

Nggudwti 'Hco In 'Pgy 'Eqpwt wevkqp

Nggudwti , Florida

Polk County Housing Finance Authority

Bond Application

Submitted by:



DOMINIUM



July 23th, 2025

Polk County Housing Finance Authority
330 W. Church Street
Bartow, FL 33830

To whom it may concern:

We are pleased to submit our initial application for tax-exempt bonds in the amount of \$61,600,000 to develop a new affordable family apartment community located in Leesburg, FL. The to-be-named project will be a 276-home, general occupancy apartment community located at 1716 Connell Road, Leesburg FL 34748. (Parcel IDs: 022024000300002600, 022024000300002700, 032024000400002100, 032024000400002700, 032024000400002000, 022024000300001201, and 032024000400003100). It is proposed that 100% of the homes will be set aside for residents at or below 60% of area median income (AMI). In order for this development to be financially feasible, there are three waivers that will be needed as well as a 99-year LURA. The nature of these waivers are (i) cost savings measures, and (ii) market standard deal terms where the Polk County HFA or Credit Underwriting policy is more restrictive than what the market will finance or support.

Please be aware that this project is proposed not to rely upon any scarce or competitive financing. By utilizing only non-competitive 4% LIHTC's and tax-exempt bonds – this affordable housing will be additive to regional and state goals for affordable housing creation. The overwhelming majority of scarce and competitive financing is appropriated annually and provided to housing developments on a fixed annual budget. That budget is not enough to solve the affordable housing crisis. It is projects like this one – where an HFA can add a large affordable housing development without having to say “no” to another development – that incrementally help to solve the affordable housing crisis. These waivers are a critical aspect necessary to accomplish this.

Waiver Request: Corporate Guarantee in lieu of Personal Guarantee

The developer would like to request a proposed guarantor structure from Dominion Holdings I, LLC and Dominion Holdings II, LLC in lieu of any personal guaranties. Dominion does not provide personal guaranties generally, and no other financing source on this project will be requiring them.

Attached as Attachment II are the financial statements for Dominion Holdings I, LLC and Dominion Holdings II, LLC. Attachment III is a memo from RBC Capital Markets further describing the Dominion's guaranty structure involving Dominion Holdings I, LLC and Dominion Holdings II, LLC. It is understood that some, but not all, Housing Finance Authorities require to receive "warm body" personal guarantors. The financials being provided for Dominion Holdings I, LLC and Dominion Holdings II, LLC have been deemed sufficient across the industry for a variety of purposes including bond issuances. This application is contingent upon Brevard County Housing Finance Authority's approval of Dominion Holdings I, LLC and Dominion Holdings II, LLC as the guarantors.



Waiver Request: Payment and Performance Bonds

The developer would like to request a waiver of the requirement to obtain payment and performance (P&P) bonds. The estimated cost of these P&P bonds is approximately \$500,000. For projects such as this one that are not financed with competitive or scarce resources – this cost is large enough that it hinders the financial feasibility. Also, since this project would not otherwise happen

(there is no other pending list of applicants competing for scarce or competitive financing) it is not the case that some amount of scarce financing would be “lost” if this deal were to fail. Payment and performance bonds effectively assure that two things occur. First, that construction is completed pursuant to the contract (i.e. performance by the GC). Second, that payment for work is provided (i.e. payment by the GC). However, due to the size of Dominion we hope that our construction completion guaranty will be a suitable assurance of this. It is exceedingly rare that P&P bonds ever pay out a claim. Both Dominion and WD Construction, LLC have years of experience and a long list of projects to indicate reliability in both completion and payment.

Waiver Request – Issuer Fee Treatment

The developer would like to request a waiver to permit the ongoing issuer fee to be paid from the available project cash flow. Granting this waiver would allow for the debt service coverage ratio to be calculated exclusive of the ongoing issuer fee, thereby increasing first mortgage proceeds and ensuring deeper financial feasibility for the project. It is our understanding this aligns with prior precedent of recent projects.

99 Year Bond LURA – Tax Exemption

The State of Florida recently passed House Bill 7031, authorizing 99-year bond Land Use Restriction Agreement (LURA) with local housing finance authority (HFA) bond issuers to qualify for an ad-valorem property tax exemption.

As a part of this bond application, we are formally requesting for the HFA to enter into such a 99-year bond LURA to secure this ad-valorem property tax exemption.

The Florida Housing Finance Corporation (FHFC) has proposed an amendment to Rule Chapter 67-21, F.A.C., which includes specific penalty provisions for noncompliance with the affordability requirements set forth in the LURA. We respectfully request that the HFA incorporate this same penalty language into our LURA to ensure consistency with the state’s regulatory framework.

For reference, the proposed penalty language is provided below:

“In a land use restriction agreement issued with terms set forth in s. 196.1978(4), F.S., ceasing to provide affordable housing under the land use restriction agreement shall mean that the



development does not serve any residents at the set aside commitments set forth in the land use restriction agreement. Prior to a determination by the Corporation of noncompliance related to terms set forth in s. 196.1978(4), F.S., the owner shall be provided with written notice and an opportunity to cure within 90 days. If the development remains out of compliance after the cure period, the penalty under s. 196.1978(4), F.S., shall be enforced upon determination by the Board that the development does not serve any residents at any set-aside designation set forth in the land use restriction agreement. The Board's determination shall be based on a review of program reports, compliance reports, or other documentation required under the land use restriction agreement or Chapter 67-53, F.A.C.”

Please note the following items have not been included as they are currently underway and will be provided when they are available:

- Financing Commitments/Term Sheets
- Project Site Plan

Should you have any questions or require clarification on the items provided, please do not hesitate to contact the development team at the information below. We look forward to hearing from you.

Thank you,

Dominium Development and Acquisitions, LLC

Devon Quist

Vice President & Project Partner

813-582-4261

Devon.Quist@Dominiuminc.com



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

1. Developer Information



Borrower Information

Entity Name	Leesburg Leased Housing Associates I, LLLP
Address	2905 NW Boulevard, STE 150 Plymouth, MN 55441
Contact Information	<p>Devon Quist, Vice President & Project Partner (P) 813-582-4261 (E) Devon.Quist@Dominiuminc.com</p> <p>I npp'F cplgn, Development Associate (P) " 404-: 28-7: 84 (E) I npp'F cplgn@Dominiuminc.com</p> <p>I cdtlgn'Cr{qh, Development Analyst (P) 89: -: 95-3; 98 (E) I cdtlgn'Cr{qh@Dominiuminc.com</p>
Organization Form	Limited Liability Limited Partnership



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

2. Project Description



Project Description – Nggudwti Family Development

Site Information

- Property Name: Leesburg Family - New Construction
- Address: 3938 EqppgmTqcf . Nggudwti , FL 3696:
- Parcel Number: 44246222522224822."44246222522224922."5424622262224322."54246222622224922."542462262222422222."44246222522223422"("54246222622225322
- Units: 276
- Acreage: 3: 0 8
- Total Estimated Project Costs: \$314,153,705.19
- Construction Type: 3-Story – Unconditioned Corridor - Walkups
- Jurisdiction: City of Nggudwti "
- Project Costs Expended to Date: 225,000.00
- Affordability Period: Minimum affordability years required by federal law

Unit Mix – Current

Unit Type	Number of Units	2025 Net Max Rent
Two Bedroom/Two Bath	69	&3.092
Three Bedroom/Two Bath	138	&3.300
Four Bedroom/Two Bath	69	&3.491
Total/Average	276	&3.652

Potential Common Area Amenities

- Clubroom
- Fitness Center
- Playground

Potential Unit Amenities

- Fully Equipped Kitchens
- Central Air
- Vinyl Plank Flooring
- Walk-In Closets



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

3. Development Status



Status of Site Acquisition

This site is currently under contract with the applicant. Please see Exhibit G for the Purchase and Sale Agreement.



Status of Zoning

The Site is currently zoned Planned Unit Development (PUD). Please see Attachment IV for evidence of zoning. We are working with the City of Leesburg on a path forward and taking necessary steps to ensure a compatible land use.



Status of Site Plan Approval

This proposed development has had a pre-application meeting with the City of Nggudwti . At "" the time of application submission, the proposed development is concurrently being worked on between the Development Team and the City of Nggudwti towards site plan approval. The applicant can notify Polk County Housing Finance Authority once the site plan has been approved.



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

4. Financing Parties



Term Sheets

The applicant does not have any term sheets at this time but can provide them to Polk County Housing Finance Authority once received.



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

5. Market Analysis



The applicant will order a market study when necessary for the purposes of Credit Underwriting.

Market Study:

There are : apartment communities that are in the immediate market that are like the proposed " development. These properties all have units that are income and rent restricted to 60% AMI tenants. These properties are operating at a ; 8' occupancy rate. The data below is taken from Costar group, a leading global provider of commercial and residential real estate information, analytics, and ongoing marketplaces, outlines the properties in the immediate market to the subject property. This information shows the demand for the affordable community that the applicant is proposing to create.

Property Address	Property Name	Building Class	Number Of Units	Style	Secondary Type	Market Name	Submarket Name	City	State	County Name	Year Built	Vacancy %	Rent Type	Market Segment
1 Brook Cir	Palm Brook	C	50	Garden	Apartments	Orlando, FL	Lake County	Leesburg	FL	Lake	1986	0.7	Affordable	All
2700 Laurel Hollow Dr	Laurel Oaks	B	252	Garden	Apartments	Orlando, FL	Lake County	Leesburg	FL	Lake	2008	15.9	Affordable	All
1403 Old Harbor Blvd	Lakeside Retreat at 27	B	128	Garden	Apartments	Orlando, FL	Lake County	Leesburg	FL	Lake	2005	4.7	Affordable	All
336 Sandy Oak Cir	Cypress Oaks	B	140	Garden	Apartments	Orlando, FL	Lake County	Leesburg	FL	Lake	2005	2.8	Affordable	All
2511 Sennett Dr	Crossings at Leesburg Apartments	B	168	Garden	Apartments	Orlando, FL	Lake County	Leesburg	FL	Lake	2003	0.0	Affordable	All
2400 Silver Point Cir	Silver Pointe Senior Apartments	B	138	Mid-Rise	Apartments	Orlando, FL	Lake County	Leesburg	FL	Lake	2005	0.6	Affordable	Senior
2503 South St	Pepper Tree Apartments	C	105	Garden	Apartments	Orlando, FL	Lake County	Leesburg	FL	Lake	1979	N/A	Affordable	Senior

*Costar Group

Demand Study/ Capture Rate Analysis:

Below is a capture rate analysis that outlines tenants within the 5 closest zip codes to the development site. It outlines that there are currently ; 8,892 people living in those 5 zip codes. Of those zip codes, according to census data, 8.3: 8 people qualify for 60% income and rent restricted units which the proposed development would consist of. It also outlines that currently there are ; 55 units that are currently serving this population. The conclusion is that there are currently 7,475 people who can qualify for our affordable housing who are currently not living in 60% AMI communities (Most of whom are paying more than LIHTC Rents). To fill the proposed community, the applicant would need to capture 60% of the population that currently qualify for these 60% rent restricted units. This highlights the large demand and need for affordable housing in Orlando and specifically this market.

Demand Study - Family

Subject Property: 1716 Connell Road, Leesburg, Florida - Demand		Latitude: 28.77564098		Longitude: -81.88833759																																																																																																	
Prop Address:	1716 Connell Road																																																																																																				
State:	Florida																																																																																																				
County:	Lake																																																																																																				
City:	Leesburg																																																																																																				
Project Partner:	Katessa Archer																																																																																																				
<table border="1"> <thead> <tr> <th>Property:</th> <th>Subject</th> </tr> </thead> <tbody> <tr> <td>Unit Count:</td> <td>372</td> </tr> <tr> <td>Unit Set Aside</td> <td>60%</td> </tr> </tbody> </table>		Property:	Subject	Unit Count:	372	Unit Set Aside	60%	<table border="1"> <thead> <tr> <th colspan="10">Subject Property</th> </tr> <tr> <th>Zip Code</th> <th>County</th> <th>State</th> <th>AMI</th> <th>Total Pop</th> <th>Total HH</th> <th>Total HH Qual</th> <th>Total HH Qual Percent</th> <th>LIHTC Supply</th> <th></th> </tr> </thead> <tbody> <tr> <td>34748</td> <td>Lake County</td> <td>FL</td> <td>90,400</td> <td>41,341</td> <td>15,915</td> <td>3,798</td> <td>23.87%</td> <td>862</td> <td></td> </tr> <tr> <td>32163</td> <td>Sumter County</td> <td>FL</td> <td>88,300</td> <td>29,697</td> <td>17,944</td> <td>2,347</td> <td>13.08%</td> <td>-</td> <td></td> </tr> <tr> <td>34736</td> <td>Lake County</td> <td>FL</td> <td>90,400</td> <td>20,950</td> <td>8,747</td> <td>1,220</td> <td>13.95%</td> <td>71</td> <td></td> </tr> <tr> <td>34737</td> <td>Lake County</td> <td>FL</td> <td>90,400</td> <td>3,580</td> <td>1,407</td> <td>192</td> <td>13.67%</td> <td>-</td> <td></td> </tr> <tr> <td>34762</td> <td>Lake County</td> <td>FL</td> <td>90,400</td> <td>946</td> <td>2,821</td> <td>551</td> <td>19.52%</td> <td>-</td> <td></td> </tr> <tr> <td>34797</td> <td>Lake County</td> <td>FL</td> <td>90,400</td> <td>1,156</td> <td>527</td> <td>78</td> <td>14.74%</td> <td>-</td> <td></td> </tr> <tr> <td colspan="4"></td> <td>97,670</td> <td>47,361</td> <td>8,186</td> <td>17.3%</td> <td>933</td> <td></td> </tr> </tbody> </table>				Subject Property										Zip Code	County	State	AMI	Total Pop	Total HH	Total HH Qual	Total HH Qual Percent	LIHTC Supply		34748	Lake County	FL	90,400	41,341	15,915	3,798	23.87%	862		32163	Sumter County	FL	88,300	29,697	17,944	2,347	13.08%	-		34736	Lake County	FL	90,400	20,950	8,747	1,220	13.95%	71		34737	Lake County	FL	90,400	3,580	1,407	192	13.67%	-		34762	Lake County	FL	90,400	946	2,821	551	19.52%	-		34797	Lake County	FL	90,400	1,156	527	78	14.74%	-						97,670	47,361	8,186	17.3%	933	
Property:	Subject																																																																																																				
Unit Count:	372																																																																																																				
Unit Set Aside	60%																																																																																																				
Subject Property																																																																																																					
Zip Code	County	State	AMI	Total Pop	Total HH	Total HH Qual	Total HH Qual Percent	LIHTC Supply																																																																																													
34748	Lake County	FL	90,400	41,341	15,915	3,798	23.87%	862																																																																																													
32163	Sumter County	FL	88,300	29,697	17,944	2,347	13.08%	-																																																																																													
34736	Lake County	FL	90,400	20,950	8,747	1,220	13.95%	71																																																																																													
34737	Lake County	FL	90,400	3,580	1,407	192	13.67%	-																																																																																													
34762	Lake County	FL	90,400	946	2,821	551	19.52%	-																																																																																													
34797	Lake County	FL	90,400	1,156	527	78	14.74%	-																																																																																													
				97,670	47,361	8,186	17.3%	933																																																																																													
60% Ceiling	46,320																																																																																																				
40% Floor	30,880																																																																																																				
<table border="1"> <tbody> <tr> <td>Demand</td> <td>7,253</td> </tr> <tr> <td>Capture Rate</td> <td>4.54%</td> </tr> </tbody> </table>		Demand	7,253	Capture Rate	4.54%																																																																																																
Demand	7,253																																																																																																				
Capture Rate	4.54%																																																																																																				

Rent Advantage

There are 3 market rates comparable properties that this proposed development would be competing against. As you can see below, the proposed development would have a \$269-\$3,439 rent advantage compared to the market rate properties in the area.

Best Comparables

<i>Subject</i>	-	MARKET <i>Arbours at Silver Lake</i>		MARKET <i>Wildwood Preserve</i>		MARKET <i>The Wilds at Trailwinds</i>	
2024 - 60%	Rent	Rent	Advantage	Rent	Advantage	Rent	Advantage
1 Bedroom	\$992	\$1,286	294	\$1,259	267	\$1,454	462
2 Bedroom	\$1,180	\$1,426	246	\$1,459	279	\$1,725	545
3 Bedroom	\$1,353	\$1,611	258	\$1,725	372	\$2,570	1,217
4 Bedroom	\$1,498	\$0		\$1,975	477	\$0	
	Data	Data		Data		Data	
Year Built	2029	2006		2021		2021	
Distance	0.0	6.08		9.86		9.88	
Occupancy	0%	95%		94%		80%	
Units	372	120		126		396	



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

6. Total Bond Request



Tax Exempt Bond Request

The Borrower requests the Authority issues not in excess of \$61,600,000 in tax-exempt bonds to finance a portion of the costs of developing the project.



