 noncompliance for which any state or federal agency has provided written notice to Seller, provided that, if Seller is diligently

proceeding to cure such Section 42 noncompliance and such cure is not effectuated before the Closing Date, Seller shall have the option to extend the Closing Date by thirty (30) days to effectuate such cure.

4.3 Existing Reserves; Cash on Hand. Maintain any and all reserve funds held by any third party with respect to the Project other than reserves for taxes and insurance which may be drawn by a third party in the ordinary course for application to tax and insurance invoices then due. In addition, each Seller shall be entitled to distribute cash on hand as and when Seller desires (after reserving for accounts payable and such cash on hand shall be distributed to Seller at or prior to Closing).

4.4 Capital Improvements. Refrain from undertaking any new improvements of a capital nature that will not be completed (unless of an emergency nature affecting the life or safety of the tenants) and paid for prior to Closing and provide evidence of payment therefor (or evidence of lien waivers) upon written request.

4.5 Notice of Violations. Notify Purchaser, promptly upon Seller receiving written notice of any alleged violation of law, regulation, regulatory agreement, governmental investigation or action or filed lawsuit that if adversely determined would have a material and adverse affect on the operations or financial viability of a Project or the transactions contemplated by this Agreement.

4.6 New Contracts. Promptly upon execution thereof, Seller shall provide to Purchaser a copy of any new Contract, or of any amendment or modification to any existing Contract listed on Schedule 3.1.2 attached hereto, entered into by Seller prior to Closing that will survive Closing. From and after the Effective Date, Seller will enter into only those Contracts which Seller or Seller's agents believe are reasonably necessary or appropriate to carry out its obligations under Section 4.2 hereof and which are either approved by Purchaser or which are subject to cancellation upon thirty (30) days notice.

4.7 Title Affidavits. Each Seller to provide a title affidavit to Purchaser's title company in the form attached hereto as Exhibit 4.7.

5. Representations and Warranties.

5.1 With respect to Seller. Each Seller represents and warrants respectively to Purchaser as follows:

5.1.1 Seller is a limited partnership or limited liability company duly organized and validly existing under the laws of the State of its formation.

5.1.2 Subject to the Required Consents, Seller has the power and authority to engage in the transactions contemplated in this Agreement.

5.1.3 The execution and performance of this Agreement has been authorized by Seller, and to Seller's knowledge (hereinafter defined), the execution of this Agreement by Seller will not result in a breach of, violate any term or provision of, or constitute a default under, any articles of incorporation, bylaws, partnership certificate, partnership agreement, articles of organization, operating agreement, indenture, deed to secure debt, deed of trust, mortgage, lease or other document by which Seller is bound.

5.1.4 Seller is not insolvent. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy law is pending against Seller.

5.1.5 Seller owns the Project and such Project, upon conveyance to Purchaser, will be free and clear of any liens, encumbrances, security interests therein or thereon, except the Permitted Exceptions, in connection with the Assumed Financing, and excluding (i) any liens and encumbrances as Purchaser elects to have remain on the Projects; (ii) such deeds of trust, deeds to secure debt, and other encumbrances in regard to any debt being assumed by the Purchaser; (iii) any Regulatory Agreements, Extended Use Agreements or other similar agreements in connection with any low-income housing tax credits and (iv) encumbrances set forth in any title policy of the Property Owner that do not interfere with the operation of the Project as residential rental housing.

5.1.6 Seller is not currently in violation of any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation Executive Order No. 13224

on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act"). Seller is not a "Prohibited Person," which is defined as follows: (i) a person or entity that is listed in the Annex to, or is otherwise subject to, the provisions of the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom Purchaser is prohibited from dealing with or otherwise engaging in any transaction by any Anti-Terrorism Law, including without limitation the Executive Order and the USA Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or support "terrorism" as defined in Section 3(d) of the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the then-most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/eofac/odac/sdn/l11sdn.pdf>, or at any replacement website or other replacement official publication of such list; and (vi) a person or entity who is affiliated with a person or entity listed in items (i) through (v), above.

5.2 With respect to the Projects. Seller represents to Purchaser that as of the Effective Date:

5.2.1 Except as set forth on Schedule 5.2.1, neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any applicable law, regulation or regulatory agreement to which Seller is subject or any provision of the partnership agreement, certificate of limited partnership, operating agreement or certificate of formation (the "Governing Documents") of any Property Owner or (ii) to Seller's knowledge, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or consent under any material written agreement to which Seller is a party. Except as set forth on Schedule 5.2.1, Seller does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental entity, lender, partner or member of Seller in order for the parties hereto consummate the transactions contemplated by this Agreement (the "Required Consents").

5.2.2. Seller does not have any employees and will not have any employees at the time of Closing.

5.2.3 Intentionally omitted.

5.2.4 Except as set forth on Schedule 5.2.4, to Seller's knowledge and during Seller's ownership of the Project (as defined below), Seller has not received written notice of any alleged violation of law, governmental investigation or action or filed lawsuit that, if adversely determined, would have a material and adverse effect on the operations of financial viability of a Project or the transactions contemplated by this Agreement.

5.2.5 Except as set forth on Schedule 5.2.5, Seller has not received a written copy of any notice of noncompliance with Section 42 or 142 or IRS Form 8823 issued by a governmental authority with respect to any Project.

5.2.6 The Rent Roll provided to Purchaser in the Property Documents and to be updated and provided to Purchaser at Closing lists all existing tenant leases for the Project and the information set forth on each Rent Roll provided to Purchaser with respect to rent, deposits, delinquencies and credits is true and correct, except for inaccuracies which are not material when taken in the aggregate.

5.2.7 To Seller's knowledge, there is no litigation or proceeding (including, but not limited to, condemnation or eminent domain proceedings, arbitration proceedings or foreclosure proceedings), pending or, to Seller's knowledge, threatened in writing, against the Property Owner or Project except as disclosed in writing to Purchaser.

"Seller's knowledge," as used in this Agreement means the current actual knowledge of David Pearson.

"during Seller's ownership" as used in this Agreement shall mean the time period beginning with the date that the respective Seller acquired an interest in the Project and continuing until the Effective Date.

Seller's representations and warranties set forth above are qualified by any actual knowledge obtained by Purchaser prior to the Effective Date. Seller may further qualify the foregoing representations and warranties by notice to Purchaser (a "Section 5 Notice") prior to the Closing Date, of the facts or circumstances known to Seller that make the applicable representation and warranty false, misleading or inaccurate. If Seller delivers a Section 5 Notice less than three (3) business days before the Closing, then Purchaser may by notice to Seller extend the Closing Date to that day which is three (3) business days after the date of receipt of the Section 5 Notice. If any Section 5 Notice delivered after the Effective Date discloses a material adverse change in the matter covered by the applicable representation and warranty that would have a material adverse effect on a Project, then Purchaser's sole remedy shall be to either (such election of Purchaser to be exercised on or before the Closing Date or within the 3 business day period referenced above): (i) waive its rights and claims hereunder with respect to such misrepresentation or breach of warranty, and proceed to Closing in accordance with the terms of this Agreement, without any reduction in the Purchase Price, or (ii) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and the parties shall have no further obligations hereunder except for the Surviving Obligations provided that, if such material adverse change is susceptible to cure, Seller shall have the option to extend the Closing Date by thirty (30) days to effectuate such cure. Notwithstanding the foregoing, to the extent it is determined that an additional Required Consent is necessary, Purchaser or Seller shall have the option to extend the Closing Date by thirty (30) days to obtain the Purchaser Required Consent or Seller Required Consent, as applicable.

5.3 By Purchaser. Purchaser represents and warrants to Seller as follows:

5.3.1 Any assignee of Purchaser in connection with Section 10.4 shall be a limited liability company or limited partnership duly organized and validly existing under the laws of the State of its formation.

5.3.2 Purchaser has the power to acquire and own the Project and to engage in the transactions contemplated in this Agreement.

5.3.3 The execution and performance of this Agreement has been authorized by Purchaser, and to the best of Purchaser's knowledge, the execution of this Agreement by Purchaser will not result in a breach of, violate any term or provision of, or constitute a default under, any articles of incorporation, bylaws, partnership agreement, partnership certificate, articles of organization, operating agreement, indenture, deed to secure debt, deed of trust, mortgage, lease or other document by which Purchaser is bound.

5.3.4 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy law is pending against Purchaser.

5.3.5 On or before the Approval Date, Purchaser shall have (a) inspected the Project fully and completely at its expense and will have ascertained to its satisfaction the extent to which the Project comply with applicable zoning, building, environmental, health and safety and all other laws, codes and regulation; and (b) reviewed the books and records, title reports, expenses and other matters relating to the Project and Seller and based upon its own investigations, inspections, tests and studies, shall have determined whether or not to purchase the Project.

5.3.6 Neither Purchaser nor any of its respective constituent owners or affiliates currently are in violation of any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act"). Neither Purchaser nor any of its respective constituent owners or affiliates is a "Prohibited Person," which is defined as follows: (i) a person or entity that is listed in the Annex to, or is otherwise subject to, the provisions of the Executive Order; (ii) a person or entity

owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom Seller is prohibited from dealing with or otherwise engaging in any transaction by any Anti-Terrorism Law, including without limitation the Executive Order and the USA Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or support "terrorism" as defined in Section 3(d) of the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the then-most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/eofac/ofac/sdn/t11sdn.pdf>, or at any replacement website or other replacement official publication of such list; and (vi) a person or entity who is affiliated with a person or entity listed in items (i) through (v), above.