Taxable Bond Request

N/A



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

Exhibit A – Total Project Cost Breakdown



Leesburg Family - New Construction

1716 Connell Road, Leesburg, Florida

SOURCE AND USE SUMMARY

	Construction		Permanent	
	<i>Total</i>	<i>Per Unit</i>	<i>Total</i>	<i>Per Unit</i>
Sources of Funds:				
First Mortgage	\$ -	\$ -	\$ 53,270,000	\$ 193,007
Tax-Exempt Construction Loan	61,600,000	223,188	-	-
Taxable Equity Bridge Loan	27,700,500	100,364	-	-
Low Income Tax Credit Equity	6,905,738	25,021	46,038,250	166,805
Cash Flow From Operations	-	-	764,745	2,771
Deferred Developer Fee	-	-	14,080,710	51,017
Total Source of Funds	\$ 96,206,237	\$ 348,573	\$114,153,705	\$ 413,600
Uses of Funds:				
Acquisition Costs	\$ 4,000,000	\$ 14,493	\$ 4,000,000	\$ 14,493
Construction Costs	74,712,382	270,697	74,712,382	270,697
Interim Escrowed Funds	11,206,395	40,603	11,206,395	40,603
Lender or Investor Cash Reserves	-	-	1,350,345	4,893
Professional Services	2,451,371	8,882	2,451,371	8,882
Financings Costs - Construction Financing	510,002	1,848	510,002	1,848
Financing Costs - Permanent Mortgage & Bonds	2,540,087	9,203	2,540,087	9,203
Closing Costs	485,276	1,758	485,276	1,758
Tax Credit Fees	300,724	1,090	300,724	1,090
Developer Fee	-	-	16,597,123	60,135
Total Use of Funds	\$ 96,206,237	\$ 348,573	\$114,153,705	\$ 413,600



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

Exhibit B – First Year Pro Forma Income & Expense Analysis



Leesburg Family - New Construction

1716 Connell Road, Leesburg, Florida

PRO FORMA

Unit Description	2025 Net Max Rents	Number of Units	Square Feet	2027 Net Max Rents	Rent per SqFt	Monthly Income	Annual Income
Unit Mix							
One Bedroom - One Bathroom - 60%	\$ 1,092	-	575	\$ 1,261	\$ 2.19	\$ -	\$ -
Two Bedroom - Two Bathroom - 60%	1,300	69	853	1,502	1.76	103,638	1,243,656
Three Bedroom - Two Bathroom - 60%	1,491	138	1,177	1,722	1.46	237,636	2,851,632
Four Bedroom - Two Bathroom - 60%	1,652	69	1,437	1,910	1.33	131,790	1,581,480
<i>Total/Average</i>	\$ 1,484	276	1,161	\$ 1,714	\$ 1.48	\$ 473,064	\$ 5,676,768
Income						<i>Per Unit</i>	<i>Total</i>
Gross Potential Income						\$ 20,568	\$ 5,676,768
Apartment Vacancy Expense						(1,028)	(283,838)
<i>Total Rental Income</i>						\$ 19,540	\$ 5,392,930
Other Income							
Cable, Satellite, and Utilities Revenue						\$ 56	\$ 15,419
RUBS/Trash Revenue						799	220,655
Laundry/Vending						627	173,052
Tenant Charges						407	112,445
Not Used						-	-
Storage Income						-	-
Miscellaneous						44	12,257
<i>Total Other Income</i>						\$ 1,934	\$ 533,828
Effective Gross Income						\$ 21,474	\$ 5,926,758
Expenses						<i>Per Unit</i>	<i>Total</i>
Operating Costs							
Marketing						\$ 89	\$ 24,470
Administrative						390	107,546
Insurance						1,011	278,968
Payroll						1,536	423,876
Utilities						1,777	490,345
Repairs, Maintenance, and Turnover						1,152	317,986
<i>Total Operating Costs</i>						\$ 5,954	\$ 1,643,191
Operating Costs Less Utilities & Insurance						\$ 3,166	\$ 873,878
Non-Operating Costs							
Management Fee						\$ 644	\$ 177,803
Property Tax						-	-
Replacement Reserves						300	82,800
<i>Total Non-Operating Costs</i>						\$ 944	\$ 260,603
Total Expenses						\$ 6,898	\$ 1,903,794
Net Operating Income						<i>Per Unit</i>	<i>Total</i>
						\$ 14,576	\$ 4,022,964



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

Exhibit C – Construction Timetable



Construction Timetable

Project Timeline	
Closing	1/1/2027
Start Construction	1/14/2027
End Construction	6/1/2029
Stabalized Occupancy	11/1/2029



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

Exhibit D – Developers Background & Experience in Rental Property Development and Management



What we do hits HOME.





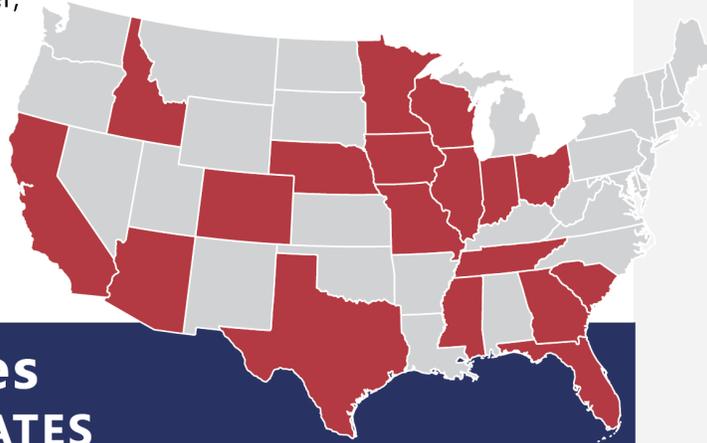
Contents

- 3 Who we are
- 4 What we do hits HOME.
- 4 Our residents
- 5 Dominion Gives
- 7 Opportunity's Front Door
- 8 Internship program
- 9 Awards
- 10 Endorsements
- 12 Contact us



WHO WE ARE

We are a national affordable housing developer, owner, and manager, providing high-quality homes for individuals and families.



220+ →
PROPERTIES

38k+ Homes
in nearly **20 STATES**

WHO WE SERVE

Dominium serves diverse populations from individuals to working parents and from artists to seniors.

HEAD OF HOUSEHOLD



Residents that speak languages **other than English**



\$26,363 AVERAGE INCOME OF RESIDENT
(includes value of subsidy)



43% of residents have completed at least some **COLLEGE**

35% of residents **WORK** in skilled, office or government jobs

OUR HOMES

Dominium's portfolio includes Section 42, Section 8, Senior, Artist and Market Rate homes. Most non-senior units are family homes with two or more bedrooms.



SECTION 42
units are rent restricted based on the area median income and residents qualify based on their income



SECTION 8
housing is for Dominion's lowest income residents who pay a portion of their rent with a voucher or subsidy



SENIOR
properties for residents ages 50, 55+ or 62+ are both income and age restricted



ARTIST
housing is Dominion's Section 42 homes reserved for those working in the arts



MARKET RATE
housing is not income restricted and is available in some of Dominion's portfolio



WHAT WE DO HITS HOME.

It's Dominion's promise, and we work hard every day to keep it. To us, **What we do hits HOME** means providing long-term value for our residents and employees, for the communities they live and work in, and for all our valued stakeholders.

Dominium brings excellence to the development and management of affordable housing communities across the United States. It is clear to us that our responsibility extends beyond completing deals and serving our residents; we have the responsibility to positively contribute to the communities where we operate. We strive to ensure all of Dominion's stakeholders are well-served:

- Residents gain places they are proud to call home;
- Financial and community stakeholders gain a solid partner dedicated to growth and community vitality along with economic development; and
- Dominion employees experience both an engaging place to work and the motivation to contribute to growth.

Access to quality, affordable housing is becoming increasingly important in every community across the country. It is critical infrastructure that allows families to succeed, businesses to grow and communities to flourish. Our residents and communities are at the heart of everything we do, and by developing quality homes that are as warm and welcoming as they are innovative, we create living spaces with long-term value that hits HOME.

OUR RESIDENTS

Our residents represent an incredibly diverse set of individuals and families. They are seniors, both retired and working. They are working parents. They are young professionals. They live in cities, the suburbs and rural communities. They represent a wide variety of racial and ethnic backgrounds.

There is no one group that benefits from affordable housing – it benefits many different kinds of people at all different stages of life. When more people have access to high-quality affordable housing, our communities, workplaces and schools are stronger.

DOMINIUM IS A FOR-PROFIT DEVELOPER OF AFFORDABLE HOUSING

We build value for our partners, investors and our communities by engaging in the development of affordable housing with the goal of returns over the long-term. This guides our approach to both development and management.

Unlike our non-profit counterparts, Dominion makes money on the properties we develop, own and manage. Because of our unique position as a mission-driven for-profit, Dominion can make a large difference in addressing the growing need for affordable housing. Dominion has the capacity and the strategic strength to evolve with market forces, helping by leading in the development of innovative projects that will meet the needs of growing communities across the U.S.

Dominium strives to make a positive difference in the cities and neighborhoods we call home. We believe that corporate social responsibility means building vibrant neighborhoods around the country, empowering employees to engage in their communities and creating opportunities for our residents to thrive. As a leader in developing and managing affordable housing, we know that our responsibility extends beyond simply building homes.

Dominium gives back to our communities in a number of ways:

DONATES



BUILDS



ASSISTS



VOLUNTEERS



DONATES:

Through DOMINIUM and the DOMINIUM FOUNDATION we donate more than \$1 million a year to community organizations that build stronger families and neighborhoods.

BUILDS:

Through the DOMINIUM PRO BONO PROGRAM, we provide free development services to non-profit organizations that are addressing critical housing challenges. Through this program, 10% of our development efforts are provided free of charge.

COMPLETED PROJECTS

- Dorothy Day Place (*St. Paul, MN*) \$72M Development
- Exodus II (*Minneapolis, MN*) \$70M Development

UPCOMING/ONGOING PROJECTS IN PERMANENT SUPPORTIVE HOUSING

- The Commons (*Colorado Springs, CO*) \$20M Development
- Rural Neighborhoods for Seniors (*Gainesville, FL*) \$15M Development
- Solid Ground Apartments (*Lakewood, CO*) \$20M Development
- DESC Burien (*Seattle area*) \$38M Development

OTHER OUTREACH OPPORTUNITIES

Texas | Nashville | Atlanta | Phoenix

To learn more, visit

DOMINIUMAPARTMENTS.COM/GIVES



ASSISTS:

Serving and operating in locations nationwide, our employees live through the natural disasters that dominate headlines. Through the employee-supported DOMINIUM EMPLOYEE EMERGENCY FUND, we assist our employees financially in recovering from fires, floods, hurricanes and other uncontrollable life-altering events. We encourage all to donate to support each other in times of need.

VOLUNTEERS:

Our employees and residents are instrumental to the success of our organization. Through the DOMINIUM VOLUNTEER PROGRAM, we empower employees to engage in volunteerism for causes important to them in their local communities.

We are committed to volunteerism across all levels of our organization, from top to bottom. Each year, Dominium employees volunteer thousands of hours and each one of those hours is matched with a financial contribution to multiply the positive impact our employees make in the communities they serve. We are proud to match company resources with employee passion and encourage and reward community service.

“ It (EEF) truly is inspiring and I need you to know it is massively appreciated. ”



To learn more, visit

[DOMINIUMAPARTMENTS.COM/GIVES](https://www.dominiumapartments.com/gives)



Dominium's Resident and Employee Scholarship Program

TALENT LIVES EVERYWHERE, OPPORTUNITY LIVES HERE.

Dominium is committed to providing safe and affordable housing, as well as improving the lives of the individuals and families in the communities we serve. In 2020, we launched our scholarship program, which aligns with our corporate giving initiative, Dominion Gives.

Opportunity's Front Door is Dominion's scholarship program for our residents, employees and their dependents. It is designed to help close the gap between potential and opportunity. Our goal is to help break down financial barriers and provide easier access to certification programs and higher learning. We believe that community fosters talent, and when talent gets a chance to shine, the future looks brighter for everyone.

Providing safe and affordable housing is an essential part of building strong communities, but communities need more than just space to thrive. Dominion is committed to empowering those that we serve. We believe in creating opportunities for both our residents and employees to pursue their dreams and reach their full potential and we know that education can often be the first step to opening new doors.



**Now contributing \$2 MILLION a year towards scholarships for any higher education or certificate programs, awarding our residents and employees or their dependents
400 SCHOLARSHIPS at \$5,000 EACH.**

To learn more, visit:

DOMINIUMAPARTMENTS.COM/SCHOLARSHIP





Dominium's Internship Program

PROVIDING EMPOWERING OPPORTUNITIES.

Dominium is committed to developing the promising talents of exceptional students through the experience gained through paid internships in all aspects of the company's operations. With the recognition that a significant number of Dominium's employees began their careers through college internships, the company understands that these positions not only provide opportunities for students, but also infuse the organization with a new generation of talent.

Now offering:

DEVELOPMENT INTERNSHIPS

CORPORATE INTERNSHIPS

PROPERTY MANAGEMENT INTERNSHIPS

RESIDENT INTERNSHIPS



"During my senior year in high school, I will work at the property about 20 hours per week. I help answer phones, deliver notices to residents, check the grounds, and do filing and other tasks. I also get to work side-by-side with the maintenance manager, who's taught me a lot. I'm learning as I go. On top of that, it's a paid position and that helps out our family!" - Joseph, Resident



To learn more, visit:

DOMINIUMAPARTMENTS.COM/CAREERS/INTERNSHIPS





2022 NATIONAL MULTIFAMILY HOUSING COUNCIL (NMHC) 50

The NMHC's authoritative ranking of the nation's Top 50 Apartment Owners and Top 50 Managers as well as the Top 25 Developers, Top 25 Builders and Top 10 Syndicators.

TOP 50

- LARGEST APARTMENT OWNERS: #30
- LARGEST APARTMENT MANAGERS: #46

TOP 25

- LARGEST BUILDERS: #17
- LARGEST DEVELOPERS - #18

U.S. BEST MANAGED COMPANY BY DELOITTE

Recognizes excellence and honors private companies for their strategy, execution, culture and financials. This group joins hundreds of private companies around the world that have earned this designation in a rigorous and independent process that evaluates four key criteria in their management skills and practices - strategy, execution, culture and financials.

SELECTED AS A 2020 U.S. BEST MANAGED COMPANY HONOREE: DOMINIUM

NATIONAL AFFORDABLE HOUSING MANAGEMENT ASSOCIATION (NAHMA) VANGUARD AWARDS

Celebrates success in the multifamily affordable housing industry by recognizing and benchmarking newly developed or significantly rehabbed affordable multifamily housing communities that showcase high quality design and resourceful financing.

2019 VANGUARD AWARD WINNERS

- NEW CONSTRUCTION:
UNION FLATS
- MAJOR REHAB OF HISTORIC STRUCTURE:
MILLWORKS LOFTS

HOUSING COLORADO THE EAGLE AWARD

Established in 1990, the Eagle Award represents one of the highest achievements for the Colorado housing community. This prestigious award celebrates the extraordinary accomplishments and outstanding leadership in housing and support services. The award honors individuals, agencies, projects, and programs that soar to new heights in their work to ensure safe, fair, affordable housing for all Coloradans. Winners are chosen by an industry-diverse selection committee.

2019 PEOPLE'S CHOICE AWARD WINNER:
NORTH RANGE CROSSINGS

NATIONAL ASSOCIATION OF HOME BUILDERS (NAHB) PILLARS OF THE INDUSTRY

NAHB's Multifamily Pillars of the Industry Awards highlight creative development concepts, innovative financing strategies, great design, and superior management and marketing in the apartment and condo marketplace.

The Pillars awards are held in high esteem by top-level multifamily development companies, management firms and experts in the field. The annual competition is judged by a jury of knowledgeable peers, each having a proven record of success in various facets of the multifamily industry.

2017 MULTIFAMILY DEVELOPMENT FIRM OF THE YEAR: DOMINIUM

2019 BEST REDEVELOPMENT OF A MULTI-FAMILY COMMUNITY:
LAKECREST VILLAGE

2018 BEST ADAPTIVE REUSE COMMUNITY: MILLWORKS LOFTS

We want to make sure that every community has access to clean energy. We want to make sure every community has access to low-carbon, high-quality, affordable housing and affordable housing developers with their eye on the prize of sustainability. They are offering a huge opportunity for families and lower income communities to participate in this green energy revolution, this sustainability revolution. This is where America is going, this is where the market is going, and I give credit to affordable housing developers like Dominion for helping lead the way and helping set a vision that others can follow too.

MICHAEL NOBLE

Executive Director | Fresh Energy

Dominium has been an incredible partner for us over the years. They're a partner in affordable housing across the country. Right now, we have a huge housing crisis in this country and certainly in the Twin Cities. Without a focused effort, without all partners coming to the table to try to solve this problem, we're never going to get ahead of the curve. But we know if we put a family in a stable, safe, affordable house, their lives will be changed forever.

CHRIS COLEMAN

President | Habitat For Humanity Twin Cities

Aeon cannot do its work without the community engaging. Folks like Dominion, bringing their expertise and their support, financial and otherwise, to the table is absolutely critical in our ability to get our work done.

ALAN ARTHUR

President & CEO | Aeon

I have to hand it to Dominion. They did an extraordinary job at bringing these different players and building the coalition necessary to create a really beautiful project. Everyone from the city to the financiers to the construction workers, this was a collaborative effort that is now complete with a wonderful community asset.

JACOB FREY

Mayor | Minneapolis

Right on the middle of what I would call St. Louis' living room, you had this hulking crumbling former gem of a building that was not only sad to walk by but was a momentum killer. There is no question that this was a gargantuan task. For someone like Dominion to be able to step into that and to pull the pieces together, pull so many parties together...to make it not only to get it done at some bare minimum level, but really to make it a shining example of what's possible when that kind of collaboration happens is really remarkable. To live in a vibrant place where innovation is embraced, downtown St. Louis ought to be...and I think the Arcade helps it become, a place where people of different ethnic, race and socio-economic backgrounds flourish.

ZACK BOYERS

Chairman & CEO | US Bank Community Development Corporation

Since Dominion came into the market, they've done a great job of really turning around the affordable market here in Florida.

DAVID LEON

Partner | Nelson Mullins Riley & Scarborough LLP



Tenacity and courage would be an understatement. The brilliance of their work has shown through and they created a new paradigm for St Louis. They created a real sense of community. That's what downtown needs.

STEVEN STOGL

President | DFC Group

I have to say that you all are very easy to work with. They really have their stuff together, Dominion. They make it really easy to partner with them to bring what is absolutely needed here in Covington. We have been growing like crazy. Our economic development people here are doing a fantastic job... The number of jobs available here has grown tremendously and we want to make sure that people who are working in these places have a place to live and people – as they are retiring – can still live in a place that they enjoy. They can be close to their grandkids, enjoy their community, and still be able to contribute to their community. So, we are certainly happy that you are here, and we look forward to more partnerships with you.

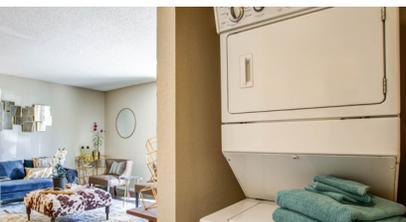
SHAMICA TUCKER

Executive Director | City of Covington Housing Authority

Dominium's impact has been profound on our organization. They are recognized not only as leaders in the affordable housing arena, but as civic leaders and people trust them.

LOUIS KING

President & CEO | Summit Academy OIC





NAME:
Paul Sween

TITLE:
Board Member &
Senior Managing Partner

JOINED DOMINIUM:
1989

EDUCATION:
Certified Public Accountant,
Pennsylvania State University

Paul Sween

Board Member & Senior Managing Partner

As Board Member and Senior Managing Partner, Paul Sween is responsible for all aspects of Dominion's business. Active in the multi-housing industry since 1981, Sween joined Dominion in 1989. During his involvement, the company has grown from managing 2,700 homes to nearly 40,000 homes and more than 220 properties.

Prior to Dominion, Sween worked for the international accounting firm Ernst & Young. He held the role of principal in a development and property management firm that syndicated existing apartment projects and completed low-income tax credit and historic rehab projects.

Sween is dedicated to serving on boards that share his passion for the stability, dignity and opportunity that housing provides. He is Capital Campaign co-Chair for CommonBond, the Minnesota-based affordable housing nonprofit, and a member of the Council of Large Affordable Housing Owners. Previous board engagements include serving as chair of the Minnesota Housing Partnership.

Sween is a founding donor to the Dominion Foundation which contributes to important housing and social service organizations in the communities where Dominion operates. He also helped spearhead and fund the creation of Opportunity's Front Door, a program that provides up to \$2 million in post-secondary scholarships to Dominion residents, employees and their dependents.

A committed, lifelong learner, Sween is a graduate of Pennsylvania State University and a Certified Public Accountant (CPA).



NAME:

Mark Moorhouse

TITLE:

Board Member, Managing Partner
& Executive Vice President of
Development & Acquisitions

JOINED DOMINIUM:

1996

EDUCATION:

Master of Business Administration
St. Cloud State University

Mark Moorhouse

*Board Member, Managing Partner & Executive Vice President
Development & Acquisitions*

As Board Member, Managing Partner and Executive Vice President of Development and Acquisitions, Mark Moorhouse oversees all aspects of Dominion's business, including responsibility for the company's Development and Acquisitions function.

The Development and Acquisitions function is a national affordable housing leader and includes more than 80 professionals in roles such as Development, Finance, Construction, Architecture and Corporate Affairs.

Moorhouse has decades of experience working with various federal, state and local housing programs. Since joining Dominion in 1996, he has worked on several significant portfolio acquisitions, new project developments, the acquisition of existing apartment projects and the creation of a construction, architecture, and a debt business within the company. In addition, he has been instrumental in completing numerous structured finance transitions at Dominion. He has played an integral role in helping the company grow from managing 6,400 homes in 1996 to approximately 40,000 homes in almost 20 states today.

Moorhouse is a graduate of St. Cloud State University where he received his Bachelor's degree and his Master of Business Administration (MBA) degree.

Moorhouse serves on the Board of the Development Committee and is Co-Head of the Financing Committee at Summit Academy, an organization established in 1996 that helps low income individuals obtain the job skills training needed to secure well-paid employment and, ultimately, to lead a more stable and rewarding life.

Moorhouse is a founding contributor to the Dominion Foundation which contributes to important housing and social service organizations in the communities where Dominion operates.



NAME:
Devon Quist

TITLE:
Vice President & Project Partner
of Development & Acquisitions

JOINED DOMINIUM:
2015

EDUCATION:
Bachelor of Arts in Real Estate
Studies with a Minor in Economics
from the University of St. Thomas
in St. Paul, MN

Devon Quist

*Vice President & Project Partner
Development & Acquisitions*

As Vice President and Project Partner, Devon Quist is responsible for new project development, acquisition and financing. His work includes analyzing new acquisition and development opportunities, determining project feasibility, overseeing design and construction, structuring partnerships and negotiating with lenders, investors and third-party vendors.

Quist joined Dominion in 2015 and has completed a variety of projects across the country. Residing in the Tampa Bay area, he specializes in the new construction of multifamily affordable housing using non-competitive resources in the Central Florida region. Quist has been involved in the acquisition and/or development of 13 projects, leading to the creation or preservation of approximately 3,000 affordable homes.

Prior to joining Dominion full time, Quist was a Development Intern for Dominion where he assisted project partners, developers, and associates with market research and the production and analysis of financial models.

Quist holds a Bachelor of Arts in Real Estate Studies and a minor in Economics from the University of St. Thomas in St. Paul, MN. His professional affiliations include the Bay Area Apartment Association (BAA), Urban Land Institute – Tampa Bay, the Coalition of Affordable Housing Providers (CAHP), and the Florida Housing Coalition (FHC). He has also serves on the Multi-Family Developer Council of the Apartment Association of Greater Orlando (AAGO).



Dominium Management Services, LLC – Current Portfolio

Property Name	Address	Family / Senior	Unit Count
1500 Nicollet	1500 Nicollet Ave S, Minneapolis, MN	Family	183
1601 Colorado	1601 Colorado Blvd, Denver, CO	Family	112
67 Flats	6856 West Maryland Ave, Glendale, AZ	Family	384
808 Berry Place	808 Berry Street, St. Paul, MN	Family	267
900 at Cleveland Park	900 Dickerson Pike, Nashville, TN	Family	256
Albertville Meadows	10732 County Rd 37 NE, Albertville, MN	Family	75
Albertville Meadows Townhomes	10732 County Rd 37 NE, Albertville, MN	Family	37
Alexander at Stonecrest Apartments	100 Leslie Oaks Drive, Lithonia, GA	Family	262
A-Mill Artist Lofts	315 Main Street SE, Minneapolis, MN	Family	251
Anchor at Gulf Harbors	5274 Sea Forest Drive, New Port Richey, FL	Senior	388
Arbor Lake	431 Kirkland Road, Covington, GA	Family	250
Arcade LIHTC	800 Olive St, St. Louis, MO	Family	202
Aria Landings	4050 Winkler Avenue, Fort Myers, FL	Family	320
Arterra	13500 N Cotton Lane, Surprise, AZ	Family	388
Ashlynn Ridge Senior	2001 Newnan Crossing Bypass, Newnan, GA	Senior	202
Aviara Flats	7800 W. Encanto Blvd, Phoenix, AZ	Family	372
Balmoral	851 Shenandoah Dr, Hailey, ID	Family	192
Beckley Townhomes	801 Beckleymeade Ave, Dallas, TX	Family	100
Bluffs at Cherry Hills	6510 North 107th Plaza, Omaha, NE	Family	196
Bluffs at Liberty Glen	1075 24th St SE, St. Cloud, MN	Family	180
Bluffs at Nine Mile Creek	7475 Flying Cloud Drive, Eden Prairie, MN	Family	188
Bren Road Station	11001 Bren Road East, Minnetonka, MN	Senior	262
Briar Park	3263 Greenbriar Parkway SW, Atlanta, GA	Senior	244
Brighton Oaks	617 8th Ave. NW, New Brighton, MN	Family	154
Buzza Lofts of Uptown	1006 West Lake Street, Minneapolis, MN	Family	136
Cambric	720 East 7th Street, St. Paul, MN	Senior	113
Canterbury Ridge	101 Canterbury Ridge Parkway, Canton, GA	Family	212
Capitol Crossing	1700 Teri Road, Austin, TX	Family	240
Casa Azure	7750 W. Encanto Blvd, Phoenix, AZ	Senior	196
Castlewood	2130 Emerald Drive, Davenport, IA	Family	96
Cathys Pointe	2701 North Grand Street, Amarillo, TX	Family	120
Cavanagh	5401 51st Ave N, Crystal, MN	Senior	130
Cedar Ridge	1401 Namekagon Street, Hudson, WI	Family	72
Centennial Crossings	15475 East Fair Place, Centennial, CO	Senior	209
Chapel Ridge of Gallatin	1590 Airport Road, Gallatin, TN	Family	208
Chapel Trace	562 Chapel Trace Drive, Orlando, FL	Family	312
Chariot Pointe	1710 E Northfield Blvd., Murfreesboro, TN	Family	184
Cholla Ranch	7400 S. Miller Road, Buckeye, AZ	Family	180
Cobblestone Manor	8201 Sartain Drive, Fort Worth, TX	Senior	220
Cobia Cove	1410 Sweetbriar Drive, Holiday, FL	Family	228
Copper Cove	101 N 91st Avenue, Tolleson, AZ	Family	228
Copper Gate	3140 Coppergate Circle, Lafayette, IN	Family	128



Dominium Management Services, LLC – Current Portfolio

Property Name	Address	Family / Senior	Unit Count
Cortland Estates	230 McMillan Court, Cortland, IL	Family	96
Courtyard	7126 Hirsch Drive, Cincinnati, OH	Senior	137
Covington Crossings	6000 Clark Street SW, Covington, GA	Senior	198
Crane Creek	2309 South Babcock Street, Melbourne, FL	Senior	127
Creekridge on the Park	7800 Creekridge Rd, Charlotte, NC	Family	150
Crossings at Cape Coral	1150 Hancock Creek S Blvd, Cape Coral, FL	Family	168
Crossroad Commons	8407 E. Parmer Lane, Manor, TX	Family	216
Crowne Forest	1275 49th Avenue Court, East Moline, IL	Family	120
Cypress Creek at Joshua Station Joshua	1006 Joshua Station Blvd, Joshua, TX	Family	181
Cypress Creek at Parker Blvd Royse City	7000 I-30 Frontage Road, Royse City, TX	Family	220
Dawnville Meadows	556 Horse Shoe Way, Dalton, GA	Family	120
Desert Palms	50600 Suncrest Street, Coachella, CA	Family	112
Dove Tree	1105 Lions Park Drive, Elk River, MN	Family	68
East Range Crossings	5959 N Dunkirk Street, Denver, CO	Family	252
Emblem at Tower	12100 Tower Road, Manor, TX	Family	324
Enclave at Pine Oaks	512 Harrison Place Drive, Deland, FL	Family	228
Essex Place	937 41st Street NW, Rochester, MN	Family	144
Estrella Springs at Canyon Trails	16965 W Van Buren Street, Goodyear, AZ	Family	396
Five Mile Creek	5151 Village Fair Drive, Dallas, TX	Family	236
Flats on Water's Edge	3940 Bell Road, Hermitage, TN	Family	156
Fox Run	2600 Allie Payne Road, Orange, TX	Family	70
Franklin Park	4509 E St Elmo Rd, Austin, TX	Family	163
Fulton Pointe	4171 Washington Road, East Point, GA	Family	160
Grainwood	5119 Gateway Street SE, Prior Lake, MN	Senior	168
Grand Central Flats	4729 Grand Avenue NE, Columbia Heights, MN	Family	148
Grand South	3530 Winnebago Street, St. Louis, MO	Senior	87
Grayson Ridge	1466 Grayson Highway, Lawrenceville, GA	Senior	240
Groves of Delray	1301 SW10th Avenue, Del Ray Beach, FL	Senior	158
Groves of Lawrenceville I	850 Hillcrest Green Drive NW, Lawrenceville, GA	Family	176
Groves of Lawrenceville II	850 Hillcrest Green Drive NW, Lawrenceville, GA	Family	146
Harbor at Twin Lakes	2730 Herschel Street North, Roseville, MN	Senior	277
Haven at Congaree Pointe	2401 Atlas Road, Columbia, SC	Senior	198
Heritage at Church Ranch	10050 Wadsworth Blvd, Westminster, CO	Senior	205
Heritage Landing	4260 Heritage Ave, Mt. Vernon, IL	Senior	50
Heron Ridge	4351 Little Egret Road, Kissimmee, FL	Senior	331
Hickory Manor	1626 Old Hickory Trail, Desoto, TX	Senior	190
Highland Hills	3131 Simpson Stuart Road, Dallas, TX	Family	250
Hillcrest Manor	1102 North Memphis Avenue, Lubbock, TX	Senior	220



Dominium Management Services, LLC – Current Portfolio

Property Name	Address	Family / Senior	Unit Count
Hilltop at Signal Hills	15 Butler Avenue East, West St. Paul, MN	Family	146
Huntington Ridge	4001 Treviso Drive, Springfield, IL	Family	96
Jefferson Square	1356 Jefferson Road, Northfield, MN	Family	50
Juniper Square	6548 North 67TH Ave, Glendale, AZ	Senior	221
Kinwood	3300 North McDonald Street, McKinney, TX	Family	200
Knolls at West Oaks	3443 Addicks Clodine Road, Houston, TX	Family	168
La Promesa	4590 North Texas Ave, Odessa, TX	Family	136
Lake Weston Point	2201 Weston Point Drive, Orlando, FL	Family	240
Lakecrest Village	9393 Tidwell Road, Houston, TX	Family	224
Lakeside Manor	902 West Eldorado Parkway, Little Elm, TX	Senior	176
Lakeside Pointe	2920 Oak Road, Pearland, TX	Family	274
Landings at Silver Lake Village	2551 38th Ave. NE, St. Anthony, MN	Family	263
Landings of Lexington	9400 Lexington Avenue, Lexington, MN	Family	180
Landon Pointe	1705 Grande Pointe Blvd, Orlando, FL	Family	276
Landon Trace Townhomes	1813 Buchanan Bay Circle, Orlando, FL	Family	228
Leather Trades	1600 Locust Street, St. Louis, MO	Family	86
Legacy Commons at Signal Hills	45 Butler Avenue, East, West St. Paul, MN	Senior	247
Legends at Berry	777 Berry Street, St. Paul, MN	Senior	241
Legends at Silver Lake Village	2500 38th Ave NE, St. Anthony, MN	Senior	169
Legends of Apple Valley	14050 Granite Ave, Apple Valley, MN	Senior	163
Legends of Blaine	10826 Austin Street NE, Blaine, MN	Senior	192
Legends of Champlin	11635 Theatre Drive, Champlin, MN	Senior	184
Legends of Columbia Heights	3700 Huset Parkway, Columbia Heights, MN	Senior	191
Legends of Cottage Grove	6999 E Point Douglas Rd S, Cottage Grove, MN	Senior	184
Legends of Spring Lake Park	1066 County Highway 10 NE, Spring Lake Park, MN	Senior	194
Legends of Woodbury	570 Settlers Ridge Parkway, Woodbury, MN	Senior	216
Lonnie Adkins	425 St. Anthony Ave, St. Paul, MN	Family	79
Madison Pointe	200 Mars Drive, Cotulla, TX	Family	76
Magnolia Court	201 E Telfair Street, Augusta, GA	Family	192
Maison at Solivita Marketplace	375 Maison Blvd, Kissimmee, FL	Family	396
Mariposa at Bay Colony Dickenson	1101 FM 517 Road West, Dickinson, TX	Senior	180
Mariposa at Clear Creek Webster	1427 FM 528 Road, Webster, TX	Senior	180
Mariposa at Elk Drive	155 Elk Drive, Burleson, TX	Senior	180
Mariposa at Pecan Park La Porte	3535 Canada Rd, La Porte, TX	Senior	180
Mariposa at South Broadway Joshua	1211 S Broadway St, Joshua, TX	Senior	222
Mariposa at Westchester Grand Prairie	440 East Polo Road, Grand Prairie, TX	Senior	93
Maryland Park	1619 Maryland Ave E., St. Paul, MN	Family	172
Matlock Flats	710 Eden Road, Arlington, TX	Family	192
MeadowView	100 Country Lake Drive, Goshen, OH	Family	128