5.4 Broker. Seller and Purchaser each represents to the other that the only real estate broker with whom they have dealt with in connection with this Agreement and the transaction set forth herein is Apartment Realty Advisors ("Seller's Broker") and they know of no other real estate broker or other intermediary who has claimed or may have the right to claim a commission in connection with this transaction. The payment of any fee or commission to Seller's Broker shall be subject to the terms and conditions of a separate written agreement between Seller (or its representatives) and Seller's Broker and such fee or commission owed or alleged to be owed to Seller's Broker shall in no way be the responsibility of Purchaser. Seller and Purchaser agree that each will indemnify, defend and hold the other free and harmless from any claims arising from a breach of the foregoing representations (the "Broker Obligations"). This mutual indemnity shall survive Closing and any termination of this Agreement for any reason.

5.5 Survival Period. Notwithstanding anything to the contrary contained in this Agreement, the representations and warranties of Seller contained in this Article 5 shall survive Closing for a period of one hundred and eighty (180) days (the "Survival Period"). Purchaser shall commence any action, suit, or proceeding with respect to any alleged breach by Seller of a representation or warranty set forth herein, if at all, on or before the expiration of the applicable Survival Period. Seller shall have no liability to Purchaser for any breach of any representation or warranty, if (a) Purchaser does not provide to Seller notice of such breach and commence any action, suit, or proceeding with respect to such breach on or before the expiration of the applicable Survival Period, or (b) Purchaser had actual knowledge prior to Closing that the representation or warranty was untrue, incorrect or misleading in any material respect. Seller and Purchaser hereby expressly agree, which agreement shall survive Closing or any termination of this Agreement prior to Closing, that the maximum amount for which Seller shall be liable, and for which Purchaser shall have the right to assert claims against Seller, arising out of the breach of any representation or warranty of Seller under this Agreement shall not exceed, in the aggregate, TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$200,000.00) (the "Cap") and no amounts shall be recoverable by Purchaser hereunder until such time as Purchaser's actual damages exceed FIFTY THOUSAND and NO/100 DOLLARS (\$50,000.00), in which event, recovery may be made of the first dollar lost. In no event shall Seller be liable to Purchaser for any punitive, speculative, consequential or other damages whatsoever as a result of Seller's breach of representation or warranty; it being expressly agreed Purchaser shall be entitled to only the amount of Purchaser's actual damages resulting from any and all breaches of Seller's representations and warranties under this Agreement up to, but not exceeding in the aggregate, the Cap.

5.6 Required Consents.

5.6.1 Purchaser shall be responsible at its sole cost and expense for seeking the approval of the Purchaser Required Consents (as set forth on Schedule 5.2.1) and any other applicable regulating agencies to the transactions contemplated by this Agreement. Purchaser hereby agrees to submit the transfer approval request for the Purchaser Required Consents within thirty (30) days of the Effective Date. The Purchaser shall diligently pursue the Purchaser Required Consents and shall provide Seller with a copy of all communications related thereto. The Seller will reasonably and diligently cooperate with Purchaser as may be necessary to obtain such consents.

5.6.2 Seller shall be responsible at its sole cost and expense for seeking the approval of the Seller Required Consents (as set forth on Schedule 5.2.1). The Purchaser will reasonably and diligently cooperate with Seller as may be necessary to obtain such consents.

5.7 Application for Purchaser Assumption of Financing. If Purchaser so chooses in connection with the Required Consents, it may apply for assumption of the financing of certain of the

transactions contained in this Agreement (as set forth on Schedule 5.7) (the "Assumed Financing") in form reasonably acceptable to Purchaser. Purchaser shall apply to obtain approval for the Assumed Financing within thirty (30) days following the Effective Date (the "Financing Approval Date"). Credit will be given at Closing toward the Purchase Price for the dollar amount of existing outstanding mortgage principal and any accrued interest assumed by Purchaser.

6. Costs and Prorations.

6.1 Purchaser's Costs. Purchaser will pay the following costs of closing this transaction:

6.1.1 The premiums and all other costs relating to the issuance of any title policies, any and all special endorsements issued in connection with this transaction and any and all the fees;

6.1.2 Customary closing charges, the fees of Purchaser's counsel and any other costs or expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Project, any costs of updating the existing surveys for the Project and closing this transaction; and

6.1.3 Any and all special endorsements to the title policy issued in connection with this transaction.

6.1.4 Any transfer fees or sales tax (if applicable) in connection with the Closing.

6.2 Seller's Costs. Seller will pay the following costs of closing this transaction:

6.2.1 The fees of Seller's counsel and customary closing charges;

6.2.2 Costs associated with issuance of a preliminary title report for the Projects;
and

6.3 In General. All prorations provided for herein shall be made as of the end of the day before the Closing Date. For each Project, general real estate taxes, ad valorem, and assessments imposed by governmental authority and any assessments imposed by private covenant constituting a lien or charge on any Property for the then current year or other current tax period (collectively "Taxes") not yet due and payable shall be prorated. If the Closing occurs prior to the receipt by Seller of the tax bill for the calendar year or other applicable period in which Closing occurs, Purchaser and Seller shall prorate Taxes for such applicable tax period based upon the tax bills for the immediately preceding tax period. All collected rent and other collected income under lease in effect on the Closing Date shall be prorated. Seller shall be charged with any rent and other income collected by Seller from each Project before the Closing Date but applicable to any period of time after the Closing Date. Uncollected rent and other income shall not be prorated. Purchaser shall apply rents from tenants that are collected after the Closing first to rent due for the periods of time occurring after Closing and to the costs of collection, remitting the balance, if any, to Seller to the extent such remaining balance is attributable to rent due and owing prior to the Closing Date. Any prepaid rents applicable to the period following Closing shall be paid over by Seller to Purchaser, or credited to Purchaser at Closing.

Seller shall pay to Purchaser (or a credit may be allocated to Purchaser at Closing) for the utilities for the Project (including water, sewer, electric and gas) a prorated amount for the time period beginning the first day following the last billing cycle and ending on the day prior to Closing. Such proration shall be based upon an average of the last 3 full billing cycles for each utility prior to Closing. Purchaser shall be responsible for all expenses and costs allocable to utilities thereafter. There shall be no further adjustments to these amounts.

Seller and Purchaser shall prorate as of Closing all fees and charges under any service contracts or vendor agreements applicable to the Project which are to continue in effect following Closing.

If final prorations cannot be made at Closing for any item being prorated under the terms of this Agreement, then Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as invoices or bills are available, with final adjustment to be made as soon as reasonably possible after the Closing, but no later than ninety (90) days after Closing, provided, however, that the proration of

Taxes will not be subject to adjustment after Closing. Any other costs or charges of closing this transaction not specifically mentioned in this Agreement shall be paid and adjusted by the party incurring them.

7. **Notices.** Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given (a) upon confirmed receipt if given by electronic mail transmission, provided that (i) such transmission is completed at or prior to 5:00 p.m. New York, NY time, on the date transmitted, and (ii) an original of such notice is also delivered pursuant to one of the methods described in the following clauses (b) and (c), for scheduled delivery on the next business day, or (b) one (1) business day after pickup by United Parcel Service (Overnight), Federal Express, or another similar overnight express service, or (c) upon receipt if delivered by local messenger, in any case addressed to the parties at their respective addresses set forth below:

If to Seller:

Related Affordable, LLC
c/o Related Companies
60 Columbus Circle
New York, NY 10023
Attn: David Pearson
Email: dpearson@related.com

with a copy to:
Levitt & Boccio, LLP
423 West 55th Street, 8th Floor
New York, NY 10019
Attn: David S. Boccio, Esq.
Email: dboccio@levittboccio.com

If to Purchaser:

Income Property Investments Inc.
520 E. Foothill Bl.
Pomona, CA 91767
Attn: Kumar Koneru
Email: kumar@incomepropertyinvestments.com

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section 7 to the other party. Notices shall be deemed effective if given by counsel to either party on behalf of such party. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

8. Closing and Escrow.

8.1 **Seller's Deliveries.** Seller shall deliver at Closing the following original documents each executed and, if required, acknowledged:

8.1.1 A Special/Limited Warranty Deed (or the state-specific equivalent) from Seller conveying the Project to Purchaser (the "Deed").

8.1.2 An Assignment and Assumption of Leases in the form attached hereto as Exhibit 8.1.2 ("Assignment").

8.1.3 A General Assignment and Bill of Sale in the form attached hereto as Exhibit 8.1.3 ("Bill of Sale").

8.1.4 Evidence of Seller's authority to enter into the transactions contemplated by this Agreement.

- 8.1.5 A settlement statement in the form approved by Seller and Purchaser.
- 8.1.6 A certificate executed by Seller confirming that Seller's representations and warranties set forth in Section 5.1 hereof are true and correct in all material respects as of the date of Closing.
- 8.1.7 The title affidavit referenced in Section 4.7.
- 8.1.8 An affidavit pursuant to the Foreign Investment and Real Property Tax Act, in customary form.

8.2 Purchaser's Deliveries. At Closing, Purchaser shall (i) pay Seller the Purchase Price as required by, and in the manner described in, Section 2 hereof, and (ii) execute and deliver the following documents:

- 8.2.1 One or more counterparts of the agreements referenced in Section 8.1.2 and 8.1.3.
- 8.2.2 A PTCI (and related Guaranty) for each Project.
- 8.2.3 Evidence of Purchaser's authority to enter into the transactions contemplated by this Agreement in a form reasonably acceptable to the Seller.
- 8.2.4 A settlement statement in the form approved by Seller and Purchaser.
- 8.2.5 A certificate executed by Purchaser confirming that Purchaser's representations contained herein are true and correct in all material respects as of the date of Closing.
- 8.2.6 Purchaser's share of the costs and expenses as adjusted by the net adjustments, credits proration and other amounts due hereunder.

8.3 Insurance. Seller shall terminate its policies of insurance for the Project as of noon on the Closing Date, at which point the risk of loss for any casualty to the Project shall pass to Purchaser and Purchaser shall be responsible for obtaining insurance on behalf of each Project.

9. Default; Conditions Precedent.

9.1 Purchaser Default. If Purchaser shall fail or refuse to purchase the Project in violation of Purchaser's obligations hereunder for any reason other than a default by Seller under this Agreement or the failure of a condition precedent to Purchaser's obligations hereunder, or shall otherwise be in default at or prior to Closing of one or more of its material obligations hereunder, Seller shall have as its sole remedies hereunder the right to: (a) terminate this Agreement and retain the full amount of the Deposit; or (b) waive such breach or default and proceed to Closing. Seller and Purchaser acknowledge and agree that (a) it would be extremely difficult to accurately determine the amount of damages suffered by Seller as a result of Purchaser's default hereunder; (b) the Deposit constitutes a fair and reasonable amount to be received by Seller as agreed and liquidated damages for Purchaser's default under this Agreement, as well as a fair, reasonable and customary amount to be paid as liquidated damages to a seller in an arm's length transaction of the type contemplated by this Agreement upon a default by the purchaser thereunder; and (c) receipt by Seller of the Deposit upon Purchaser's default hereunder shall not constitute a penalty or a forfeiture.

9.2 Seller Default. If Seller shall refuse or fail to convey the Project to Purchaser in violation of Seller's obligations hereunder for any reason other than the failure of a condition precedent or a default by Purchaser under this Agreement, or shall otherwise be in default of its obligations hereunder at or prior to Closing, Purchaser shall give written notice of such default to Seller and, if Seller shall fail to cure such default within ten (10) business days following such notice, such failure shall be deemed a "Seller Default". If any Seller Default shall occur and remain uncured, Purchaser shall have the right, as its sole and exclusive remedy for such default, the right to: (a) terminate this Agreement and receive a return of the Deposit, together with reasonable out-of-pocket due diligence expenses of Purchaser, not to exceed \$50,000, or (b) seek specific performance of this Agreement subject to the terms and conditions of this Section 9.2, or (c) waive such breach or default and proceed to Closing. Purchaser shall have the right to seek specific performance of Seller's obligation to convey the Project pursuant to this Agreement only if

Purchaser complies with the following preconditions (collectively, the "Specific Performance Preconditions"):

(i) Purchaser delivers written notice to Seller of Purchaser's intent to file a cause of action for specific performance against Seller (a "Suit Notice") on or before the date which is fifteen (15) calendar days following the earlier to occur of (x) Purchaser's receipt of written notice from Seller that Seller has failed to perform as required under this Agreement (a "Default Notice"), or (y) the scheduled Closing Date; and

(ii) If Purchaser has timely given a Suit Notice to Seller, Purchaser files a lawsuit asserting a claim or cause of action for specific performance against Seller in the State within thirty (30) calendar days following the date on which Purchaser has delivered the Suit Notice.

In the event that Purchaser fails to timely comply with any of the Specific Performance Preconditions set forth above, time being of the essence, Purchaser shall (i) automatically be deemed to have irrevocably waived and released Purchaser's right of specific performance, and (ii) Purchaser shall be deemed to have elected to exercise the remedy set forth in Section 9.2(a), above. This Agreement confers no present right, title or interest in the Project to Purchaser and Purchaser agrees that it shall have no right to file a lis pendens or other similar notice against the Project until each of Specific Performance Preconditions have been satisfied.

If the Purchaser is entitled to bring an action for specific performance of this Agreement, Purchaser agrees that Seller shall not be obligated to undertake any of the following: (A) change the condition of a Project or restore the same after any fire or casualty; (B) expend money or post a bond to remove or insure over a title defect or encumbrance or to correct any matter shown on a survey of a Project; (C) secure any permit, approval, or consent with respect to the Project or Seller's conveyance thereof; or (D) expend any money to repair, improve or alter the improvements or any portion thereof. If Purchaser prevails on a specific performance action, to the extent Seller's failure to take such actions results in a basis for a claim under the PTCL, such claim will be deemed waived (and this provision shall survive any closing related thereto).

9.3 Conditions Precedent. If prior to or at Closing: (i) any representation or warranty of Seller contained in this Agreement is, or as of the Closing Date will be, untrue in any material respect, or (ii) Seller fails to perform any of its covenants set forth in this Agreement, then Purchaser shall promptly give Seller written notice of its objection thereto. In such event, Seller may elect to postpone the Closing for thirty (30) days to give Seller the opportunity to attempt to cure such objection. If Purchaser fails to waive the objection within ten (10) days after notice from Seller that Seller will not cure the objection, or if any one or more of the other conditions to Closing set forth in the first sentence of this Section 9.3 are not satisfied either as of Closing or as of the end of the 30-day extension period, then at Purchaser's option this Agreement shall terminate with respect to the Project affected by such objection. In which case the Deposit shall be refunded to Purchaser ratably adjusted or, alternatively, Purchaser shall have the right to waive such unsatisfied condition and proceed to Closing. In no event shall Seller be obligated to convey any Project in the event a Required Consent has not been obtained prior to the then-applicable Closing Date.

9.4 Attorneys' Fees. Notwithstanding anything to the contrary in this Agreement, in the event that either Seller or Purchaser, as the case may be, shall bring a lawsuit against the other party to enforce their respective rights under or arising from this Agreement including Section 9.1 and 9.2 above, the losing party shall pay the prevailing party's costs and expenses incurred in connection with such litigation, including without limitation reasonable attorneys' fees actually incurred and not merely imputed by any applicable states statutes. The "prevailing party" shall be determined by the court hearing such matter.

10. Miscellaneous.

10.1 Entire Agreement. This Agreement, together with the Exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

10.2 Severability. If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

10.3 Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of New York (the "State") without regard to its conflict of laws principals (the "State"). Any dispute arising under this Agreement or the documents referred to herein will be adjudicated exclusively in the courts of the State with venue in New York County.

10.4 Assignability. Purchaser shall not have the right, without the prior written approval of Seller, which may be given or withheld in Seller's sole and absolute discretion, to assign or transfer any of Purchaser's rights, obligations and interests under this Agreement prior to or at the Closing. Any assignment made without Seller's prior written approval shall be void; provided, however that Purchaser may, with notice to Seller, assign its rights to acquire any Project to another entity owned at least 50%, directly or indirectly, by Purchaser or the Kumar Koneru Separate Property Trust, a California trust (the "Trust") and controlled by Purchaser or the Trust or under common control with Purchaser. No assignment shall release Purchaser herein named from any obligation or liability under this Agreement.

10.5 Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

10.6 No Public Disclosure. Prior to Closing, all press releases or other dissemination of information to the media or responses to requests from the media for information relating to the transaction contemplated herein shall be subject to the prior written consent of both parties hereto. After Closing, this covenant shall terminate and no longer be binding on either party (subject to the Confidentiality Obligations described herein).

10.7 Captions; Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

10.8 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

10.9 Time of Essence. Time is of the essence in this Agreement.

10.10 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any counterpart bearing a copy of a party's signature shall be as effective and binding as a counterpart bearing an original of such party's signature.

10.11 Recordation. Purchaser and Seller agree not to record any letter of intent, this Agreement or any memorandum hereof.

10.12 Proper Execution. The submission by Seller to Purchaser of this Agreement in an unsigned form shall be deemed to be a submission solely for Purchaser's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option or an offer, and shall not confer any rights upon Purchaser or impose any obligations upon Seller irrespective of any reliance thereon, change of position or partial performance. The submission by Seller

to Purchaser of this Agreement for execution by Purchaser and the actual execution thereof and delivery to Seller by Purchaser shall similarly have no binding force and effect on Seller unless and until Seller shall have executed this Agreement and the Deposit shall have been received by the Escrow Agent.

10.13 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY TO THIS AGREEMENT (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.14 Liability of Seller Agents. It is hereby expressly agreed that in no event shall any officer, director, partner, member, employee, agent or representative of Seller have any personal liability in connection with this Agreement or the transaction envisioned herein.

10.15 Waiver. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

10.16 Business Days. If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday or Legal Holiday (hereinafter defined), the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or Legal Holiday. As used herein, the term "Legal Holiday" shall mean any local or federal holiday on which post offices are closed either in the jurisdiction in the State.

10.17 Surviving Obligations. The term "Surviving Obligations," as used herein shall mean, collectively, the Indemnity Obligations, the Confidentiality Obligations, and the Broker Obligations, together with any other obligations of the parties which expressly survive the termination of this Agreement for any reason.

10.18 Escrow Agreement. Contemporaneously with the execution and delivery of this Agreement, Seller, Purchaser and Escrow Agent shall enter into an escrow agreement (the "Escrow Agreement") in the form attached hereto as Exhibit 10.18.

10.19 Entire Agreement This Agreement embodies the entire agreement and understanding with respect to its subject matter between Purchaser and Seller and it supersedes all prior agreements and understandings, written and oral, between Purchaser and Seller related to this subject matter. This Agreement and the obligations of the parties under this Agreement may be amended, waived and discharged only by an instrument in writing executed by the party against which enforcement of the amendment, waiver or discharge is sought.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Real Estate Purchase Agreement effective as of the date first set forth above and referred to herein as the Effective Date.

SELLERS:

Jack Allen Apartments, LLC

By: RAST GP ACQUISITION I, LLC, its general partner

By:


Name: Matthew Finkle
Title: Vice President

Spring Haven Partnership, L.P.

By: RAST GP ACQUISITION II, LLC, its general partner

By:


Name: Matthew Finkle
Title: Vice President

Pine Wood Forest Limited Partnership

By: RAST GP ACQUISITION III, LLC, its general partner

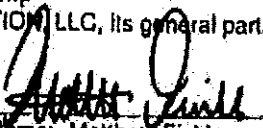
By:


Name: Matthew Finkle
Title: Vice President

Crystal Chase Limited Partnership

By: RAST GP ACQUISITION IV, LLC, its general partner

By:


Name: Matthew Finkle
Title: Vice President

College Hill Apartments, L.P.