Dominium Management Services, LLC – Current Portfolio

Property Name	Address	Family / Senior	Unit Count
Medina Townhomes	501 Clydesdale Trail, Medina, MN	Family	26
Metropolitan Artist Lofts	500 North Grand Blvd, St. Louis, MO	Family	72
Mill Creek Place	7101 W Strickland Street, Douglasville, GA	Family	128
Millberry	778 Berry Street, St. Paul, MN	Family	121
Millworks Lofts	4041 Hiawatha Avenue South, Minneapolis, MN	Family	78
Mission at Baytown	6033 Garth Road, Baytown, TX	Family	250
Mossy Oaks Village	27A Johnny Morrall Circle, Beaufort, SC	Family	96
Mountain View	488 East 15th Street, Beaumont, CA	Family	80
Mulberry Place	158 Paper Mill Road, Lawrenceville, GA	Family	224
Nassau Bay	5200 N Orange Blossom Trail, Orlando, FL	Family	492
North Range Crossings	14350 E 104th Ave, Commerce City, CO	Family	216
Oak Meadows	1605 Flower Mound Lane, Cocoa, FL	Family	120
Oaks at New Hope	239 New Hope Road, Lawrenceville, GA	Family	140
Oaks at St. John	210 Nettles Lane, Ponte Verda Beach, FL	Family	160
Oaks Landing	700 7th St NW, New Brighton, MN	Senior	204
Oasis at Twin Lakes	2725 Herschel Street N, Roseville, MN	Family	228
Ocean Pointe	300 SE St Lucie Blvd, Stuart, FL	Family	200
Olive Branch	100 Stonelick Woods Dr, Batavia, OH	Family	176
Orchard Springs	13380 N Cotton Lane, Surprise, AZ	Senior	211
Orville Commons	4290 Radio Drive, Woodbury, MN	Family	235
Osprey Park	151 N. Osprey Park Road, Kissimmee, FL	Senior	383
Park at Mt Zion	701 Mt Zion Rd, Jonesboro, GA	Family	193
Park Avenue West	827 Park Avenue West, Denver, CO	Family	122
Park Haven	6917 76th Ave N, Brooklyn Park, MN	Family	176
Park Manor	1725 S FM Road 1417, Sherman, TX	Senior	196
Parkland Manor	3755 Medical Park Drive, Austell, GA	Senior	150
Pheasant Ridge	2626 Bartelt Road, Iowa City, IA	Family	248
Pine Tree	10351 Hamilton Plaza, Omaha, NE	Family	198
Pinewood	5900 Greens Road, Houston, TX	Family	240
Preserve at Highland Ridge I	3474 Dickerson Pike, Nashville, TN	Family	201
Preserve at Highland Ridge II	3474 Dickerson Pike, Nashville, TN	Family	60
Preserve at Peachtree Shoals	2995 Old Peachtree Road, Dacula, GA	Senior	240
Preserve at Shady Oak	10987 Bren Road East, Minnetonka, MN	Family	220
Promenade	155 Cola Welch Parkway, McDonough, GA	Family	288
Quail Chase	500 W Airtex Blvd, Houston, TX	Family	248
Reef at Riviera	751 Haben Boulevard, Palmetto, FL	Senior	224
Regency Gardens	1525 Northwest 17th Avenue, Pompano Beach, FL	Family	94
Regency Palms	8332 Alnwick Circle, Port Richey, FL	Family	200
River North	10940 Crooked Lake Blvd NW, Coon Rapids, MN	Senior	167



Dominium Management Services, LLC – Current Portfolio

Property Name	Address	Family / Senior	Unit Count
River Road Estates	2380 Grand River Road, Jennings, MO	Family	20
River Roads Manor	2380 Grand River Road, Jennings, MO	Senior	94
River Trace Apartments and Homes	2710 River Trace Circle, Bradenton, FL	Family	218
RiverEast	3201 Renner Drive, Council Bluffs, IA	Family	120
Riverstation	220 Stoneport Drive, Dallas, TX	Family	236
Riverstock	50 Sandy Circle, Woodstock, GA	Family	172
Rosemont at Mayfield Villas	2002 Mayfield Villa Drive, Arlington, TX	Family	280
Saddleback Village at Stonegate	18260 N Alan Stephens Pkwy, Maricopa, AZ	Family	215
Sage at Franklin Park	4605 S. Pleasant Road, Austin, TX	Family	276
Sandoval Flats	3200 E Camino Encantadas NE, Rio Rancho, NM	Family	216
Sandpiper Glen	8890 Donnybrook Drive, Orlando, FL	Senior	288
Sandy Creek Apartments	1828 Sandy Point Road, Bryan, TX	Family	140
Sawyer Estates	4201 Sawyer Circle, St. Cloud, FL	Family	192
Scharbauer Flats	1915 E Scharbauer Dr., Midland, TX	Family	300
Schmidt Artist Lofts	900 W 7th Street, St. Paul, MN	Family	260
Seleno at Harris Road	1205 W Harris Road, Arlington, TX	Senior	180
Seven Palms	1200 Slash Pine Circle, Punta Gorda, FL	Family	336
Seville	4325 Crow Road, Beaumont, TX	Senior	90
Shannon Reserve	6822 Shannon Parkway, Union City, GA	Senior	166
Signature at Southern Oaks	3303 Southern Oaks Blvd., Dallas, TX	Family	256
Silver Gardens	2620 Ruidosa Avenue, Dallas, TX	Senior	202
Silver Glen	7601 Curry Road, Houston, TX	Family	160
Solstice of Mesa	307 S. Hawes Road, Mesa, AZ	Senior	237
Somerset Properties	1401 19th Avenue SE, Willmar, MN	Family	144
South Range Crossings	19130 J Morgan Blvd, Parker, CO	Family	204
St Cloud Village	201 St Cloud Village Court, Kissimmee, FL	Family	208
Stonepointe	6757 Covington Highway, Lithonia, GA	Senior	238
Stoneridge	16701 N. Heatherwilde Blvd., Pflugerville, TX	Family	256
Suncrest Vista at Canyon Trails	16985 W Van Buren Street, Goodyear, AZ	Senior	261
Swiss Ridge	455 Swiss Ave, Nashville, TN	Family	84
Swiss View	455 Swiss Ave, Nashville, TN	Family	32
Sycamore Ridge	1240 Vineyard Way, Gainesville, GA	Family	220
Taylor Pointe	4885 38th Circle, Vero Beach, FL	Family	168
The Abberly at Spring Hollow	451 E McLeroy Blvd, Saginaw, TX	Senior	194
The Addie at Metro Center	15025 E Center Ave, Aurora, CO	Senior	222
The Cesera	202 North Belt Line Road, Garland, TX	Senior	204
The Meridian	2170 Cook Road, Decatur, GA	Family	217
The Paramount	3223 Greenbriar Parkway SW, Atlanta, GA	Family	240
The Portofino	2122 East Sam Houston Parkway South, Pasadena, TX	Senior	248
The Safford	8740 N Silverbell Road, Marana, AZ	Family	200



Dominium Management Services, LLC – Current Portfolio

Property Name	Address	Family / Senior	Unit Count
The Springs	289 Springs Lane, Dripping Springs, TX	Family	76
The Waters Senior	1277 Plymouth Sorrento Rd, Apopka, FL	Senior	180
Three Rivers Landing	13120 Three Rivers Road, Gulfport, MS	Family	170
Timbers at Hickory Tree	3401 Hickory Tree Road, Balch Springs, TX	Family	216
Traditions Denver	3290 East County Line Road, Highlands Ranch, CO	Family	96
Union Flats	787 Hampden Ave, St. Paul, MN	Family	217
Upper Post Flats	6365 Sibley Ave, Fort Snelling, MN	Family	192
Valley Hill	430 Valley Hill Road, Riverdale, GA	Senior	72
Ventura at Tradewinds	1811 Tradewinds Blvd, Midland, TX	Family	204
Vermillion	3360 Alice Street, Houston, TX	Family	260
Villa Hermosa	2600 Americare Court Northwest, Albuquerque, NM	Family	288
Villa Springs	15101 Blue Ash Drive, Houston, TX	Family	216
Village at Delray	695 Auburn Ave, Delray Beach, FL	Family	144
Village Green	460 Mississippi Street NE, Fridley, MN	Family	196
Village Meadows	700 S Arbor Parkway, Hemet, CA	Family	68
Village of Kaufman	421 East 7th Street, Kaufman, TX	Family	68
Villages of Gallatin	614 N Water Avenue, Gallatin, TN	Family	185
Vinewood	1411 North Cockrell Hill Road, Dallas, TX	Family	200
Vista Ridge	2050 West Southern Avenue, Phoenix, AZ	Family	308
Waterview	1300 Waterview Circle, Hendersonville, TN	Family	160
Wellington Ridge	9145 Wellington Drive, Covington, GA	Family	220
Westview Terrace	287 W Westward Avenue, Banning, CA	Family	75
Whistlers Green	4700 Whistlers Green Circle, Naples, FL	Family	168
Willow Creek	100 Willow Creek Drive, Mount Juliet, TN	Family	144
Willow Place	150 Cola Welch Parkway, McDonough, GA	Senior	182
Windy Ridge	10910 N FM 620, Austin, TX	Family	120
Woodside Village	146 East 24th Street, Greeley, CO	Family	160
Woodway Village	4600 Nuckols Crossing Road, Austin, TX	Family	160



Atlanta | Dallas | Minneapolis | Phoenix

DOMINIUMAPARTMENTS.COM 

What we do hits H O M E.



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

Exhibit E – Project Site Plan

Site Plan TBD



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

Exhibit F - Legal Description of Site Location



File No.: NTS-204138-FL

The Land referred to herein below is situated in the County of LAKE, State of Florida and is described as follows:

Parcel 1:

Begin 913 feet South of the Northwest corner of the Southwest 1/4 of Section 2, Township 20 South, Range 24 East, Lake County, Florida, thence run East 218.65 feet to the Westerly railroad right of way line; thence run Northwesterly along the railroad right of way line to the West line of Section 2, thence run South to the Point of Beginning.

Parcel 2:

The North 200 feet of the South 1,727 feet of the Southwest 1/4 of Section 2, Township 20 South, Range 24 East, lying Westerly of the Westerly right of way line of the railroad.

Parcel 3:

Begin at a point on the Westerly right of way line of the railroad which lies 329 feet South of the North line of the Southeast 1/4 of Section 3, Township 20 South, Range 24 East, Lake County, Florida; thence run West 63.90 feet; thence run South 207 feet; thence run East 120 feet; thence run South 579 feet; thence run West 660 feet; thence run North 1115 feet; thence run East to the Westerly right of way line of the railroad; thence run Southeasterly along such right of way to the Point of Beginning. Less: (1) the West 275 feet of the East 660 feet thereof, lying North of RAVENSWOOD PARK SUBDIVISION; (2) the South 50 feet of the North 320 feet of the East 385 feet thereof lying West of connell road.

Parcel 4:

That part of abandoned RR R/W desc as follows: from NE cor of SE 1/4 run N 89deg 55min 12sec W to the W'ly R/W of said RR & designated as point "A" NE'ly at right angle to the W'ly R/W line to a point on the E'ly RR R/W line & the W'ly R/W of HWY 25A and the Point of Beginning, run SE'ly along RR R/W to it's point of intersection with the center line of connell Rd, SW'ly at a right angle to E'ly RR R/W, NW'ly along said RR R/W to point "A", NE'ly at a right angle to the W'ly RR R/W to Point of Beginning.

Parcel 5:

Beginning at a point on the East boundary of Section 3, Township 20 South, Range 24 East, Lake County, Florida, 536 feet South of the Northeast corner of the Southeast 1/4 of said section, run thence West 120 feet, thence North 207 feet, thence East 63.9 feet, thence Southeasterly 214 feet, to the Point of Beginning

Parcel 6:

The South 403 feet of the North 613 feet of the NW 1/4 of th SW 1/4 lying between the railroad right of way and hwy 27, Section 2, Township 20 South, Range 24 East, Lake County, Florida.

Parcel 7:

The West 275.00 feet of the East 660.00 feet of the NE 1/4 of the SE 1/4 of Section 3, Township 20 South, Range 24 East, Lake County, Florida, lying North of Ravenswood Park as recorded in [Plat Book 17, Page 42](#), Public Records of Lake County, Florida, and that part of the South 50.00 feet of the North 320.00 feet of the East 385.00 feet of the NE 1/4 of the SE 1/4 of Section 3, Township 20 South, Range 24 East, Lake County, Florida, lying West of Connell Road (County road dist. 2-3510).



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

Exhibit G – Purchase and Sale Agreement

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is made as of March 25, 2025 (the “Effective Date”), by and between NORHEN PROPERTIES, INC., a Puerto Rico for-profit corporation (“Seller”), and DOMINIUM ACQUISITION, LLC, a Minnesota limited liability company, its successors and assigns (“Buyer”).

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, “Property”):

1.1. Real Property. The real property comprising a minimum of 18.86 acres (the “Acreage”) within Parcel Numbers 022024000300002600, 022024000300002700, 032024000400002100, 032024000400002700, 032024000400002000, 022024000300001201, and 032024000400003100 located in Leesburg, Lake County, Florida (the legal description shall be determined based on the Title Evidence, as such term is defined in Section 6.1 hereof and attached hereto as **Exhibit A**) (the “Land”), together with all easements, rights, privileges, hereditaments, appurtenances, improvements, and rights benefiting or appurtenant to the Land, (collectively, the “Real Property”). The final acreage and legal description of the Real Property shall be determined based on the Survey (defined in Section 6.1 below).

JEGS 1.2. Contracts, Permits, Development Plans, Warranties, and Records. Seller’s interests in the following items relating to the Real Property: (a) any and all contracts, leases, and agreements (the “Contracts”), permits, development rights, utility rights, water rights, entitlements and licenses (the “Permits”), in each case, to the extent Buyer informs Seller that Buyer elects to assume such Contracts or Permits (such Contracts or Permits being the “Assumed Contracts and Permits”); (b) any and all development agreements, site plans, surveys and any other documents pertaining to development or potential development of the Real Property (the “Development Plans”); (c) any and all warranties and guaranties (the “Warranties”); and (d) all business records, including real estate taxes, assessments, insurance, and any records relating to any improvements to the Real Property (the “Records”).

2. Purchase Price and Manner of Payment. The total purchase price (the “Purchase Price”) to be paid for the Property shall be Four Million and No/100 Dollars (\$4,000,000.00). The Purchase Price shall be payable as follows:

2.1. Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as earnest money (“Initial Earnest Money”), which Initial Earnest Money shall be held by Newmark Title Services, 1700 Post Oak Boulevard, Suite 250, Houston, Texas 77056 (“Escrow Agent”) in accordance with an escrow agreement by and among Seller, Buyer and Escrow Agent, the form of which is attached to this Agreement as **Exhibit B**. The Initial Earnest Money shall be deposited by Buyer with Escrow

Agent within five (5) business days of the Effective Date. The Initial Earnest Money shall be fully refundable to Buyer except as otherwise contained herein. The Initial Earnest Money shall be applied to the Purchase Price at Closing.

- 2.2. One Hundred Thousand and No/100 Dollars (\$100,000.00) as earnest money (“First Additional Earnest Money”), which First Additional Earnest Money shall be held by the Escrow Agent. The First Additional Earnest Money shall be deposited by Buyer with Escrow Agent within sixty (60) days of the Effective Date. The First Additional Earnest Money shall be fully refundable to Buyer except as otherwise contained herein. The First Additional Earnest Money shall be applied to the Purchase Price at Closing.
- 2.3. One Hundred Thousand and No/100 Dollars (\$100,000.00) as earnest money (“Second Additional Earnest Money” and, together with the Initial Earnest Money and First Additional Earnest Money, the “Earnest Money”), which Second Additional Earnest Money shall be held by the Escrow Agent. The Second Additional Earnest Money shall be deposited by Buyer with Escrow Agent within three hundred sixty-five (365) days of the Effective Date. The Second Additional Earnest Money shall be fully refundable to Buyer except as otherwise contained herein. The Second Additional Earnest Money shall be applied to the Purchase Price at Closing.
- 2.4. The balance of the Purchase Price in cash by wire transfer of funds on the Closing Date, subject to adjustments and prorations as set forth in this Agreement.
- 2.5. Twenty-Five Thousand and No/100 Dollars (\$25,000.00) of the Earnest Money shall be non-refundable as of sixty (60) days following the Effective Date; provided, however, that such \$25,000 shall be returned to Buyer in the case of a Full Refund Event.
- 2.6. Unless this Agreement has otherwise terminated, One Hundred Thousand and No/100 Dollars (\$100,000.00) of the Earnest Money shall be non-refundable following Land Use Approval Period (as defined in Section 3.5) provided, however, that such \$100,000 shall be returned to Buyer in the case of a Full Refund Event.
- 2.7. Unless this Agreement has otherwise terminated, One Hundred Thousand and No/100 Dollars (\$100,000.00) of the Earnest Money shall be non-refundable as of three hundred sixty-five (365) days following the Effective Date; provided, however, that such \$100,000 shall be returned to Buyer in the case of a Full Refund Event.
- 2.8. Unless this Agreement has otherwise terminated, within five (5) business days after the effective date of the Notice of Vacancy Confirmation (as defined under Section 7), One Hundred Thousand and No/100 Dollars (\$100,000.00) of the Earnest Money shall be shall be released to Seller by Escrow Agent; provided,

J&GS

however, that such \$100,000 shall be returned to Buyer in the case of a Full Refund Event.