By: RAST GP ACQUISITION V, LLC, its general partner

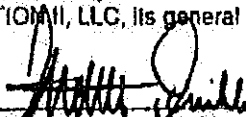
By:


Name: Matthew Finkle
Title: Vice President

Courtyard Commons Limited Partnership

By: RAST GP ACQUISITION II, LLC, its general partner

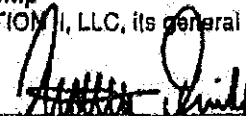
By:


Name: Matthew Finkle
Title: Vice President

Caitlin Station Limited Partnership

By: RAST GP ACQUISITION II, LLC, its general partner

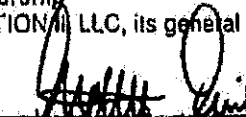
By:


Name: Matthew Finkle
Title: Vice President

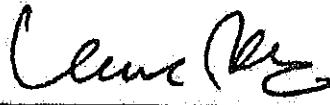
Chatham Woods Limited Partnership

By: RAST GP ACQUISITION II, LLC, its general partner

By:


Name: Matthew Finkle
Title: Vice President

PURCHASER:

A handwritten signature in black ink, appearing to read 'Kumar Koneru', written over a horizontal line.

Kumar Koneru

Exhibit A

<u>Project</u>	<u>Property Owner</u>	<u>Purchase Price</u>
College Hill	College Hill Apartments, L.P.	\$35,000
Jack Allen	Jack Allen Apartments, LLC	\$750,000
Spring Haven	Spring Haven Partnership, L.P.	\$511,408
Caillin Station	Caillin Station Limited Partnership	\$1,500,000
Chatham Woods	Chatham Woods Limited Partnership	\$245,799
Courtyard Commons	Courtyard Commons Limited Partnership	\$165,493
Crystal Chase	Crystal Chase Limited Partnership	\$1,500,000
Pine Wood Forest	Pine Wood Forest Limited Partnership	\$500,000

Schedule A-1
LEGAL DESCRIPTION

Schedule 1.4

<u>Name</u>	<u>Seller Entity</u>	<u>PTCL Required</u>
Jack Allen	Jack Allen Apartments, LLC	Yes
Spring Haven Apartments	Spring Haven Partnership, L.P.	No
Pine Wood Forest	Pine Wood Forest Limited Partnership	No
Crystal Chase Apartments	Crystal Chase Limited Partnership	Yes
College Hill Apartments	College Hill Apartments, L.P.	Yes
Courtyard Commons	Courtyard Commons Limited Partnership	Yes
Caitlin Station	Caitlin Station Limited Partnership	Yes
Chatham Woods	Chatham Woods Limited Partnership	Yes

EXHIBIT 1.4

Form

POST-TRANSFER COMPLIANCE AND INDEMNITY AGREEMENT

This Post-Transfer Compliance and Indemnity Agreement (this "Agreement") is entered into as of _____, 2017 (the "Effective Date") by and among:

- (1) _____, as the owner of the below-defined Project (the "Project Owner");
- (2) The Kumar Koneru Separate Property Trust, a California trust ("Indemnitor"); and
- (3) THE RELATED COMPANIES, L.P., a New York limited partnership, and SUNTRUST BANK, a Georgia banking corporation (collectively, "Beneficiary").

Recitals

A. Project Owner is the owner of the apartment development known as "_____" and located in _____ (the "Project").

B. On or about the Effective Date, one or more affiliates of THE RELATED COMPANIES, L.P. (the "Seller") sold the Project (the "Sale") to Project Owner. Project Owner is an affiliate of Indemnitor (the "Buyer").

C. Project Owner owns and operates the Project as a low-income housing project developed to generate Tax Credits under Section 42 of the Code, and Beneficiary has used its Tax Credits in connection therewith, all or a portion of which are subject to shortfall, disallowance or recapture by the IRS for certain non-compliance under the Tax Credit Obligations (defined below) prior to the expiration of the Compliance Period (defined below).

D. As a material inducement and condition to Beneficiary consenting to the Sale prior to the expiration of the Compliance Period, and to the Seller and Beneficiary forming a reasonable expectation that notwithstanding the Sale, the Project will continue to be a qualified low-income building for at least the remainder of the Compliance Period, Project Owner and Indemnitor agreed to execute, deliver and perform this Agreement for the benefit of Beneficiary, and its respective Related Persons.

NOW THEREFORE, in consideration of the foregoing and of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, intending to be legally bound, hereby agree as follows,

Agreement

1. DEFINED TERMS. AS MAY BE APPLICABLE, TERMS ARE DEFINED HEREIN IN THE FIRST SECTION OF USE. IN ADDITION, CERTAIN OTHER TERMS USED IN THIS AGREEMENT ARE DEFINED AS FOLLOWS.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compliance Period" means the "compliance period" referenced in Section 42 of the Code, which with respect to the Project expires on _____, 20xx.

"Experience Standard" means an entity that: (a) owns and manages through an affiliate or third party property manager, five or more low-income properties with a minimum of 400 units, (b) is approved by the Credit Agency (if such approval is required by law, regulation, written agreement or the custom or practice of the Credit Agency), (c) is not subject to any HUD funding disqualifications, voluntary abstentions and (d) which has no adverse disclosures on a HUD Form 2530 (Previous Participation Certification).

"Extended Use Agreement" means _____.

"Guarantor Standard" means an individual or individuals who have a net worth of at least Ten Million Dollars (\$10,000,000), Two Million Dollars (\$2,000,000) which must be liquid as reasonably determined by Beneficiary and demonstrated by certified financial statements in form and substance reasonably acceptable to Beneficiary.

"Project Documents" means the Extended Use Agreement and any related documents, including any documents establishing terms for participation in a program administered by the County Agency, the State Agency or related the status of the Project as a low-income Section 42 affordable housing project (including, without implied limitation, the tenant income and rent restrictions applicable to the Project).

"Related Person" means, when used with respect to a person (including an entity such as Beneficiary and its partners), (a) any affiliate of such person, (b) any person who holds a direct or indirect ownership interest in such person or in any affiliate of such person, (c) the respective officers, directors, trustees, managers, agents, employees and asset managers of such person, any affiliate of such person or any person who holds a direct or indirect ownership interest in such person or in any affiliate of such person and (d) the respective successors and assigns of any Related Person.

"State" means the _____.

"State Agency" means the _____ and its successors.

"Tax Credit Obligations" means all requirements pursuant to and under Section 42 of the Code that must be satisfied in order to receive and maintain Tax Credits for the Project with respect to 100% of the residential units in the Project required to remain Low-Income Units pursuant to the Extended Use Agreement, and any rules, regulations, policies or contractual obligations enforced by the County Agency, the State Agency and applicable to the Project through the Low Income Housing Tax Credits program.

"Tax Credits" means federal tax credits against U.S. income tax liability allocated to each residential multi-family apartment building constituting the Project by the State Agency under Section 42 of the Code.

2. **TAX CREDIT AND AFFORDABILITY REQUIREMENTS.** PROJECT OWNER ACKNOWLEDGES THAT IN ORDER TO MAINTAIN AND PRESERVE THE TAX CREDITS, THE PROJECT MUST BE OPERATED, AT LEAST UNTIL THE EXPIRATION OF THE COMPLIANCE PERIOD, PURSUANT TO THE TAX CREDIT OBLIGATIONS AND THE PROJECT DOCUMENTS. PROJECT OWNER FURTHER ACKNOWLEDGES THAT THE FAILURE TO OPERATE THE PROJECT IN COMPLIANCE WITH THE TAX CREDIT OBLIGATIONS OR THE PROJECT DOCUMENTS MAY CAUSE A SHORTFALL, DISALLOWANCE OR RECAPTURE (AND/OR RELATED LIABILITY) OF ALL OR A PORTION OF SUCH TAX CREDITS AND RESULT IN SIGNIFICANT DIRECT OR INDIRECT DAMAGES GUARANTEED OBLIGATIONS AND ECONOMIC LOSS TO BENEFICIARY. IN ADDITION, PROJECT OWNER REPRESENTS AND WARRANTS THAT IT HAS ASSUMED ALL OF THE OBLIGATIONS WITH RESPECT TO THE TAX CREDIT OBLIGATIONS AND THE PROJECT DOCUMENTS ACCRUING FROM AND AFTER THE EFFECTIVE DATE.

3. COVENANTS. PROJECT OWNER HEREBY MAKES, AND SHALL PERFORM, THE FOLLOWING COVENANTS UNTIL THE EXPIRATION OF THE COMPLIANCE PERIOD (UNLESS OTHERWISE INDICATED):

- a. *General Compliance*. At its sole cost and expense, to satisfy and comply with (or cause to be satisfied and complied with) all requirements of the Tax Credit Obligations and the Project Documents.
- b. *Reporting*. To make timely, accurate and complete submissions of all reports to governmental agencies and any other reports reasonably required to be delivered with respect to the Project pursuant to the Tax Credit Obligations and the Project Documents for the duration of all time periods applicable thereto.
- c. *Delivery of Information*. To cause to be delivered to Beneficiary the following documentation:
 - i. Within five (5) Business Days after receipt by Project Owner:
 - 1. a copy of any notice of noncompliance or IRS Form 8823 issued by the State Agency or its agent, or notice of any IRS proceeding involving the Project Owner which may reasonably be expected to result in the recapture of any Tax Credits with respect to the Project;
 - 2. a copy of any notice of a legal proceeding (including, without implied limitation, an eminent domain or a compliance proceeding) or any notice of alleged violations of law, and any notice of all actions taken, or proposed to be taken, affecting the Project Owner or the Project by any governmental or quasi-governmental agency or other person or entity which may reasonably be expected to result in the recapture of any Tax Credits;
 - 3. any other correspondence or communication to or from the IRS related to the Project; and
 - 4. a copy of any notice of any default by the Project Owner with respect to any loan secured by the Project.
 - ii. Within five (5) Business Days after receipt by Project Owner, a copy of any reports issued by the State Agency or its agent with respect to the Project.
 - iii. Contemporaneously with its submission to the State Agency, a copy of any report or information required by such agency with respect to the Project, including the annual compliance certification.
 - iv. Contemporaneously with its submission to the IRS, a copy of IRS Form 8609 with Part II and Schedule A thereof completed and executed by the Project Owner for each building in the Project; IRS Form 8823 (Report of Noncompliance or Building Disposition); and IRS Form 8703 (Annual Certification).
- d. *Access to Records*. To maintain all books and records at least through the end of a period ending six years after the end of the Compliance Period for the Project or any longer period required by any Project Document or a Tax Credit Obligation. Project Owner shall make such books and records available for inspection and copying (at the cost of Beneficiary) by any of Beneficiary or its Related Persons, upon request with reasonable notice, at any time during such period.
- e. *Tax Returns*. For so long as Project Owner or Indemnitor owns an interest, directly or indirectly, in the Project, without the written consent of Beneficiary, which consent may not be withheld unreasonably, Project Owner shall not file any income tax return or related filings (including any amendment to any income tax return or related filing), adopt any position for income tax purposes, agree to any settlement or accept any

administrative proposal or determination made by the IRS or other applicable governmental authorities, in any such case if the consequence of the same would be to create or lead to any shortfall, disallowance or recapture of Tax Credits for which Beneficiary would be liable (whether or not Project Owner, Indemnitor or any other person or entity has assumed responsibility for the resulting liability under this Agreement). Project Owner agrees to allow Beneficiary or its Related Persons, at their own expense, to participate in any administrative or judicial proceedings involving the income tax positions with respect to the Project and, if such participation is not permitted by law, Project Owner agrees that it will consult with Beneficiary in the defense of any such administrative or judicial proceedings (including any administrative proceeding under Sections 6221 through 6234 of the Code), giving due consideration to the views of Beneficiary in the positions taken by the Project Owner.

- f. *Transfer within the Compliance Period.* Project Owner covenants that, until and through the expiration of the Compliance Period, it shall not transfer or permit a transfer in any manner of all or any portion of the Project (or the majority ownership and/or controlling interest in Project Owner or its affiliates or successors and/or assigns) (collectively, or either, a "Transfer") if as a result, Beneficiary or any Related Person thereto could or would be liable for any shortfall, disallowance or recapture of Tax Credits unless (a) Project Owner and Indemnitor are in compliance with this Agreement; (b) the transferee has agreed in writing to comply with the same covenants as set forth in this Agreement; and (c) the principal(s) of the transferee, at least fifteen (15) Business Days prior to the Transfer, deliver a certificate to Beneficiary with evidence reasonably satisfactory to Beneficiary that: (i) the transferee has assumed in writing Project Owner and Indemnitor's obligations under this Agreement; and (ii) such transferee's principal's meet the Guarantor Standard (or a lesser standard acceptable to Beneficiary in its sole and absolute discretion) and executed a guaranty in form and substance acceptable to Beneficiary. Notwithstanding any assumption of Indemnitor and Project Owner's obligations under this Agreement, Indemnitor shall remain directly liable to the Seller Indemnified Parties (as defined below) and shall not be released from any obligations to the Seller Indemnified Parties under this Agreement whether accruing before or after the date of such sale and assumption.
- g. *Property Manager.* Project Owner warrants to Beneficiary that any property manager engaged by Project Owner for the Project will be a knowledgeable, experienced and sophisticated manager of property financed using Tax Credits. Any change in the property management of the Project prior to 6 years after the expiration of the Compliance Period shall require the advance written consent of Beneficiary; provided, however, that if any prospective management agent meets the Experience Standard, then such consent may not be unreasonably withheld. Beneficiary acknowledges that [PROPERTY MANAGER(S)] are an acceptable property manager for the Project.

4. INDEMNIFICATION. AS A MATERIAL INDUCEMENT FOR BENEFICIARY TO CONSENT TO THE SALE PRIOR TO THE EXPIRATION OF THE COMPLIANCE PERIOD, INDEMNITOR HEREBY AGREES TO INDEMNIFY AND HOLD BENEFICIARY AND ITS RELATED PERSONS (COLLECTIVELY, THE "SELLER INDEMNIFIED PARTIES") FREE AND HARMLESS FROM (I) ANY SHORTFALL, DISALLOWANCE OR RECAPTURE OF ANY TAX CREDITS; (II) ANY PENALTIES OR INTEREST IMPOSED BY THE IRS, THE STATE AGENCY OR ANY OTHER GOVERNMENTAL AGENCY IN CONNECTION WITH A FAILURE BY PROJECT OWNER TO COMPLY WITH THE TAX CREDIT OBLIGATIONS; AND (III) ANY OTHER LIABILITY, CLAIMS, DAMAGES, PENALTIES, COSTS, FEES, CHARGES, LOSSES, CAUSES OF ACTION, DEMANDS, EXPENSES OF ANY KIND OR NATURE (BUT, EXCEPT FOR PENALTIES AND INTEREST AS SET FORTH IN CLAUSE II, SHALL NOT INCLUDE CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES) (COLLECTIVELY, "LOSSES"). WHICH LOSSES ARE RELATED TO, ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH (A) THE BREACH OF ANY OF THE COVENANTS IN OR TERMS AND CONDITIONS OF THIS AGREEMENT; OR (B) THE VIOLATION OF ANY TERMS AND CONDITIONS IN OR UNDER THE TAX CREDIT OBLIGATIONS OR THE PROJECT DOCUMENTS; PROVIDED, HOWEVER, THAT THE FOREGOING INDEMNITY SHALL NOT APPLY TO ANY PRIOR NONCOMPLIANCE TO THE EXTENT PROVIDED IN PARAGRAPH "A" BELOW. THE FOREGOING INDEMNITY SHALL SURVIVE UNTIL THREE (3) YEARS AFTER THE OFFICE OF THE SECRETARY OF THE UNITED STATES TREASURY IS NOTIFIED OF ANY NONCOMPLIANCE WITH THE LOW-INCOME HOUSING TAX CREDIT RULES APPLICABLE TO THE PROJECT.
- a. *Seller's Non-Compliance.* Except as otherwise set forth in this Paragraph "a", Indemnitor shall have no obligations or liabilities to the Seller Indemnified Parties, whether to indemnify, perform covenants, or to pay any damages, costs, or expenses, with respect to any noncompliance with any Project Documents or Tax Credit Obligations, to the extent such noncompliance occurred prior to the Effective Date or was caused by an act or omission which occurred prior to the Effective Date ("Prior Noncompliance"). Project Owner shall promptly notify Beneficiary of any Prior Noncompliance of which it becomes aware. Notwithstanding anything to the contrary set forth herein, each of Indemnitor and Project Owner agrees to reasonably cooperate and/or jointly undertake with Beneficiary at Beneficiary's expense, any corrective action that Beneficiary determines is necessary to remedy the Prior Noncompliance or to mitigate Beneficiary's liability with respect thereto, including, without limitation, allowing the Seller Indemnified Parties access to the Project and the Project files and to communicate directly with the property manager.
5. REPRESENTATIONS. IN ORDER TO INDUCE BENEFICIARY TO ACCEPT THIS AGREEMENT, EACH OF PROJECT OWNER AND INDEMNITOR REPRESENTS AND WARRANTS TO BENEFICIARY THAT, AS OF THE EFFECTIVE DATE:
- a. It (a) is duly organized and is validly existing under the laws of the state of its formation;; (b) has the necessary power to enter into this Agreement and to perform its obligations under this Agreement; and (c) has taken all organizational action necessary to authorize the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement.
- b. This Agreement has been duly executed and delivered and constitutes its valid, binding and enforceable obligation, subject to bankruptcy and other debtor relief laws and principals of equity, whether applied in a court of law or a court of equity.
- c. Except for consents, approvals, authorizations and filings already completed pursuant to the Sale, Indemnitor is not required to obtain any consent, approval or authorization from, or to

make any filing with, any person (including any governmental authority) in connection with, or as a condition to, the execution and delivery of this Agreement or the performance by it of its obligations under this Agreement.

- d. Neither Indemnitee nor any of its affiliates has been debarred, suspended or voluntarily excluded from participation in any program of a state or any other governmental authority, or has been the subject of a limited denial of participation issued pursuant to 24 CFR Part 24, Subpart G.
- e. Neither Indemnitee nor its respective Related Persons have filed for bankruptcy protection, or been involuntarily subjected to proceedings under bankruptcy law or a receivership under the laws of any state.

6. NOTICES.

All notices and other communications under this Agreement must be in writing to be effective. A notice or other communication under this Agreement will be deemed to have been given when actually delivered to the intended recipient by hand, mail, courier service, email with a confirmatory copy by regular mail, courier service or when delivery is made or attempted and rejected at the address of the intended recipient. A person may change its address for notices and other communications by giving notice of the change in accordance with this Section 6, and notice of a change of address will be effective as to all persons who receive the notice, but not any person who does not actually receive notice. Until changed, the respective addresses for notices and other communications are as follow:

If to Seller:

Related Affordable
c/o Related Companies
80 Columbus Circle
New York, NY 10023
Attn: Mathew Finkle
Email: mfinkle@related.com

with a copy to:

Levitt & Boccio, LLP
423 West 55th Street, 8th Floor
New York, NY 10019
Attn: David S. Boccio, Esq.
Email: dboccio@levittboccio.com

If to Purchaser:

Income Property Investments Inc.
620 E. Foothill Bl.
Pomona, CA 91767
Attn: Kumar Koneru
Email: kumar@incomepropertyinvestments.com

with a copy to:

Attn: _____
Email: _____

If a notice is sent by electronic transmission (including fax or e-mail), confirmation of transmission generated by the sender's equipment will be prima facie evidence of receipt.