A "Full Refund Event" occurs under this Agreement when: (a) Seller is in breach or default; (b) Buyer terminates this Agreement pursuant to the terms of Section 6; (c) Buyer terminates this Agreement pursuant to the terms of Section 7; or (d) Buyer terminates this Agreement pursuant to the terms of Section 10.

3. Contingencies. The obligations of Buyer under this Agreement are contingent upon each of the following:

3.1. Seller Performance. Seller shall have timely performed all of its obligations under this Agreement.

3.2. Representations and Warranties. The representations and warranties of Seller contained in this Agreement must be true now and on the Closing Date as if made on the Closing Date.

3.3. Title. Title, including without limitation the legal description of the Real Property, shall have been found acceptable, or been made acceptable, in accordance with the requirements and terms of Section 6 below.

3.4. Access and Inspection. Buyer shall have an inspection period (the "Inspection Period") commencing on the Effective Date and ending at 11:59 p.m. Eastern Time on the date that is sixty (60) days after the Effective Date, as may be extended pursuant to the terms hereof, to undertake such studies, tests (including without limitation soil testing), and investigations it deems necessary or advisable with respect to the Property. Seller shall have allowed Buyer, and Buyer's agents, immediate access to the Real Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing the same. Seller shall make available to Buyer and Buyer's Agents without charge all records, permits and correspondence, and other Due Diligence in Seller's possession relating to Hazardous Substances affecting the Real Property; and Buyer shall have the right to interview Seller or any employees of Seller who may have knowledge of such matters. Buyer agrees to indemnify, defend and hold harmless Seller from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fee and court costs at trial and all appellate levels) arising out of or resulting from any damage to the Property and/or any negligent acts or omissions by Buyer or its agents doing such inspection or investigation; provided, however, that Buyer's obligations under this Section 3.4 shall not apply to the mere discovery or presence of any pre-existing (i) hazardous substances located on, under or about the Property or migrating therefrom or toward the Property, or (ii) defects or other conditions affecting the Property. On or before the expiration of the Inspection Period: (a) Buyer shall have been satisfied with its investigations regarding zoning, code, and governmental regulations, restrictions or requirements in place at the Property (provided, however that nothing in this paragraph shall limit Buyer's rights provided in

JBG-S

Section 3.7); (b) at Buyer's sole cost and expense, Buyer shall have obtained and be satisfied with, in Buyer's sole discretion, a Phase I Environmental Site Assessment of the Real Property, geotechnical soil testing of the Real Property, and any and all additional environmental investigations and reports that Buyer deems appropriate; and (c) Buyer shall have investigated, reviewed and been satisfied with all land use, density, site plan, building code, governmental restrictions, flood zone determinations, wetland delineations, and Due Diligence related to the Property. After the expiration of the Inspection Period, Buyer and its agents shall, with notice to Seller, have continued access to the Property to perform any studies, tests and investigations Buyer deems necessary. To the extent necessary, Seller shall coordinate and cooperate with providing Buyer access to the Real Property.

3.5. Land Use Approval Contingency. Buyer shall have a contingency period (the "Land Use Approval Contingency Period") commencing on the Effective Date and ending on the Closing Date (as may be extended as provided herein) to obtain all governmental approvals Buyer deems necessary to make use of the Real Property in the manner which Buyer intends, subject to only such conditions as are acceptable to Buyer in its sole discretion, including without limitation any and all applicable zoning, density, site plan and/or comprehensive plan, utility and service, land use and construction approvals (collectively, the "Land Use Approval"). Seller shall make best efforts to cooperate with Buyer in obtaining such approvals, and shall execute such applications and other documents as may be reasonably required or requested in connection therewith, including without limitation, documents that provide Buyer the authority to make applications on behalf of Seller in regards to the Land; provided Seller shall not be obligated to incur any monetary costs associated therewith. If Buyer does not notify Seller of its desire to terminate this Agreement due to this contingency not being met prior to the expiration of the Land Use Approval Period, the Buyer shall be considered to have waived such Land Use Approval contingency.

JEGS

3.6. [Reserved]

3.7. [Reserved]

3.8. Document Review. Seller shall have provided Buyer, within seven (7) days of the Effective Date, copies of all Leases, Contracts, Permits, Development Plans, Warranties, Records in Seller's possession or control and all documentation referred to in this Section 3 in Seller's possession or control, including such documentation described on **Exhibit C** in Seller's possession or control ("Due Diligence") attached hereto, and on or before the expiration of the Inspection Period, Buyer shall have determined that it is satisfied with its review and analysis of such matters. On or before the Closing Date, Seller, at its sole cost and expense, shall terminate any Contracts or Permits that Buyer does not elect to assume.

If any contingency has not been satisfied on or before the Closing Date, as may be extended by Buyer, or at such earlier time as set forth above, then this Agreement may be terminated by notice from Buyer to Seller.

Buyer may terminate this Agreement for any reason or for no reason at all and, upon such termination, receive a full refund of the Earnest Money that is not otherwise non-refundable at the time of such termination. Following a Buyer termination, neither party will have any further rights or obligations regarding this Agreement or the Real Property. All the contingencies are specifically for the benefit of the Buyer, and the Buyer shall have the right to waive any contingency by written notice to Seller.

In the event this Agreement is terminated prior to Closing, Buyer shall return all Due Diligence received by Buyer from Seller within three (3) days of termination and any Earnest Money to be returned to Buyer shall remain with the Escrow Agent until such Due Diligence is returned to Seller.

4. Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on a mutually agreed date on or before 450 days after the Effective Date (the "Closing Date"), as may be extended pursuant to this Section 4. The Closing shall take place through escrow deliveries to Title, and, any Earnest Money shall be released to Seller through the Title at Closing. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

JEGS

- 4.1. Extension Options. Buyer shall have the option, in its sole discretion, to extend the Closing Date for up to two (2) additional periods (each, an "Extension Period") as set forth in this Section 4.1. For each Extension Period Buyer exercises, Buyer shall deposit with Escrow Agent the sum set forth below (each, an "Extension Fee"). Any Extension Fees shall be credited against the Purchase Price at Closing. Should Buyer fail to close on the transaction contemplated by this Agreement for any reason other than a Full Refund Event, Extension Fees shall not be returned to Buyer. In the case of a Full Refund Event, any Extension Fee paid shall be returned to Buyer.

4.1.1. First Extension Period. Buyer may elect to extend the Closing Date by sixty (60) days (the "First Extension Period") by providing written notice of such election on or before the Closing Date (an "Extension Notice"). Within five (5) days of providing the Extension Notice, Buyer shall deposit with Escrow Agent an Extension Fee in the amount of Seventy-Five Thousand and No/100 Dollars (\$75,000.00).

4.1.2. Second Extension Period. If Buyer has previously exercised the First Extension Period, Buyer may elect to further extend the Closing Date by sixty (60) days (the "Second Extension Period") by providing an Extension Notice on or before the then-current Closing Date. Within five (5) days of providing the Extension Notice, Buyer shall deposit with

Escrow Agent an Extension Fee in the amount of Seventy-Five Thousand and No/100 Dollars (\$75,000.00).

- 4.2. Seller's Closing Documents. On the Closing Date, Seller shall execute and deliver to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:
- 4.2.1. Deed. A Warranty Deed conveying the Real Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances (hereafter defined). If requested by the Buyer, a Quitclaim Deed conveying the Real Property as legally described in the Survey to the Buyer.
 - 4.2.2. Assignment of Contracts, Permits, Development Plans and Warranties. An Assignment of Contracts, Permits, Development Plans, Warranties and miscellaneous documents conveying Seller's interest in the Assumed Contracts and Permits, Development Plans, Warranties and miscellaneous documents to Buyer together with the consent of all parties having a right to consent to such assignment.
 - 4.2.3. Tenant Removal Documents. Such documentation as may be required by Buyer, Buyer's financing partners, or Title to sufficiently evidence that no tenants have any further rights to the Property.
 - 4.2.4. Original Documents. To the extent in Seller's possession, originals of the Assumed Contracts and Permits, Development Plans, Warranties and Records for the Real Property.
 - 4.2.5. FIRPTA Affidavit. A non-foreign affidavit, properly executed, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
 - 4.2.6. IRS Forms. A Designation Agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.
 - 4.2.7. Evidence of Seller's Authority. Evidence reasonably satisfactory to Title reflecting the valid authorization of the person(s) who has(have) signed all closing documents on Seller's behalf.
 - 4.2.8. Other Documents. All other documents determined by Buyer or Title to be necessary to transfer the Property to Buyer free and clear of all encumbrances.
- 4.3. Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):

JES

4.3.1. Purchase Price. Funds representing the balance of Purchase Price, by wire transfer of immediately available funds.

4.3.2. IRS Form. A Designation Agreement designating the “reporting person” for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.

5. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

5.1. Title Insurance and Closing Fee. Seller shall pay the costs of curing all title Objections (hereinafter defined) for which Seller is responsible under Section 6 hereof, and any fees charged by Title for any escrow required in connection with curing Buyer’s Objections. Buyer shall pay all costs of obtaining the Title Evidence, the issuance of the Title Policy and any endorsements thereto requested by Buyer that are not required to cure Objections pursuant to Section 6 hereof. Seller and Buyer will each pay one-half of any closing fee or charge imposed by any closing agent, Title, or Escrow Agent.

JES

5.2. Deed Tax. Seller shall pay all state transfer, stamp, and intangible taxes payable in connection with this transaction and the cost for recording the Warranty Deed.

5.3. Real Estate Taxes and Special Assessments. All real estate taxes and special assessments payable in the years prior to the year in which the Closing occurs shall be paid by Seller. Real estate taxes payable in the year in which Closing occurs shall be pro-rated based upon a calendar year based upon the Closing Date. Seller shall pay the balance of all levied or pending special assessments against the Real Property at or prior to Closing.

5.4. Attorney’s Fees. Each of the parties will pay its own attorney’s fees, except that a party defaulting under this Agreement or any Closing Document will pay the reasonable attorneys’ fees and court costs incurred by the nondefaulting party to enforce its rights hereunder.

6. Title Examination. Title Examination will be conducted as follows:

6.1. Title Evidence. Within seven (7) days of the Effective Date, Seller shall furnish Buyer with full and complete copies of all title commitments, title policies, encumbrance documents and surveys pertaining to the Real Property in Seller’s possession or control. Buyer may obtain: (a) a commitment (“Title Commitment”) from a title insurer acceptable to Buyer (“Title”) for a current ALTA form Owner’s Policy of Title Insurance insuring title to the Real Property (the “Title Policy”), deleting standard exceptions and including affirmative insurance regarding zoning, contiguity, appurtenant easements and such other matters as may be identified by Buyer, in the amount of the Purchase Price, issued by Title; (b) UCC searches against Seller by name and the Real Property (“UCC Searches”), (c) wetland delineation, and/or (d) an ALTA/NSPS Land Title Survey (the “Survey,” and together with the Title Commitment and the UCC Searches,

the "Title Evidence") prepared by a registered land surveyor and certified to Buyer and Buyer's financing parties, if any, showing the Real Property and location of all buildings and easements thereon and such other information and containing such matters as Buyer or Buyer's lender shall reasonably request.

6.2. Buyer's Objections. Within sixty (60) days of the Effective Date, Buyer will provide the Title Evidence to Seller and make written objections ("Objections") to the form and/or contents of the Title Evidence. Buyer's failure to make Objections within such time period will constitute waiver of Objections; provided, however, that Buyer may make further Objections to matters disclosed by any updated Title Evidence that were not disclosed by prior Title Evidence, within thirty (30) days of Buyer's receipt of such updated Title Evidence. Any matter shown on such Title Evidence and not objected to by Buyer shall be a "Permitted Encumbrance" hereunder. Seller will have thirty (30) days after receipt of the Objections to cure the Objections ("Title Cure Period"). Seller shall act in good faith and use its best efforts and reasonable due diligence to correct any Objections. To the extent an Objection can be satisfied by the payment of money, Buyer shall have the right to apply a portion of the cash payable to Seller at the Closing to satisfaction of such Objection, and the amount so applied shall reduce the amount of cash payable to Seller at the Closing, provided Buyer and Seller mutually agree to the amount. Notwithstanding anything to the contrary contained herein, Seller shall (i) terminate any lease agreements and cause all tenants to be vacated from the Property on or before the Closing Date and (ii) cause all monetary liens (security deeds, collateral liens, municipal liens, mechanics' liens, assessments, etc.) to be released from the Property on or before the Closing Date, regardless of whether or not such items were objected to by Buyer. If the Objections are not cured within the Title Cure Period or by Closing Date if satisfaction of Objection is to be paid at Closing, Buyer will have the option to do any of the following:

JGS

6.2.1. Terminate this Agreement and receive a refund of the Earnest Money and the interest accrued and unpaid on the Earnest Money, if any.

6.2.2. Reserved.

6.2.3. Extend the period for cure of Objections until the Closing Date by notice to Seller.

6.2.4. Waive the Objection and proceed to closing.

6.3. Extension of Cure Period. If Buyer delivers notice to Seller pursuant to Section 6.2.3 that it intends to extend the period for Seller to cure the Objections, then Seller shall have until the Closing Date to cure the Objections. If the Objections are not cured by the Closing Date, Buyer shall have the option to do any of the following:

6.3.1. Notwithstanding anything in this Agreement to the contrary, terminate this Agreement and receive a refund of the Earnest Money and the interest accrued and unpaid on the Earnest Money, if any.

6.3.2. Reserved.

6.3.3. Waive the Objection and proceed to closing.

6.4. Legal Description. Buyer shall cause its surveyor to prepare a legal description for the Real Property and depict the same on the Survey. Buyer may make Objections to such legal description in the manner set forth in Section 6.2. Seller shall have until sixty (60) days following the later of its receipt of the Survey and Buyer's Objections thereto to review the legal description therein. If Seller shall fail to notify Buyer within thirty (30) days of such date of any specific comments or objections to the legal description contained in the Survey and Buyer's Objections thereto, or if Buyer shall notify Seller of its acceptance of the legal description as revised pursuant to such notice by Seller, Buyer and Seller shall be deemed to have accepted such legal description, subject to modification pursuant to any relevant Objections, as the legal description of the Real Property to be conveyed at Closing. Otherwise, Buyer and Seller shall thereafter negotiate in good faith to determine the legal description of the Real Property.

7. Tenant Removal. At any time on or after the date that is one-hundred twenty (120) days before the Closing Date (as may be extended as permitted herein), Buyer shall deliver written notice ("Tenant Removal Notice") to Seller of Buyer's election to require Seller, at Seller's expense, to: (i) immediately terminate all rental agreements, leases, lease amendments, guaranties, exhibits, addenda, and riders thereto and any other documents creating a possessory interest in the Property (collectively, "Leases") and provide Buyer with written notification evidencing such terminations, and (ii) take all legal actions necessary to ensure that no occupants, tenants, or other users of the Property (collectively, "Tenants") remain at the Property as of thirty (30) days following receipt of the Tenant Removal Notice (collectively, "Tenant Removal"). Seller shall complete Tenant Removal within thirty (30) days after receiving the Tenant Removal Notice (the "Tenant Removal Deadline") and shall do so in compliance with Florida Statute Sections 82 and 83. Seller shall deliver written notification to Buyer confirming Tenant Removal has occurred ("Notice of Vacancy"). Buyer shall have thirty (30) days after receiving the Notice of Vacancy to inspect the Property to verify Tenant Removal and shall deliver written notice to Seller verifying completion of Tenant Removal ("Notice of Vacancy Confirmation"). In the event that any Tenants of the Property remain on the Property at the Tenant Removal Deadline, Buyer shall have the option, at its sole discretion, to either (i) extend the Closing Date and any remaining Earnest Money deposit dates to permit sufficient time for Seller to remove such remaining Tenants, (ii) proceed with Closing, provided that Seller shall be obligated to complete the Tenant Removal after Closing in as expeditious manner permitted under Florida law and at Seller's sole expense, or (iii) terminate this Agreement by giving written notice to Seller and receive back all Earnest

JEGS

Money. The obligations of Seller in the foregoing sentence shall expressly survive Closing.