7. MISCELLANEOUS.

a. *Syntax.* When the context so requires in this Agreement, words of one gender include one or more other genders, singular words include the plural, and plural words include the singular. Use of the words "include" and "including" are intended as an introduction to illustrative matters and not as a limitation. The word "party" when used in this Agreement means Project Owner, Indemnitor, or Beneficiary, unless another meaning is required by the context. The word "person" includes individuals, entities and governmental authorities. The word "governmental authority" is intended to be construed broadly and includes governmental agencies, instrumentalities, bodies, boards, departments and officers and individuals acting in any official capacity. The word "laws" is intended to be construed broadly and includes all codes, statutes, rules, regulations, pronouncements, case law, requirements, orders, directives, decisions, decrees, judgments and formal or informal guidance or interpretations of any court or governmental authority. Any reference to a document in this Agreement includes all addenda, supplements, riders, amendments and other modifications of the document, whether or not such materials are specifically referenced.

b. *Section References.* References in this Agreement to "Sections" are to the numbered subdivisions of this Agreement, unless another document is specifically referenced. The Section headings contained in this Agreement are for convenience of reference only and are not intended to delineate or limit the meaning of any provision of this Agreement or be considered in construing or interpreting the provisions of this Agreement.

c. *Binding; Enforcement.* This Agreement will be binding upon and will inure to the benefit of Project Owner, Indemnitor and Beneficiary and their respective successors and permitted assigns. For the avoidance of doubt, Project Owner's successors shall include successor owners of the Project. Each Related Person of Beneficiary is a third-party beneficiary under this Agreement, and may enforce this Agreement with, or on behalf of Beneficiary.

d. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which, taken together, will constitute one instrument. The parties may execute different counterparts of this Agreement and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document.

e. *Entire Agreement.* This Agreement embodies the entire agreement and understanding with respect to its subject matter between the parties, and it supersedes all prior agreements and understandings, written and oral, between the parties related to that subject matter. This Agreement and the obligations of the parties under this Agreement may be amended, waived and discharged only by an instrument in writing executed by the party against which enforcement of the amendment, waiver or discharge is sought. An amendment of this Agreement will be effective as between the parties who execute the amendment, even though one or more other parties may not enter into the amendment.

f. *Severability.* The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.

g. *Assignment.* Neither Project Owner nor Indemnitor may assign this Agreement or any portion of its responsibilities hereunder without the approval of Beneficiary, which approval may be withheld in Beneficiary's sole discretion; provided, however, that Project Owner and Indemnitor may assign their obligations hereunder to an entity or entities controlled by Indemnitor so long as: (i) Beneficiary receives prior written notice of such assignment; (ii) the assignment is made to an entity that also simultaneously acquires the Project and (iii) Indemnitor reaffirms its obligations under the guaranty

executed in connection herewith. Beneficiary may assign its rights under this Agreement without the approval of Project Owner or Indemnitor, provided that Indemnitor is given notice of such assignment at the time the same is made.

h. *Governing Law.* The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of New York. Any dispute arising under this Agreement or the documents referred to herein will be adjudicated exclusively in the courts of New York with venue in New York County.

i. *No Waiver.* No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

j. *Professional Fees.* In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement and the exhibits attached hereto, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including attorneys' fees actually incurred and not merely imputed by the application of any applicable state statutes, accounting and engineering fees, and any other professional fees resulting therefrom.

k. *Time of Essence.* The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable in accordance with Paragraph i. above) default under this Agreement by the party so failing to perform.

l. *Business Days.* If the time for the performance of any act, giving of notice, or making any payment falls on a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day.

m. *Confidentiality.* The parties shall treat this Agreement as confidential in all respects and shall not disclose the existence of this Agreement, or the terms of this Agreement without the advance written consent of the other party, except for (i) disclosure only to the extent reasonably necessary to a party's employees, representatives, consultants, financiers and potential financiers; (ii) disclosure required by law or by regulators, including in response to a subpoena or similar process or as part of a filing required to be made under securities laws; or (iii) disclosure in connection with litigation to enforce the terms of this Agreement.

8. GUARANTY.

The performance and payment of the obligations of Project Owner and Indemnitor pursuant to the terms of this Agreement have been guaranteed by that certain Guaranty of Kumar Koneru (the "Guarantor") dated the date hereof, and that the Guarantor is a principal of Indemnitor and as such is an indirect beneficiary of the Sale.

<No further text. Signature page follows.>

Witness the execution hereof under seal as of the Effective Date.

PROJECT OWNER:

By: _____
Name: _____
Title: _____

INDEMNITOR:

The Kumār Koneru Separate Property Trust

By: _____
Name: _____
Title: _____

BENEFICIARY:

THE RELATED COMPANIES, L.P.

By: The Related Realty Group, Inc.

By: _____
Name: _____
Title: _____

SUNTRUST BANK

By: _____
Name: _____
Title: _____

Form of Guaranty

GUARANTY

This Guaranty ("Guaranty") is dated _____, 2017 by Kumar Koneru ("Guarantor") for the benefit of The Related Companies, L.P., a New York limited partnership and SunTrust Bank, a Georgia banking corporation ("Beneficiary").

WHEREAS, _____ ("Buyer") and Jack Allen Apartments, LLC; Spring Haven Partnership, L.P.; Pine Wood Forest Limited Partnership; Crystal Chase Limited Partnership; College Hill Apartments, L.P.; Courtyard Commons Limited Partnership; Caitlin Station Limited Partnership; and Chatham Woods Limited Partnership (collectively, "Seller") entered into that certain Real Estate Purchase Agreement dated as of _____, 20__ ("Agreement") regarding the sale of certain assets more fully described in the Agreement;

WHEREAS, the Beneficiary required as a condition to consenting to the closing contemplated by the Agreement (the "Closing") that the undersigned guarantee to the Beneficiary the full payment and performance of the obligations of The Kumar Koneru Separate Property Trust ("Indemnitor") and _____ ("Project Owner") under the Post-Transfer Compliance and Indemnity Agreement ("Compliance Agreement") executed and delivered by Indemnitor and Project Owner herewith; and

WHEREAS, the undersigned, as a principal of Indemnitor, desires that the Beneficiary's consent condition be satisfied and that the Closing occurs.

NOW, THEREFORE, in consideration of Beneficiary's consent to the closing contemplated by the Agreement, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably guarantees the prompt and full payment, and performance of, and unconditionally and irrevocably promises to the Beneficiary to pay and perform, all of the obligations of Indemnitor and Project Owner under the Compliance Agreement.

2. In such manner, upon such terms and at such times as the Beneficiary shall deem best, and without notice to or the consent of Guarantor, the Beneficiary may, after securing the approval of the Project Owner or Indemnitor, as applicable, alter, compromise, extend or change the time or manner for the payment or performance of any obligation hereby guaranteed, substitute or add any one or more guarantors, accept additional or substituted security for the payment or performance of any such obligation, or release or subordinate any security therefore, any and all of which may be accomplished without any effect on the obligations of Guarantor hereunder. No exercise or non-exercise by the Beneficiary of any right hereby given, no dealing by the Beneficiary with Project Owner or Indemnitor, as applicable, any other guarantor or other person, and no change, impairment, or suspensions of any right or remedy of the Beneficiary shall in any way affect any of the obligations of Guarantor hereunder or any security furnished by Guarantor or give Guarantor any recourse against the Beneficiary.

3. Guarantor hereby waives and agrees not to assert or take advantage of any of the following:

(a) Any right to require the Beneficiary to proceed against Project Owner, Indemnitor or any other person or to proceed or exhaust any security held by the Beneficiary at any time or to pursue any other remedy in the Beneficiary's power before proceeding against Guarantor;

(b) Any defense based on the statute of limitations in any action hereunder or in any action for the payment or performance of any obligation hereby guaranteed;

(c) Any defense that may arise by reason of the incapacity, lack of authority, bankruptcy, death or disability of any other person or persons or the failure of the Beneficiary to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons;

(d) Any right to receive demands, protests and notices of any kind including, but not limited to, notice of the existence, creation or incurring of any new or additional obligation or of any action or non-action on the part of the Project Owner, Indemnitor, the Beneficiary or any other person;

(e) Any defense based on an election of remedies including, but not limited to, any action by the Beneficiary which shall destroy or otherwise impair any subrogation right of Guarantor or the right of Guarantor to proceed against Project Owner or Indemnitor, as applicable, for reimbursement, or both;

(f) Any duty on the part of the Beneficiary to disclose to Guarantor any facts the Beneficiary may now or hereafter know about Project Owner or Indemnitor, regardless of whether the Beneficiary have reason to believe that such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Project Owner and/or the Partnership and of all circumstances bearing on the risk of nonpayment or nonperformance of any obligation hereby guaranteed;

(g) Any right to receive notice of or to consent to any amendments that may hereafter be made to the Compliance Agreement; and

(h) Any defense based on the fact that Guarantor's obligations hereunder are larger or more burdensome than those of either Project Owner or Indemnitor under the Compliance Agreement.

4. Until all obligations hereby guaranteed shall have been fully paid and performed, Guarantor shall have no right of subrogation and waives any right to enforce any remedy which the Beneficiary now have or may hereafter have against either Project Owner or Indemnitor and any benefit of, and any right to participate in, any security nor or hereafter held by the Beneficiary.

5. All existing and future obligations of Project Owner and Indemnitor to Guarantor, or any person owned in whole or in part by Guarantor, and the right of Guarantor to cause or permit itself or such person to withdraw any capital invested in Project Owner or Indemnitor are hereby subordinated to all obligations hereby guaranteed, and, without the prior written consent of the Beneficiary, such obligations to Guarantor shall not be paid or performed, and such capital shall not be withdrawn, in whole or in part, while either Project Owner or Indemnitor is in default under the Compliance Agreement.