8. Executory Period; Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance. Seller shall execute no contracts, leases or other agreements, or amendments thereto, regarding the Property during the Executory Period that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion. Seller shall not, and shall not cause or permit any third party to, remove dirt, gravel, minerals or timber from the Property or materially alter the condition of the Property during the Executory Period without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion. Seller shall cooperate with (i) the submission of all land use and other applications, and (ii) all plats, easements, and other agreements requested by Buyer in connection with Buyer's proposed redevelopment of the Property. Seller recognizes that prior to Closing, Buyer intends to make certain applications to local agencies that will impact the Land, including without limitation, applications for rezoning, wetland impacts, a comprehensive plan amendment, applications to replat the Land, applications to the watershed authority, and applications to various utility providers (collectively, the "Approval Applications"). Seller shall reasonably cooperate with Buyer in Buyer's submission of such Approval Applications, and Seller shall execute such applications and other documents as may be reasonably required or requested in connection therewith, including without limitation, documents that provide Buyer the authority to make applications on behalf of Seller in regards to the Land. In no event shall Seller be obligated to incur any monetary costs and/or expenses associated therewith that is not immediately reimbursed by Buyer.

REGS

9. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

9.1. Existence; Authority. Seller is duly organized, qualified and in good standing, and has the requisite power and authority to enter into and perform this Agreement and Seller's Closing Documents; such documents have been duly authorized by all necessary action; such documents are valid and binding obligations of Seller, and are enforceable in accordance with their terms. Seller is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action of Seller.

9.2. Title. Seller has good and marketable title in fee simple to the Property. The Property has not been assigned or conveyed to any party. Seller has the right to convey the Property in accordance with the terms of this Agreement. No person or entity (other than Buyer in accordance with this Agreement) has a right to acquire any interest in the Property. Except for the Permitted Encumbrances, the Property will be transferred at Closing free of all leases, liens and other encumbrances. There are no use agreements, restrictive covenants, or other documents that

restrict the Property in any way that would affect the Buyer's intention to develop multifamily housing on the Property, whether for seniors or families and whether with or without income and occupancy restrictions.

- 9.3. Documents. All documents, including documents includable as Due Diligence, required to be delivered to Buyer have been delivered to Buyer had have been delivered without alteration or omission.
- 9.4. Leases and Contracts. The Property is subject to no leases or possessory rights in favor of any third party, except as otherwise disclosed to Buyer in writing. Seller has disclosed all Contracts to Buyer.
- 9.5. Casualty. There has not been in the past 12 months, and there is not now, any casualty affecting the Property, and there is not now any disrepair or damage that remains unrepaired, due to any prior casualty affecting the Property.
- 9.6. Contracts. Seller has made available to Buyer a correct and complete copy of each Contract and Permit and any amendments which may survive a closing hereunder.
- 9.7. Operations. Seller has received no notice of actual or threatened special assessments or reassessments of the Real Property. The Property is, and to Seller's best knowledge has been, used in compliance with all governmental permits. All permits necessary for the present ownership and use of the Property, if any, have been obtained and are in full force and effect a no default exists thereunder. Seller is not in default concerning any of its obligations or liabilities regarding the Real Property. All public utilities currently serving the Property and public and quasi-public improvements upon or adjacent to the Property (including without limitation, all applicable electric lines, water lines, gas lines and telephone lines): (i) adequate to service the requirements of the Property; (ii) enter the Property directly through adjoining public streets and do not pass through adjoining private land; and (ii) are installed and operating and all installation and connection charges have been paid for in full. Seller has received no notice of actual or threatened cancellation or suspension of any utility services or certificate of occupancy for any portion of the Real. To the best of Seller's knowledge, there are no pending or contemplated zoning changes, variances, special zoning exceptions, conditions or agreements affecting, or potentially affecting the Property or any portion of the Property.
- 9.8. Environmental Laws. Except as otherwise disclosed to Buyer, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment) (collectively, "Hazardous Substance") have been generated, treated, stored, transferred from, released or

disposed of, or otherwise placed, deposited in or located on the Real Property, nor has any activity been undertaken on the Property that would cause or contribute to the Real Property becoming a treatment, storage or disposal facility within the meaning of, or otherwise bring the Real Property within the ambit of, any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. Except as otherwise disclosed to Buyer, there has been no discharge, release or threatened release of Hazardous Substances from the Real Property. Except as otherwise disclosed to Buyer, there are no Hazardous Substances or other conditions in or on the Real Property that may support a claim or cause of action under any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. The Real Property is not now, and to the best knowledge of Seller, never has been listed on any lists of sites contaminated with Hazardous Substances, nor used as landfill, dump, disposal, treatment or storage site for Hazardous Substances.

- 9.9. FIRPTA. Seller is not a “foreign person”, “foreign partnership”, “foreign trust” or “foreign estate”, as those terms are defined in Section 1445 of the Internal Revenue Code.
- 9.10. Wells and Individual Sewage Treatment Systems. Seller certifies and warrants that Seller does not know of any open or closed wells on the Real Property or present or past sewage treatment systems on the Real Property.
- 9.11. Storage Tanks. No above ground or underground tanks are located in or about the Real Property; or, have been located under, in or about the Real Property and have subsequently been removed or filled. To the extent storage tanks exist on or under the Real Property, such storage tanks have been duly registered with all appropriate regulatory and governmental bodies, and otherwise are in compliance with applicable federal, state and local statutes, regulations, ordinances and other regulatory requirements.
- 9.12. Reports. Seller has delivered to Buyer copies of all environmental reports and studies relating to the Real Property in the possession or control of Seller.
- 9.13. No Conflict or Lien. Neither the execution or delivery of this Agreement nor the consummation of the transaction as contemplated herein will conflict with or result in a breach of any contract, license or undertaking to which Seller is a party or by which any of its property is bound, or constitute a default thereunder or, except as contemplated herein, result in the creation of any lien or encumbrance upon the Property.
- 9.14. No Proceedings. There is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Seller or any portion of the Property, including without limitation (i) any legal or administrative proceeding which would adversely affect Seller’s right to convey the Real Property to Buyer as contemplated in this Agreement, and (ii) any condemnation or eminent domain

PLS

proceedings with respect to the Real Property. There are no legal or administrative proceedings pending or threatened affecting the Real Property.

- 9.15. Private Restrictions. There are and will be no private restrictions that affect the uses which may be made of the Real Property by Buyer, including, but not limited to, the size or cost of any building or structures to be placed on the Real Property, limitations on use or restrictions in regard to fences, roofs, garages and heights of buildings or structures to be placed on the Real Property, or agreements that subject any architectural or development plans to an association or other non-governmental person, group or organization.
- 9.16. No Bankruptcy. Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.
- 9.17. Defaults. Seller is not in default concerning any of its obligations or liabilities regarding the Property.
- 9.18. Additional Interests. There are no property interests or other improvements owned by Seller which are necessary or useful for the operation of the Property that are not being conveyed pursuant to this Agreement.

PG 5

For a period of twelve (12) months after Closing, Seller will indemnify Buyer, its successors and assigns, against, and will hold Buyer, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after Closing. Consummation of this Agreement by Buyer with knowledge of any such breach by Seller will not constitute a waiver or release by Buyer of any claims due to such breach.

10. Casualty; Condemnation. If all or any part of the Property is substantially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. If Buyer shall fail to give the notice, then the parties shall proceed to Closing, and Seller shall assign to Buyer all rights to insurance proceeds resulting from such event. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30)

If to Seller: Norhen Properties, Inc.
4037 Metric Drive
Winter Park, Florida 32792
Attention: Jose Garcia
E-mail: jhenrygarcia@gmail.com

With Copy to: Nest Seekers Florida
888 Biscayne Blvd., Suite 112
Miami, Florida 33132
Attention: Roberto Cardona
E-mail:

~~RobertoC@nestseekers.com~~ RobertoC@nestseekers.com

[SVN Alliance Commercial Real Estate Advisors](#)
[1275 West Granada Blvd., Suite 5B](#)
[Ormond Beach, Florida 32174](#)
[Attention: Ali Mushtaq](#)
[E-mail: ali.mushtaq@svn.com](mailto:ali.mushtaq@svn.com)

Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

15. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Florida and such laws will control its interpretation. Time shall be of the essence of this Agreement. The term "business day" shall mean Monday through Friday except Federal holidays. If any time period under this Agreement ends on a day other than a business day, then the time period shall be extended until the next business day.
16. Remedies. If Buyer materially defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate, and upon such termination Seller will retain the Earnest Money as liquidated damages (except in the event that a Full Refund Event has occurred and outstanding in which case the Earnest Money shall be returned to Buyer), time being of the essence of this Agreement. The parties agree that (i) actual damages would be difficult or impossible to ascertain in the event of such default and (ii) the Earnest Money is a fair and reasonable estimate of the probable loss which would be sustained by Seller by reason of such default and is not a penalty or forfeiture. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default

JEGS

by Buyer, and Buyer will not be liable for damages or specific performance. If Seller defaults under this Agreement, this provision does not preclude Buyer from seeking and recovering from Seller damages for nonperformance or specific performance of this Agreement. If Seller defaults under this Agreement, Buyer shall recover as damages from Seller all of Buyer's out-of-pocket costs and fees, including without limitation, attorneys' fees, accountants' fees and other consultants' fees incurred by Buyer in preparing and negotiating this Agreement, preparing for the closing, obtaining financing commitments, investigating the status, title and condition of the Property, and other similar and reasonable costs and expenses or specific enforcement of this Agreement. At the request of Buyer, Seller agrees to record an option agreement for the benefit of Buyer in the real property records ("Option Agreement"). Such Option Agreement shall automatically terminate upon the earlier of (1) a default by Buyer, subject to any applicable grace or cure period, (2) upon termination of this Agreement by Buyer, (3) upon the conveyance of the Real Property from Seller to Buyer, and (4) the expiration of this Agreement. In consideration for the Option Agreement, Buyer shall provide to Seller additional consideration of \$100.

17. 1031 Exchange. At the option of either party, upon not less than five (5) days written notice to the other party prior to Closing, either party may require the Closing to be achieved pursuant to an escrow created to effectuate an exchange pursuant to Section 1031 of the Internal Revenue Code. In such event, the other party agrees to cooperate with the party giving such notice, provided that such facilitation will not delay Closing.

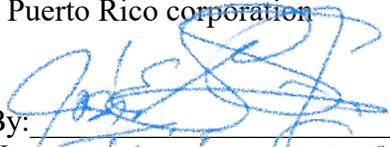
JEGS

[SIGNATURE PAGE TO FOLLOW]

Seller and Buyer have executed this Agreement as of the date first written above.

SELLER:

NORHEN PROPERTIES, INC.,
a Puerto Rico corporation

By: 
Name: José G. Garcia-Santiago
Its: President - Owner

BUYER:

DOMINIUM ACQUISITION, LLC,
a Minnesota limited liability company

By: _____
Name: Nick Andersen
Its: Authorized Signatory

Seller and Buyer have executed this Agreement as of the date first written above.

SELLER:

NORHEN PROPERTIES, INC.,
a Puerto Rico corporation

By: _____

Name: _____

Its: _____

BUYER:

DOMINIUM ACQUISITION, LLC,
a Minnesota limited liability company

By: _____
DocuSigned by:
Nick Andersen
A7A0706B1324476...

Name: Nick Andersen

Its: Authorized Signatory

EXHIBIT A

(Legal Description of the Real Property – to be attached following determination pursuant to Section 6.1)

JEGS

EXHIBIT B

ESCROW RECEIPT

The undersigned, Newmark Title Services (“Escrow Agent”), acknowledges receipt of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the “Deposit”) to be held by it pursuant to the Purchase Agreement to which this Escrow Receipt is attached. Escrow Agent agrees to hold the Deposit and any further deposits made pursuant to the terms of the Purchase Agreement in accordance with the terms of the Purchase Agreement and disburse the same strictly in accordance with such terms. Escrow Agent shall invest the Deposit in such interest-bearing accounts or instruments as shall be approved by both Buyer and Seller. Interest shall accrue for the benefit of Buyer.

Seller and Buyer represent that their respective Tax I.D. Numbers are as follows: Seller, 66-0674999; Buyer, 41-1895927.

Escrow Agent shall have no responsibility for any decision concerning performance or effectiveness of the Purchase Agreement or to resolve any disputes concerning the Purchase Agreement. Escrow Agent shall be responsible only to act in accordance with the joint and mutual direction of both Seller and Buyer, or in lieu thereof, the direction of a court of competent jurisdiction. Seller and Buyer undertake to hold Escrow Agent harmless from all claims for damages arising out of this Escrow Receipt and do hereby agree to indemnify Escrow Agent for an costs and expenses in connection with this escrow, including court costs and attorneys’ fees, except for Escrow Agent’s failure to account for the funds held hereunder, or acting in conflict with the terms hereof.

The closing fees of the Escrow Agent shall be paid by Buyer.

JEGS

ESCROW AGENT:

NEWMARK TITLE SERVICES

By: _____

Name: _____

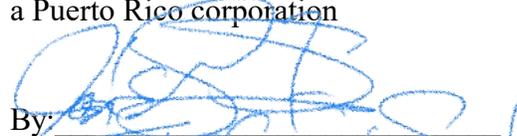
Title: _____

[Signatures Continue on the Following Page]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first written above.

SELLER:

NORHEN PROPERTIES, INC.,
a Puerto Rico corporation

By: 
Name: Jose L. Garguero 1990
Its: President-Owner

[Signatures Continue on the Following Page]

JLG

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first written above.

BUYER:

DOMINIUM ACQUISITION, LLC,
a Minnesota limited liability company

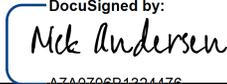
By:  _____
Name: Nick Andersen
Its: Authorized Signatory

EXHIBIT C

(Due Diligence)

- Previous title work (commitments, abstracts, exception documents, UCC searches, owner's policies, etc.), including encumbrances such as land use restriction agreements, regulatory agreements, and restrictive covenants.
- Known special assessments affecting the Real Property or that have affected the Real Property in the last five years.
- Copies of any ALTA surveys, boundary surveys, architectural plans, site plans, development plans, or specifications of the Real Property in possession of the Seller.
- Any uncured material violations of any documents, contracts or agreements related to the Real Property.
- Copies of engineering and/or environmental reports, soils reports (or other soil quality information), wetland studies, physical needs assessments, or other similar reports or studies relating to the Real Property prepared in the last five years.
- Copies of any code violations or complaints relating to the Property for the last three years.
- All tax bills related to the Real Property for the last two years.
- List, diagrams, or depictions of any sewers, wells or subsurface tanks on site.
- Any concept plans for the overall development site submitted to the city or county or any other governmental authority having jurisdiction over the Property.
- Copies of all Leases and any other agreements with tenants or other occupants of the Property.

JES

EXHIBIT "A"

Legal Description

The East 220 feet of the West 325 feet of Lot 1, John G. McNaught's Subdivision of Government Lot 12 Section 27, Township 19 South, Range 26 East, according to the plat thereof as recorded in [Plat Book 4 Page 2](#), Public Records of Lake County, Florida; Less and except the right of way for County Road Old 441.

AND

Lot 1, in John G. McNaught's Subdivision of Government Lot 12, Section 27, Township 19 South, Range 26 East and Government Lot 1, Section 34, Township 19 South, Range 26 East, according to the plat thereof as recorded in [Plat Book 4, Page 2](#), Public Records of Lake County, Florida; Less and except the West 325 feet thereof, and less and except the right of way for County Road Old 441.

AND

The West 1/2 of the vacated unnamed street lying West of Lot 22 and East of Lot 1, John G. McNaught's Subdivision of Government Lot 12, Section 27, Township 19 South, Range 26 East and Government Lot 1, Section 34, Township 19 South, Range 26 East, according to the plat thereof recorded in [Plat Book 4, Page 2](#), Public Records of Lake County, Florida, and bounded on the North by Lake Saunders and the South by a line that is 50 feet Northerly of, by perpendicular measurements, the centerline of pavement of County Road Old 441, as it existed on January 28, 2003.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

Exhibit B - Form of Expense and Indemnity Agreement

EXHIBIT B

FORM OF EXPENSE AND INDEMNITY AGREEMENT

Housing Finance Authority of Polk County, Florida

RE: HOUSING FINANCE AUTHORITY OF POLK COUNTY, FLORIDA
MULTIFAMILY HOUSING REVENUE BONDS

Ladies and Gentlemen:

The undersigned (the "Applicant") has requested that the Housing Finance Authority of Polk County, Florida (the "Authority") consider its application for the issuance of multifamily housing revenue bonds (the "Bonds") by the Authority for the benefit of the Applicant, and as an inducement to such consideration hereby agrees with the Authority as follows:

Section 1. Payment Expenses. Whether or not the Bonds are offered, sold or issued, the Applicant agrees to pay and be liable for, and to hold the Authority harmless against the payment of, any and all expenses related to the Bond issue, including, without limitation, the fees and expenses of Bond Counsel, Financial Advisor, if any, Counsel to the Authority, costs of a credit underwriting report, if required by the Issuer, recording charges, expenses of printing offering circulars or official statements, the cost of printing the Bonds and advertising the sale thereof. The application fee is a separate fee which is non-refundable and shall be used for the payment of administrative and/or legal expenses of the Authority.