6. All rights, powers and remedies of the Beneficiary hereunder and under any other agreement now or at any time hereafter in force between the Beneficiary and Guarantor shall be cumulative and not alternative, and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to the Beneficiary at law or in equity. This Guaranty is in addition to and exclusive of the guarantee of any other guarantor of any obligation of Project Owner to the Beneficiary.

7. The obligations of Guarantor hereunder are independent of the obligations of Project Owner and Indemnitor under the Compliance Agreement, and, in the event of any default hereunder or under the Compliance Agreement, a separate action or actions may be brought and prosecuted against Guarantor, whether or not Project Owner, Indemnitor, any other guarantor or any other person is joined therein or a separate action or actions are brought against Project Owner, Indemnitor, any other guarantor or any other person. The Beneficiary may maintain successive actions for other defaults. The Beneficiary's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action

or by any number of successive actions until and unless all obligations hereby guaranteed shall have been fully paid and performed.

8. Guarantor shall pay to the Beneficiary all reasonable attorneys' fees actually incurred and not merely imputed by any applicable statute and all costs and other expenses which the Beneficiary shall actually expend or incur in collecting or compromising any obligation hereby guaranteed or in enforcing this Guaranty against Guarantor should beneficiary be the prevailing party.

9. Should any one or more provisions of this Guaranty be determined to be invalid, illegal or unenforceable, all other provisions shall nevertheless be valid, legal and effective.

10. This Guaranty shall inure to the benefit of the Beneficiary and its successors and assigns, and shall bind the heirs, executors, administrators, successors and assigns of guarantor. This Guaranty may not be assigned by Guarantor.

11. Upon full payment and performance of all obligations hereby guaranteed or the earlier termination or expiration of the Compliance Agreement, this Guaranty shall be of no further force or effect; provided, however, Guarantor's obligations hereunder shall continue and remain in effect if such full payment or performance is avoided or recovered from the Beneficiary as a preference, fraudulent transfer or otherwise.

12. No provision of this Guaranty or right of the Beneficiary hereunder can be waived or modified, nor can Guarantor be released from Guarantor's obligations hereunder, except by a writing duly executed by the Beneficiary.

13. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever. Capitalized terms not otherwise defined herein shall have the definition ascribed to such terms in the Indemnity Agreement.

14. This Guaranty shall be governed by and construed in accordance with the laws of the State. In any action brought under or arising out of this Guaranty, Guarantor hereby consents to the jurisdiction of any competent court within the State of New York, New York County, and hereby consents to service of process by any means authorized by the law of State of New York. This Guaranty shall constitute the entire agreement of Guarantor with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon the Beneficiary unless expressed herein.

15. The Guarantor hereby represents and warrants to the Beneficiary that: (a) this Guaranty has been duly executed and delivered by Guarantor, and this Guaranty is the legal, valid and binding obligation of it; (b) no consents or permissions are required to be obtained by Guarantor for the execution and performance of this Guaranty; (c) the execution, delivery and performance of this Guaranty will not violate any provision of, result in a breach of any of the terms or provisions of, or constitute a default under, any existing law or regulation binding on such Guarantor, or order, judgment or decree of any court, arbitrator or governmental authority binding on it, or other agreement or document to which the Guarantor is a party or by which it is bound; (d) the financial information delivered by such Guarantor to the Beneficiary is not misleading in any material respect when taken in the aggregate; and (e) the conveyance of the Project to Buyer in Project Owner represents a material direct or indirect benefit to Guarantor.

16. From time to time, the Beneficiary shall have the right to request recent financial statements and information from the Guarantor.

17. This Guaranty may be executed in counterparts, each of which shall constitute a separate document but all of which together shall constitute one and the same agreement. Signature pages may be detached and reattached to physically form one document.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be executed under seal as of the date set forth below.

GUARANTOR:

Name: Kumar Koneru

Address:

Schedule 3.1.2

The Property Documents

To be provided by with respect to each Project

1. Current rent roll
2. Current standard tenant lease form
3. Copies of current tenant leases and copies of tenant files (available on-site)
4. Income Statement year-to-date and for the previous two (2) years for the Project
5. Service contracts with any vendors providing services to each Project
6. Two (2) most recent real estate tax statements for the Project
7. Insurance bill(s) for the Project plus a three (3) year loss run (to the extent available to Seller)
8. The utility bills for the Property for the past three (3) calendar months
9. Regulatory Agreements for the Project
10. Licenses and permits (to extent Seller has possession)
11. Existing as-built (ALTA or other) surveys for the Project

Exhibit 4.7

Form of Title Affidavit

[Please have title company provide]

Schedule 5.2.1

Required Consents

Purchaser Required Consents

Name	Seller Entity	Consents Required
Jack Allen	Jack Allen Apartments, LLC	None
Spring Haven Apartments	Spring Haven Partnership, L.P.	Georgia DCA (HOME Loan)
Pine Wood Forest	Pine Wood Forest Limited Partnership	None
Crystal Chase Apartments	Crystal Chase Limited Partnership	FIRB
College Hill Apartments	College Hill Apartments, L.P.	None
Courtyard Commons	Courtyard Commons Limited Partnership	NCHFA (LURC) County of Wake (HOME) FHLD (AHP) SunTrust (AHP)
Callin Station	Callin Station Limited Partnership	NCHFA (RPP, LURC) FHLD (AHP) SunTrust (AHP)
Chatham Woods	Chatham Woods Limited Partnership	NCHFA (LURC) Town of Elkin (CDBG) FHLD (AHP) SunTrust (AHP)

Seller Required Consents

SunTrust Bank consent under existing Post-Transfer Compliance and Indemnity Agreements.

Schedule 5.2.2

Schedule 5.2.5

Schedule 5.2.7

Legal Violations

Schedule 5.7

<u>Name</u>	<u>Seller Entity</u>	<u>Loans to be Assumed</u>
Jack Allen	Jack Allen Apartments, LLC	None
Spring Haven Apartments	Spring Haven Partnership, L.P.	HOME Loan from Georgia DCA
Pine Wood Forest	Pine Wood Forest Limited Partnership	None
Crystal Chase Apartments	Crystal Chase Limited Partnership	AHP Loan
College Hill Apartments	College Hill Apartments, L.P.	None
Courtyard Commons	Courtyard Commons Limited Partnership	1. HOME Loan from County of Wake 2. AHP Loan
Cahlin Station	Cahlin Station Limited Partnership	AHP Loan
Chatham Woods	Chatham Woods Limited Partnership	1. CDBG Loan from Town of Elkin 2. AHP Loan
Graystone Place	GS Richmond Limited Partnership	None

Exhibit 8.1.2

Form of Assignment of Leases

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES ("Assignment") is dated as of the _____ day of _____, and is entered into by and between _____ ("Assignor") and _____ ("Assignee"), with respect to the following matters:

WITNESSETH:

Assignor and Assignee (amongst others) entered into that certain Real Estate Purchase Agreement dated as of _____ ("Agreement"), regarding the sale of that certain real property being more fully described on Exhibit "A" attached hereto and made a part hereof, together with all improvements and other property comprising a Project (as defined in the Agreement). Unless otherwise indicated herein, all capitalized terms in this Assignment shall have the meaning ascribed to them in the Agreement.

Assignor, as lessor, and tenants have entered into the tenant leases covering certain premises located on the Project.

Under the Agreement, to the extent assignable, Assignor is obligated to: (a) assign to Assignee any and all right, title and interest in and to all tenant leases; and (b) give Assignee a credit in an amount equal to the amount of tenant deposits and prepaid rents.

Under the Agreement, Assignee is obligated to assume all of Seller's obligations with respect to the tenant leases, tenant deposits and prepaid rents.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the tenant leases pertaining to or executed in connection with the Rent Roll attached hereto, and Assignee hereby accepts such assignment and hereby assumes all of the obligations and agrees to pay, perform and discharge all of the terms, covenants and conditions, in each case arising or accruing under or in connection with said leases and deposits paid in connection therewith from and after the date of this Assignment.

Assignee hereby acknowledges receipt of funds equal to the amount of, and in payment of, all deposits and prepaid rents paid in connection with the said leases, and hereby assumes all of the obligations in connection therewith.

The transfers and assumptions given effect by this Assignment are limited by and made expressly subject to the terms, covenants and conditions set forth in the Agreement.

This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

_____, a _____ limited partnership
By: _____, its General Partner

By: _____

ASSIGNEE:

By: _____

Exhibit A

Exhibit 8.1.3

(Form of Bill of Sale)

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE ("Assignment") is dated as of _____, _____, and is entered into by and between _____, a _____ limited partnership ("Assignor") and _____ ("Assignee"), with respect to the following matters:

WITNESSETH:

Assignor and Assignee (amongst others) entered into that certain Real Estate Purchase Agreement dated as of _____ ("Agreement"), regarding the sale of that certain real property being more fully described on Exhibit "A" attached hereto and made a part hereof, together with all improvements and other property comprising a Project (as defined in the Agreement). Unless otherwise indicated herein, all capitalized terms in this Assignment shall have the meaning ascribed in the Agreement.

Pursuant to the Agreement (except as otherwise provided for therein), Assignor is obligated to transfer, sell, convey and assign any and all of Assignor's right, title and interest in and to the Personal Property, and to the extent assignable, all Intangibles and service contracts (excluding property management) related to or used in connection with the Project (collectively, the "Assigned Properties") and to delegate any and all of its obligations and responsibilities in the Assigned Properties from and after the date hereof to Assignee and Assignee is obligated to assume such obligations and responsibilities.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of this are hereby acknowledged, the parties hereto hereby agree as follows:

Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Assigned Properties and Assignee hereby accepts such assignment and hereby assumes all of the obligations and responsibilities thereof and agrees to pay, perform and discharge all of the terms, covenants and conditions, in each case arising or accruing under the Assigned Properties from and after the date of this Assignment.

The transfers and assumptions given effect by this Assignment are limited by and made expressly subject to the terms, covenants and conditions set forth in the Agreement.