Section 2. Indemnity. Whether or not the Bonds are offered, sold or issued, the Applicant agrees to indemnify and hold harmless the Authority, and each of the Authority's members, officers, agents, attorneys and employees against any and all claims and liability whatsoever arising out of the Bond issue, including, without limitations, alleged tortuous conduct or breach of contractual relationships, whether predicated upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance of the Authority. In furtherance of the foregoing, the Applicant agrees to pay any and all attorneys' fees and court costs, including those relating to appeals, incurred in the defense of any of the claims hereinabove enumerated upon the Authority's written demand thereof.

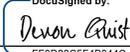
It is further understood and agreed that the Authority or any of the persons hereinabove indemnified shall be entitled to retain counsel acceptable to the Authority or such persons to defend any such claim, but that neither the Authority nor any such person will enter into any settlement of the same without the prior written approval of the Applicant.

Section 3. Survival of Agreement. This Agreement shall survive the closing of the Bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically denominated as such and executed by you and the Applicant.

Dated: 7/3/2025

NAME OF APPLICANT:

Devon Quist

DocuSigned by:

FF0D28C5F4B944C...

By: Devon Quist

Title: Vice President & Project Partner



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

Attachment I - House Bill 7031

ENROLLED

HB 7031, Engrossed 1

2025 Legislature

976 remaining in the agreement. The agreement may be terminated or
 977 modified without penalty if the exemption under this subsection
 978 is repealed.

979
 980 The property is no longer eligible for this exemption if the
 981 property no longer serves extremely-low-income, very-low-income,
 982 or low-income persons pursuant to the recorded agreement.

983 Section 16. Effective January 1, 2026, paragraph (b) of
 984 subsection (1) of section 196.1978, Florida Statutes, is amended
 985 to read:

986 196.1978 Affordable housing property exemption.—

987 (1)

988 (b)1. Land that is owned entirely, or is leased from a
 989 housing finance authority pursuant to part IV of chapter 159, by
 990 a nonprofit entity that is a corporation not for profit,
 991 qualified as charitable under s. 501(c)(3) of the Internal
 992 Revenue Code and in compliance with Rev. Proc. 96-32, 1996-1
 993 C.B. 717, and is leased for a minimum of 99 years for the
 994 purpose of, and is predominantly used for, providing affordable
 995 housing to natural persons or families meeting the extremely-
 996 low-income, very-low-income, low-income, or moderate-income
 997 limits specified in s. 420.0004 is exempt from ad valorem
 998 taxation.

999 2. Land leased pursuant to this paragraph that is assigned
 1000 or subleased from a nonprofit entity to an extremely-low-income,

ENROLLED

HB 7031, Engrossed 1

2025 Legislature

951 1. Be composed of an improvement to land where an
 952 improvement did not previously exist or the construction of a
 953 new improvement where an old improvement was removed, which was
 954 substantially completed within 2 years before the first
 955 submission of an application for exemption under this
 956 subsection. For purposes of this subsection, the term
 957 "substantially completed" has the same definition as in s.
 958 192.042(1).

959 2. Contain more than 70 units that are used to provide
 960 affordable housing to natural persons or families meeting the
 961 extremely-low-income, very-low-income, or low-income limits
 962 specified in s. 420.0004.

963 3. Be subject to a land use restriction agreement with the
 964 Florida Housing Finance Corporation, or a housing finance
 965 authority pursuant to part IV of chapter 159, recorded in the
 966 official records of the county in which the property is located
 967 that requires that the property be used for 99 years to provide
 968 affordable housing to natural persons or families meeting the
 969 extremely-low-income, very-low-income, low-income, or moderate-
 970 income limits specified in s. 420.0004. The agreement must
 971 include a provision for a penalty for ceasing to provide
 972 affordable housing under the agreement before the end of the
 973 agreement term that is equal to 100 percent of the total amount
 974 financed by the corporation, or a housing finance authority
 975 pursuant to part IV of chapter 159, multiplied by each year



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

Attachment I - Dominium Holdings I & II

Dominium Holdings I, LLC
FINANCIAL STATEMENT
September 30, 2024

Dominium Holdings I, LLC
Balance Sheet
September 30, 2024

	Dominium Holdings I, LLC	Dominium Holdings II, LLC	Eliminations	Total
<u>ASSETS</u>				
Current Assets				
Cash	\$ 4,323,117	\$ 1,255,476	\$ -	\$ 5,578,593
Marketable Securities (note 2)	9,555,914	3,958,753	-	13,514,667
Total Current Assets	<u>\$ 13,879,031</u>	<u>\$ 5,214,229</u>	<u>\$ -</u>	<u>\$ 19,093,260</u>
Investment in Partnerships				
Project Ownership Interests - Schedule 1 (note 3)	\$ 125,714,830	\$ 31,086,900	\$ (31,086,900)	\$ 125,714,830
Deferred Developer Fees (note 4)	18,064,754	82,719	-	18,147,473
Members Equity in Dominion Holdings II, LLC (note 5)	36,783,440	-	(5,214,229)	31,569,211
Intermediate Term Mortgage Backed Securities	932,380	399,592	-	1,331,972
Total Investments in Partnerships	<u>\$ 181,495,404</u>	<u>\$ 31,569,211</u>	<u>\$ (36,301,129)</u>	<u>\$ 176,763,486</u>
TOTAL ASSETS	<u>\$ 195,374,435</u>	<u>\$ 36,783,440</u>	<u>\$ (36,301,129)</u>	<u>\$ 195,856,746</u>
<u>LIABILITIES AND NET WORTH</u>				
Total Liabilities	-	-	-	-
Net Worth	<u>\$ 195,374,435</u>	<u>\$ 36,783,440</u>	<u>\$ (36,301,129)</u>	<u>\$ 195,856,746</u>
TOTAL LIABILITIES AND NET WORTH	<u>\$ 195,374,435</u>	<u>\$ 36,783,440</u>	<u>\$ -</u>	<u>\$ 195,856,746</u>

* Notes to Financial Statement are an integral part of this statement.

Dominium Holdings I, LLC

Notes to Financial Statement

September 30, 2024

NOTES SECTION

Note 1 – Organization

Dominium Holdings I, LLC (“Holdings I”) is a Minnesota limited liability company. It was organized to provide guarantees on projects owned by affiliates of Dominium Development & Acquisition (“Dominium”). Holdings I’s governors and managers are Paul Sween, Armand Brachman and Mark Moorhouse. Holdings I is wholly owned by Polaris Holdings I, LLC (“Polaris”). The owners of Polaris include Paul Sween, Armand Brachman, Mark Moorhouse, and senior Dominium project partners. Holdings I is a disregarded entity for income tax purposes.

Note 2 – Marketable Securities

Holdings I owns marketable securities that are held in an account that is maintained with Colliers International.

Note 3 – Project Ownership Interests

Introduction- Polaris is a holding company that directly or indirectly owns interests in properties that Dominium either developed and own or otherwise acquired. Holdings I holds an ownership interest in approximately 178 properties within the Polaris holding company structure.

Valuation Overview - The value associated with Holdings I’s ownership interest with respect to a property is based on the net present value of future cash distributions that Holdings I is projected to receive from the property, both from operations and a possible sale of the property. The valuation methodology is prescribed by an Agreed Upon Procedures memorandum contained in guarantees which have been entered into by Holdings I.

Operating Cash Flow - The projected operating cash flow distributions from a property to Holdings I is based upon the anticipated normalized cash flow from the property and the resulting distributions to the property owners. The anticipated normalized cash flow represents a reasonable approach to determine projected operating cash flows from a property. The projected operating cash flows assume an inflation factor of 3.0% per year until an assumed sale date of a property. The projected distributions to Holdings I take into account priority obligations with respect to the operating cash flow (for example, the funding of property reserves) and Holdings I’s indirect ownership percentage with respect to a property.

Residual Value of Ownership Interest - An estimated value of a distribution to Holdings I from a possible sale of a property is calculated by first projecting the net operating income for the property for an assumed year of sale, which is calculated in the same manner as was described in the preceding section. A projected sales price for the property then is calculated based on the projected net operating income for the

Dominium Holdings I, LLC

Notes to Financial Statement

September 30, 2024

assumed year of sale and an assumed capitalization rate of 7.0%. Next, the estimated, outstanding balance of all mortgages and any other debt obligations with respect to the property, as of the assumed sale, is calculated. This estimated outstanding debt balance is then subtracted from the projected sales price to estimate the net sale proceeds to be distributed to the property's owners from the assumed sale. Then, Holdings I's indirect ownership percentage with respect to the property is applied to the projected net sales proceeds to calculate a projected amount that would be distributed to Holdings I.

This projected liquidating distribution amount to Holdings I with respect to a property, along with the projected, annual operating cash flow distributions to Holdings I with respect to the property, is then used to calculate a net present value of all the projected future cash distributions from the property to Holdings I, applying a 10.0% discount rate.

Limitations of Analysis - The net present value that has been calculated as to Holdings I's ownership interest with respect to each property is assumed to represent a reasonable estimation of the value. However, there are many limitations to the determination of these values, which can significantly impact them and the projected, aggregate value of Holdings I's ownership interests. These limitations include the assumptions on which the calculation of the net present value is based. These assumptions and their limitations are detailed below:

1. ***Capitalization Rate*** – The projected sales prices of the properties are all determined by assuming a 7.0% capitalization rate. This rate is used for all properties, no matter the size, condition, location, or date of sale of a property. Some dates of sale are assumed to occur as far in the future as 2041. The applicable capitalization rate at the time of a sale of a property will depend on such factors at such time.
2. ***Discount Rate*** – The calculation of the net present value of the projected cash flow distributions uses a 10.0% discount rate. There is no way to determine if a possible purchaser of Holdings I's ownership interest with respect to a property would use this discount rate to calculate a possible purchase price.
3. ***Consistency of Income Stream*** – The valuation model assumes that the income streams generated by each property will continue to grow over the valuation term at an annual rate of 3.0%. It is unlikely that all properties will experience constant income growth of at least 3.0% over the valuation term. Unforeseen changes in market conditions, the economy, or other events could have major impacts on individual property occupancy rates, rent levels, and expenses and thus on operating cash flows and sales prices. Overall, the 3.0% inflation factor represents an estimate of the future performance of the properties, as averaged among them.

Dominium Holdings I, LLC

Notes to Financial Statement

September 30, 2024

4. ***Inability to Sell*** – The valuation model does not account for possible restrictions (such as consents or affordability period commitments) on the ability to sell a property that may be held by lenders, governmental agencies, or other co-owners with respect to the property.

5. ***Other Valuation Discounts*** – The valuation model does not consider lack of control or other valuation discounts with respect to Holdings I’s ownership interests.

Note 4 – Deferred Development Fees

Deferred Development Fees, for purposes of this statement, are the portion of the Development Fees outstanding that are to be paid through equity installments, and do not include the portion of Development Fee that will be deferred and paid out of future operations. These fees have been discounted by 20% to reflect the uncertainty associated with the timing and collectability of the payments. No provision has been made for development expenses through completion for these projects. Detailed below are the outstanding Deferred Development Fees:

Crossings at Cape Coral	\$	1,082,473
The Meridian		738,630
Pinewood		72,600
Reef at Riviera		212,316
Willow Place		370,926
Promenade		490,683
Franklin Park		137,176
Upper Post Flats		1,251,393
Oaks Landing		781,416
Capitol Crossing		906,058
Vista Ridge		602,655
Sandpiper Glen		1,964,443
The Paramount		241,264
Heron Ridge		2,187,030
900 at Cleveland Park		1,680,000
Aviara Flats		2,775,162
Casa Azure		6,532
Riverstation		1,695,885
Lakeside Pointe		891,768
Hickory Manor		146,823
Haven at Congaree Pointe		400,937
The Portofino		835,898
Mission at Baytown		99,490
The Safford		114,240
Lakeside Manor		167,910
Park Manor		333,471
The Addie at Metro Center		166,897
Creekridge on the Park		519,401
Sandy Creek Apartments		282,065

Dominium Holdings I, LLC

Notes to Financial Statement

September 30, 2024

Matlock Flats	150,000
Chapel Ridge of Gallatin	565,477
Scharbauer Flats	146,432
Orville Commons	563,495
Discount at 20%	(4,516,189)
Net Deferred Fees	\$ 18,064,754

Note 5– Members Equity in Dominium Holdings II, LLC

Dominium Holdings II, LLC (“Holdings II”) is a Minnesota limited liability company. It was organized to provide guarantees on projects owned by affiliates of Dominium Development & Acquisition (“Dominium”). Holdings II’s governors and managers are Paul Sween, Armand Brachman and Mark Moorhouse. Holdings II is wholly owned by Dominium Holdings I, LLC (“Holdings I”) which in turn is wholly owned by Polaris Holdings I, LLC (“Polaris”). The owners of Polaris include Paul Sween, Armand Brachman, Mark Moorhouse, and senior Dominium project partners. Holdings II is a disregarded entity for income tax purposes. The current net worth of Holdings II is shown on the balance sheet of Holdings I as members equity.

Note 6– Contingent Liabilities

Property	Loan Guarantees Year Guarantee Expires	Amount of Guarantee
Chapel Ridge of Gallatin	2024	\$ 6,831,706
Promenade	2024	29,150,000
Promenade	2024	3,580,000
Promenade	2024	2,500,000
Willow Place	2024	20,702,594
Willow Place	2024	1,500,000
Heron Ridge	2024	52,800,000
Park Manor	2024	8,051,661
Park Manor	2024	2,591,351
Upper Post Flats	2024	47,041,269
Upper Post Flats	2024	11,409,000
Aviara Flats	2024	45,650,000
The Portofino	2024	2,149,000
The Portofino	2024	26,000,000
The Portofino	2024	12,897,514
Briar Park	2024	7,750,000
Briar Park	2024	6,260,414
Paramount	2024	6,171,867

Dominium Holdings I, LLC
Notes to Financial Statement
September 30, 2024

Riverstation	2024	11,700,000
Orville Commons	2024	50,000
Orville Commons	2024	25,000
Chapel Ridge of Gallatin	2024	6,599,000
Harbor at Twin Lakes	2024	43,750
Legacy Commons at Signal Hills	2024	34,620,000
Legacy Commons at Signal Hills	2024	32,233,972
Flats on Waters Edge	2024	7,670,000
Oak Meadows	2024	7,497,151
Groves of Lawrenceville I	2024	9,492,828
Groves of Lawrenceville I	2024	18,104,662
Groves of Lawrenceville II	2024	5,116,517
Groves of Lawrenceville II	2024	14,834,657
Swiss View	2024	5,752,242
Corporate LOC - DDA, LLC	2024	1,235,782
Corporate LOC - DDFE, LLC	2024	902,634
Paramount	2025	9,250,000
900 at Cleveland Park	2025	43,000,000
Lakeside Manor	2025	31,262,955
Hickory Manor	2025	2,950,666
Mission at Baytown	2025	27,000,000
Mission at Baytown	2025	17,989,057
Haven at Congaree Pointe	2025	25,306,674
Haven at Congaree Pointe	2025	29,208,430
Haven at Congaree Pointe	2025	51,000
Aviara Flats	2025	2,855,000
Aviara Flats	2025	61,400,000
Sandpiper Glen	2025	46,500,000
Sandpiper Glen	2025	18,555,141
Sandpiper Glen	2025	2,000,000
The Meridian	2025	8,300,700
The Meridian	2025	1,849,419
The Meridian	2025	35,000
Casa Azure	2025	33,308,000
Casa Azure	2025	4,690,000
Casa Azure	2025	21,830,000
808 Berry Place	2025	694,578
Bluffs at Nine Mile Creek	2025	985,422
DMS	2025	8,648,755
DMS	2025	20,584,420

Dominium Holdings I, LLC
Notes to Financial Statement
September 30, 2024

Atria Metro Center	2026	3,340,643
Atria Metro Center	2026	17,975,751
Atria Metro Center	2026	50,001
Creekridge on the Park	2026	18,664,667
Juniper Square	2026	11,785,000
Estrella Springs at Canyon Trails	2026	75,256,283
Estrella Springs at Canyon Trails	2026	10,660,633
Suncrest Vista at Canyon Trails	2026	49,151,156
Suncrest Vista at Canyon Trails	2026	5,100,856
The Safford	2026	26,225,686
The Safford	2026	2,700,000
Matlock Flats	2026	43,667,637
Matlock Flats	2026	6,940,000
Capitol Crossing	2026	17,189,389
Sandy Creek Apartments	2026	12,100,000
Oaks at St John	2026	11,455,000
Cathys Pointe	2026	2,400,000
Oaks at St John	2027	2,384,340
Mariposa at Harris Road Arlington	2027	17,240,000
Ocean Pointe	2027	15,205,800
Parkland Manor	2028	14,300,000
Crossroad Commons	2038	33,584,445
Crossroad Commons	2038	5,553,539
Woodway Village	2038	25,583,342
Osprey Park	2039	60,000,000
Osprey Park	2039	25,500,000
Riverstation	2039	28,000,000
Timbers at Hickory Tree	2040	27,170,000
Creekridge on the Park	2041	5,000,000
Preserve at Shady Oak	2042	3,445,000
67 Flats	2046	4,461,886
Total Loan Guarantees		\$ 1,449,260,842