This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment shall be governed by, interpreted under and construed and enforceable in accordance with, the laws of the State.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

_____, a _____ limited partnership
By: _____, its General Partner

By: _____

ASSIGNEE:

By: _____

EXHIBIT 10.18

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is made as of September 15, 2017 by and among Jack Allen Apartments, LLC; Spring Haven Partnership, L.P.; Pine Wood Forest Limited Partnership; Crystal Chase Limited Partnership; College Hill Apartments, L.P.; Courtyard Commons Limited Partnership; Caltlin Station Limited Partnership; and Chatham Woods Limited Partnership (collectively, the "Sellers"), and Kumar Koneru ("Purchaser") and Chicago Title Company (the "Escrow Agent").

WITNESSETH:

WHEREAS, Seller and Purchaser are parties to a certain Real Estate Purchase and Sale Agreement dated Sept. 15, 2017 (the "Purchase Agreement") for the sale of a certain property more particularly described in the Purchase Agreement (the "Property"); and

WHEREAS, in accordance with the terms of the Purchase Agreement, Purchaser is required, on or before Sept. 18, 2017, to deposit with the Escrow Agent federally wired funds in the amount of ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000) as an earnest money deposit (together with all interest earned thereon, the "Deposit"); and

WHEREAS, the Deposit is to be placed in a separate account, under the exclusive supervision of the Escrow Agent, subject to the terms of the Purchase Agreement and this Escrow Agreement, as security for the performance by Purchaser of all of Purchaser's obligations under the Purchase Agreement (the "Escrow Account"); and

WHEREAS, Seller, Purchaser and the Escrow Agent wish to enter into this Escrow Agreement to provide for the terms under which the Escrow Account will be held and disbursed; and

WHEREAS, Seller and Purchaser wish to appoint the Escrow Agent to act as the escrow agent under the terms of this Escrow Agreement, and the said Escrow Agent has agreed to accept such appointment under the terms of this Escrow Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, Seller, Purchaser and the Escrow Agent hereby agree as follows:

1. The recitals set forth above are incorporated herein by this reference. All capitalized terms used herein and not herein defined shall have the meaning ascribed to them in the Purchase Agreement.
2. Seller and Purchaser hereby appoint and designate the Escrow Agent as the escrow agent for the purposes herein set forth, and the Escrow Agent hereby accepts said appointment. The Escrow Agent acknowledges receipt of a copy of the Purchase Agreement, and to the extent any provisions thereof apply to the Deposit, this Escrow Agreement or the Escrow Agent, the Escrow Agent agrees to comply with, and be bound by, the terms thereof. All terms and provisions contained in the Purchase Agreement relating to any of the foregoing are hereby incorporated herein by this reference.
3. In accordance with the Purchase Agreement, Purchaser has delivered the Deposit to the Escrow Agent. Upon receipt of the Deposit, the Escrow Agent shall provide written notice to both Seller and Purchaser acknowledging such receipt. Upon receipt of an executed W-9 Form from Purchaser stating Purchaser's Federal Tax Identification Number, the Initial Deposit shall be placed in an interest-bearing

account and all interest accrued thereon shall belong to Purchaser in all circumstances, except as may be otherwise expressly set forth in the Purchase Agreement.

4. At Closing, the Deposit shall be applied to the Purchase Price in accordance with the Purchase Agreement.

5. If for any reason the Closing does not occur, the Escrow Agent shall continue to hold the Deposit, if any, until otherwise directed by joint written instructions signed by Seller and Purchaser or by a final judgment of a court having jurisdiction of the matter.

6. Seller and Purchaser each agree to deliver to the Escrow Agent, upon request, such further instruments and documents as may be reasonably requested by the Escrow Agent in order to effectuate the terms and conditions of this Escrow Agreement or supervise the Escrow Account.

7. In no event shall the Escrow Agent be liable for any act or omission under the provisions of the Purchase Agreement or this Escrow Agreement except where Escrow Agent's acts are the result of its gross negligence or willful misconduct. Accordingly, the Escrow Agent shall not incur any such liability with respect to (a) any action taken or omitted in good faith upon advice of its legal counsel with respect to any questions relating to the duties and responsibilities of the Escrow Agent under this Escrow Agreement or the Purchase Agreement, or (b) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in the Purchase Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Escrow Agreement. Seller and Purchaser hereby jointly and severally indemnify the Escrow Agent against any loss, liability, or damage (including costs of litigation and reasonable attorneys' fees actually incurred and not merely imputed by any applicable statute) arising from and in connection with the performance of the Escrow Agent's duties under the Escrow Agreement, whether such dispute arises between the parties hereto and others, or merely between themselves, it being understood and agreed that the Escrow Agent may interplead such dispute and Seller and Purchaser will hold the Escrow Agent harmless and indemnify it against all consequences and expenses which may be incurred by the Escrow Agent in connection therewith, except those consequences and expenses arising by reason of the Escrow Agent's gross negligence or willful misconduct.

8. The Deposit shall be deposited by the Escrow Agent into a separate FDIC-insured escrow account at BANK OF AMERICA (the "Depository"). If the financial condition of the financial institution in which the funds are held changes in any adverse way which prohibits the ability of the Escrow Agent to withdraw such funds in accordance with the terms of this Escrow Agreement, then the Escrow Agent may move the Escrow Account to another financial institution that satisfies the requirements of this paragraph 9. In no event shall Escrow Agent incur any liability for levies by taxing authorities based upon the taxpayer identification number provided to Escrow Agent and used to establish the Escrow Account. Escrow Agent shall have no liability in the event of failure, insolvency or inability of the Depository to pay such funds, or accrued interest (if any) upon demand or withdrawal.

9. All notices to be sent hereunder shall be in writing and shall be deemed to have been duly given (a) upon receipt, if delivered by hand or (b) three business days after mailing, if deposited with the United States Postal Service, properly addressed with postage prepaid, by certified mail, return receipt requested, or (c) upon the next business day following deposit of the notice with Federal Express, UPS or another recognized overnight carrier.

(i) If to Seller, addressed to:

c/o Related Companies
60 Columbus Circle
New York, NY 10023
Attn: Mathew Finkle

with a copy to:

Levitt & Boccio, LLP
423 West 55th Street, 8th Floor
New York, NY 10019
Attn: David S. Boccio, Esq.

(ii) If to Purchaser:

Income Property Investments Inc.
520 E. Foothill Bl.
Pomona, CA 91767
Attn: Kumar Koneru
Email: kumar@incomepropertyinvestments.com

(iii) If to the Escrow Agent, addressed to:

~~Vice President - National Business Accounts~~
~~Chicago Title - Los Angeles~~
Attn: ~~Kelly Modelak~~ **TERRI GERVASI**
Email: ~~modelak@ctt.com~~

TERRI.GERVASI@CTT.COM

Any of the parties may effect a change of address by written notice to the other parties hereto.

11. This Escrow Agreement and the rights and obligations under this Escrow Agreement shall be governed by and construed in accordance with the laws of the STATE OF NEW YORK, without reference to the choice of law doctrine of such jurisdiction. Any dispute arising under this Escrow Agreement or the documents referred to herein will be adjudicated exclusively in the courts of the New York with venue in New York County.

12. This Escrow Agreement is irrevocable and may only be amended by a written amendment executed by all the parties hereto.

13. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date here'in before written.

SELLERS:

Jack Allen Apartments, LLC

By: RAST GP ACQUISITION II, LLC, its general partner

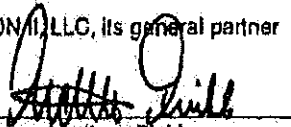
By:


Name: Matthew Finkle
Title: Vice President

Spring Haven Partnership, L.P.

By: RAST GP ACQUISITION II, LLC, its general partner

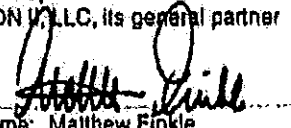
By:


Name: Matthew Finkle
Title: Vice President

Pine Wood Forest Limited Partnership

By: RAST GP ACQUISITION II, LLC, its general partner

By:


Name: Matthew Finkle
Title: Vice President

Crystal Chase Limited Partnership

By: RAST GP ACQUISITION II, LLC, its general partner

By:


Name: Matthew Finkle
Title: Vice President

College Hill Apartments, LP.

By: RAST GP ACQUISITION II, LLC, its general partner

By:


Name: Matthew Finkle
Title: Vice President

Courtyard Commons Limited Partnership

By: RAST GP ACQUISITION II, LLC, its general partner

By:


Name: Matthew Finkle
Title: Vice President

Caitlin Station Limited Partnership

By: RAST GP ACQUISITION II, LLC, its general partner

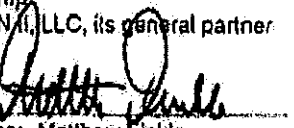
By:


Name: Matthew Finkle
Title: Vice President

Chatham Woods Limited Partnership

By: RAST GP ACQUISITION II, LLC, its general partner

By:


Name: Matthew Finkle
Title: Vice President

PURCHASER:

By:

Name: Kumar Koneru

ESCROW AGENT:

CHICAGO TITLE COMPANY

By:

Name:
Title:

Courtyard Commons Limited Partnership

By: RAST GP ACQUISITION II, LLC, its general partner

By:

Name: Matthew Finkle
Title: Vice President

Calitin Station Limited Partnership

By: RAST GP ACQUISITION II, LLC, its general partner

By:

Name: Matthew Finkle
Title: Vice President

Chatham Woods Limited Partnership

By: RAST GP ACQUISITION II, LLC, its general partner

By:

Name: Matthew Finkle
Title: Vice President

PURCHASER:

By:




Name: Kumar Koneru

ESCROW AGENT:

CHICAGO TITLE COMPANY

By:


Name: ~~JERI KEWASI~~
Title: SR. Escrow Officer