Property	Tax Credit Guarantees	
	Year Guarantee Expires	Amount of Guarantee
Hickory Manor	2024	\$ 16,143,923
Lakeside Manor	2025	15,389,911
Covington Crossings	2025	25,411,371
Crossings at Cape Coral	2025	19,365,243
Regency Gardens	2025	744,408

Dominium Holdings I, LLC
Notes to Financial Statement
September 30, 2024

Mulberry Place	2026	19,242,014
Acero Metro Center	2026	39,140,400
East Range Crossings	2027	22,970,668
Landon Pointe	2027	3,549,523
Aviara Flats	2029	20,891,937
Casa Azure	2029	11,401,791
Cavanagh Senior	2029	2,821,884
Legends at Silver Lake Village	2029	3,358,352
Heritage at Church Ranch	2029	1,199,998
Village Green	2029	5,010,540
The Bluffs at Liberty Glen	2030	7,700,000
Oaks Landing	2031	817,015
Arcade LIHTC	2031	22,613,689
South Range Crossings	2032	18,764,971
Pine Tree	2032	4,018,428
Bluffs at Cherry Hills	2032	4,432,440
Grainwood	2032	5,643,864
Regency Palms	2032	6,355,758
Castlewood Apartments	2033	2,585,507
Harbor at Twin Lakes	2033	17,309,240
Legends of Cottage Grove	2033	7,114,949
Landon Trace Townhomes	2033	5,157,737
Legends of Champlin	2033	16,081,333
Riverstock	2033	7,925,333
Lakecrest Village	2033	7,058,667
Legends of Columbia Heights	2033	8,036,855
Legends of Apple Valley	2033	7,232,120
Crane Creek	2033	4,031,487
Silver Gardens	2033	3,442,500
North Range Crossings	2034	3,977,862
The Meridian	2034	20,527,496
1500 Nicollet	2034	15,237,765
Pheasant Ridge	2034	7,088,774
Union Flats	2034	16,367,881
Millberry Apartments	2034	1,134,282
Promenade	2034	51,026,694
900 at Cleveland Park	2034	30,118,874
Oaks at St John	2034	12,295,871
Sandy Creek Apartments	2034	8,429,555
Legends of Blaine	2035	15,051,004

Dominium Holdings I, LLC
Notes to Financial Statement
September 30, 2024

Legends at Berry	2035	2,560,652
Willow Place	2035	38,351,942
Creekridge on the Park	2036	21,562,833
Preserve at Shady Oak	2036	15,709,067
Bren Road Station	2036	17,916,438
Scharbauer Flats	2036	24,454,751
Timbers at Hickory Tree	2036	16,353,775
Knolls at West Oaks	2037	11,860,063
Heritage at Church Ranch	2037	22,169,000
Haven at Congaree Pointe	2037	26,797,034
Osprey Park	2038	54,401,390
Mission at Baytown	2038	18,216,849
Grayson Ridge	2038	14,463,000
Grayson Ridge	2038	10,356,000
Preserve at Peachtree Shoals	2038	16,275,580
Preserve at Peachtree Shoals	2038	16,443,300
Capitol Crossing	2038	24,639,608
Aria Landings	2038	30,182,895
Vista Ridge	2038	39,227,480
Chapel Ridge of Gallatin	2039	19,768,050
Sandpiper Glen	2039	42,438,356
The Safford	2039	49,064,112
Heron Ridge	2039	39,786,472
Estrella Springs at Canyon Trails	2040	92,229,376
Suncrest Vista at Canyon Trails	2040	55,983,560
Juniper Square	2041	41,623,163

Total Tax Credit Guarantees **\$ 1,307,054,660**

Operating Deficit Guarantees

Property	Year Guarantee Expires	Amount of Guarantee
Pine Tree	2024	\$ 948,000
Lakecrest Village	2024	755,692
Grainwood	2024	1,008,793
Legends of Apple Valley	2024	1,951,400
1500 Nicollet	2024	1,390,746
Landon Pointe	2024	1,250,072
Village Green	2024	626,420
Dawnville Meadows	2024	206,530
Willow Place	2024	979,693
Wellington Ridge	2025	1,061,924
Legends of Blaine	2025	1,869,210

Dominium Holdings I, LLC
Notes to Financial Statement
September 30, 2024

Arbor Lake	2025	1,332,833
Lake Weston Point	2025	1,071,985
Oaks at New Hope	2025	758,462
South Range Crossings	2025	2,067,000
Park Avenue West	2025	1,423,060
Regency Gardens	2025	1,009,988
Mulberry Place	2026	1,161,209
Copper Cove	2026	553,597
Five Mile Creek	2026	4,200,000
Highland Hills	2026	5,200,000
Preserve at Peachtree Shoals	2027	1,876,584
Knolls at West Oaks	2027	99,999
East Range Crossings	2027	1,490,000
The Meridian	2027	702,926
Vermillion Apartments	2027	1,500,000
Solstice of Mesa	2027	675,185
Union Flats	2027	1,303,656
Creekridge on the Park	2028	716,645
Mission at Baytown	2028	752,668
Osprey Park	2028	2,649,786
Legacy Commons at Signal Hills	2028	3,431,621
Hilltop at Signal Hills	2028	2,223,484
Heritage at Church Ranch	2028	2,620,971
Crossroad Commons	2028	743,000
Pinewood Apartments	2028	1,265,000
Capitol Crossing	2029	3,025,000
Aria Landings	2029	1,256,699
Juniper Square	2029	1,776,152
Vista Ridge	2029	1,025,917
Atria Metro Center	2029	4,192,170
Heron Ridge	2029	350,640
Orville Commons	2029	1,585,000
Promenade	2029	1,555,582
Aviara Flats	2029	1,107,892
The Safford	2029	691,968
Casa Azure	2029	556,273
Oaks Landing	2031	539,455
Oaks at St John	2031	528,356
Sandy Creek Apartments	2031	380,940
Riverstock	2033	540,000

Dominium Holdings I, LLC
Notes to Financial Statement
September 30, 2024

900 at Cleveland Park	2034	1,710,576
Taylor Pointe	2034	1,944,875
Scharbauer Flats	2036	1,675,000
Timbers at Hickory Tree	2036	669,000
Harbor at Twin Lakes	2036	859,552
Haven at Congaree Point	2039	966,775
Sandpiper Glen	2039	1,480,000
Estrella Springs at Canyon Trails	2040	3,196,500
Suncrest Vista at Canyon Trails	2040	2,007,873
<i>Total Operating Deficit Guarantees</i>		\$ 86,500,334
<i>Total Contingent Liabilities</i>		\$ 2,842,815,836

Dominium Holdings I, LLC
Schedule of Estimated Value of
Investments in Partnerships (Unaudited)
September 30, 2024

Investment Value of Partnership Interests in Projects

<u>Apartment Name</u>	<u>Location</u>	<u>AEB</u>	<u>PRS</u>	<u>MSM</u>	<u>Value</u>
Juniper Square	Glendale, AZ	\$ -	\$ 521,310	\$ 230,370	\$ 751,680
67 Flats	Glendale, AZ	-	1,104,390	639,450	1,743,840
Estrella Springs	Goodyear, AZ	-	1,977,350	1,462,170	3,439,520
Suncrest Vista	Goodyear, AZ	-	1,051,650	727,620	1,779,270
The Safford	Marana, AZ	-	488,040	8,190	496,230
Solstice of Mesa	Mesa, AZ	845,410	835,120	519,460	2,199,990
Vista Ridge	Phoenix, AZ	508,710	12,400	312,290	833,400
Aviara Flats	Phoenix, AZ	251,310	249,270	203,100	703,680
Casa Azure	Phoenix, AZ	285,910	112,800	231,010	629,720
Copper Cove	Tolleson, AZ	-	910,400	-	910,400
Copper Cove - Old Entity	Tolleson, AZ	-	-	-	-
Westview Terrace	Banning, CA	6,510	160,650	50,400	217,560
Mountain View	Beaumont, CA	120,120	345,600	45,045	510,765
Desert Palms	Coachella, CA	103,950	131,670	39,060	274,680
Village Meadows	Hemet, CA	3,150	66,340	21,735	91,225
Atria at Metro Center	Aurora, CO	-	50,400	339,600	390,000
Centennial Crossings	Centennial, CO	578,760	802,410	355,740	1,736,910
North Range Crossings	Commerce City, CO	759,570	759,360	466,620	1,985,550
1601 Colorado	Denver, CO	(66,990)	(840)	(66,150)	(133,980)
East Range Crossings	Denver, CO	610,890	615,450	375,270	1,601,610
Park Avenue West	Denver, CO	(402,360)	(324,660)	(324,660)	(1,051,680)
Park Avenue West - Old Entity	Denver, CO	-	-	-	-
Woodside Village	Greeley, CO	203,070	203,280	124,950	531,300
Tradition Denver	Highlands Ranch, CO	-	7,770	-	7,770
Tradition Denver - Old Entity	Highlands Ranch, CO	-	74,340	-	74,340
South Range Crossing	Parker, CO	622,010	436,380	382,170	1,440,560
Heritage at Church Ranch	Westminster, CO	384,600	398,490	236,830	1,019,920
River Trace	Bradenton, FL	212,800	677,200	130,800	1,020,800
River Trace - Old Entity	Bradenton, FL	-	123,900	-	123,900
Crossings at Cape Coral	Cape Coral, FL	379,470	306,180	-	685,650
Oak Meadows	Cocoa, FL	-	-	-	-
Enclave at Pine Oaks	Deland, FL	305,550	262,260	246,750	814,560
Enclave at Pine Oaks - Old Entity	Deland, FL	120,750	56,280	74,130	251,160
Village at Delray	Delray Beach, FL	30,030	23,730	18,480	72,240
Groves of Delray II	Delray Beach, FL	-	1,260	-	1,260
Aria Landings I	Fort Myers, FL	-	1,360,920	-	1,360,920
Osprey Village	Kissimmee, FL	501,170	295,680	308,030	1,104,880
Heron Ridge	Kissimmee, FL	827,170	827,170	508,230	2,162,570
St Cloud Village	Kissimmee, FL	3,780	3,150	4,410	11,340
St Cloud Village - Old Entity	Kissimmee, FL	-	-	-	-
Crane Creek	Melbourne, FL	156,400	109,770	96,000	362,170
Crane Creek - Old Entity	Melbourne, FL	61,320	24,570	70,560	156,450
Whistlers Green	Naples, FL	-	-	-	-
Whistlers Green - Old Entity	Naples, FL	-	98,700	-	98,700
Landon Trace	Orlando, FL	926,880	926,880	569,360	2,423,120
Lake Weston Point	Orlando, FL	140,000	972,800	86,000	1,198,800
Sandpiper Glen	Orlando, FL	553,200	-	340,000	893,200
Nassau Bay	Orlando, FL	49,980	47,190	46,620	143,790
Landon Pointe	Orlando, FL	-	-	-	-
Chapel Trace	Orlando, FL	268,800	280,980	165,200	714,980
Lake Weston Point - Old Entity	Orlando, FL	126,210	74,760	77,490	278,460
Nassau Bay I - Old Entity	Orlando, FL	-	-	-	-
Chapel Trace - Old Entity	Orlando, FL	-	132,300	-	132,300
Landon Pointe - Old Entity	Orlando, FL	-	-	-	-
Reef at Riviera	Palmetto, FL	452,800	452,800	270,800	1,176,400
Regency Gardens	Pompano Beach, FL	119,200	46,800	73,200	239,200
Regency Gardens - Old Entity	Pompano Beach, FL	-	-	-	-

Dominium Holdings I, LLC
Schedule of Estimated Value of
Investments in Partnerships (Unaudited)
September 30, 2024

Investment Value of Partnership Interests in Projects

<u>Apartment Name</u>	<u>Location</u>	<u>AEB</u>	<u>PRS</u>	<u>MSM</u>	<u>Value</u>
Oaks at St. John	Ponte Vedra Beach, FL	-	-	-	-
Oaks at St. John - Old Entity	Ponte Vedra Beach, FL	-	-	24,360	24,360
Regency Palms	Port Richey, FL	319,830	293,850	196,560	810,240
Regency Palms - Old Entity	Port Richey, FL	-	-	-	-
Seven Palms	Punta Gorda, FL	390,800	466,410	240,000	1,097,210
Seven Palms - Old Entity	Punta Gorda, FL	185,430	76,020	170,730	432,180
Sawyer Estates	St Cloud, FL	257,880	257,880	158,340	674,100
Sawyer Estates - Old Entity	St Cloud, FL	-	-	-	-
Ocean Pointe	Stuart, FL	-	258,090	-	258,090
Taylor Pointe	Vero Beach, FL	7,600	5,200	4,800	17,600
Taylor Pointe I - Old Entity	Vero Beach, FL	-	-	-	-
Briar Park	Atlanta, GA	167,430	63,330	135,050	365,810
The Paramount	Atlanta, GA	362,500	41,850	292,770	697,120
Magnolia Court	Augusta, GA	(17,430)	17,640	(10,700)	(10,490)
Parkland Manor	Austell, GA	(49,770)	(210)	(45,675)	(95,655)
Canterbury	Canton, GA	-	-	-	-
Laurels at Greenwood	Canton, GA	-	-	-	-
Park at Mt. Zion	Clayton, GA	-	-	-	-
Wellington Ridge	Covington, GA	41,200	41,200	25,200	107,600
Covington Crossings	Covington, GA	572,040	1,076,660	351,330	2,000,030
Arbor Lake	Covington, GA	511,980	511,980	314,790	1,338,750
Wellington Ridge - Old Entity	Covington, GA	-	218,400	-	218,400
Preserve at Peachtree Shoals	Dacula, GA	128,520	10,920	76,650	216,090
Dawnville Meadows	Dalton, GA	88,400	2,060	54,400	144,860
Dawnville Meadows - Old Entity	Dalton, GA	-	-	-	-
The Meridian	Decatur, GA	252,980	37,650	195,830	486,460
Mill Creek Place	Duoglasville, GA	300,090	404,590	184,380	889,060
Fulton Pointe	East Point, GA	326,550	408,200	200,550	935,300
Sycamore Ridge	Gainesville, GA	-	197,600	-	197,600
Grayson Ridge	Lawrenceville, GA	42,630	44,300	25,410	112,340
Oaks at New Hope	Lawrenceville, GA	363,300	363,510	223,230	950,040
Mulberry Place	Lawrenceville, GA	314,160	489,170	193,200	996,530
Groves of Lawrenceville I	Lawrenceville, GA	-	5,600	-	5,600
Groves of Lawrenceville II	Lawrenceville, GA	-	(51,200)	-	(51,200)
Alexander at Stonecrest	Lithonia, GA	-	297,150	-	297,150
Willow Place	McDonough, GA	228,890	228,890	141,020	598,800
Promenade	McDonough, GA	485,240	485,240	298,430	1,268,910
Ashlynn Ridge Senior	Newnan, GA	120,760	79,660	74,110	274,530
Valley Hill	Riverdale, GA	-	51,660	-	51,660
Valley Hill - Old Entity	Riverdale, GA	95,340	39,690	58,590	193,620
StonePointe	Stonecrest, GA	131,460	175,310	294,840	601,610
Shannon Reserve	Union City, GA	-	6,930	-	6,930
Riverstock	Woodstock, GA	452,760	452,970	278,040	1,183,770
RiverEast	Council Bluffs, IA	32,550	32,550	19,950	85,050
Castlewood Apartments	Davenport, IA	1,600	26,650	1,200	29,450
Pheasant Ridge	Iowa City, IA	401,730	401,940	246,750	1,050,420
Balmoral Apartments	Hailey, ID	8,400	2,520	5,200	16,120
Balmoral I - Old Entity	Hailey, ID	26,040	-	15,960	42,000
Balmoral II - Old Entity	Hailey, ID	15,750	26,400	9,450	51,600
Cortland Estates	Cortland, IL	219,030	-	134,610	353,640
Crowne Forest	East Moline, IL	62,330	59,480	38,310	160,120
Heritage Landings	Mt Vernon, IL	(6,720)	-	(6,930)	(13,650)
Huntington Ridge	Springfield, IL	-	-	-	-
Huntington Ridge - Old Entity	Springfield, IL	-	-	-	-
Copper Gate	Lafayette, IN	-	-	3,200	3,200
Copper Gate - Old Entity	Lafayette, IN	-	69,200	-	69,200
Albertville Meadow TH's	Albertville, MN	45,570	45,360	-	90,930

Dominium Holdings I, LLC
Schedule of Estimated Value of
Investments in Partnerships (Unaudited)
September 30, 2024

Investment Value of Partnership Interests in Projects

<u>Apartment Name</u>	<u>Location</u>	<u>AEB</u>	<u>PRS</u>	<u>MSM</u>	<u>Value</u>
Albertville Meadows	Albertville, MN	-	-	-	-
Waters Edge - Old Entity	Albertville, MN	-	-	-	-
Albertville Meadows - Old Entity	Albertville, MN	-	-	-	-
Woodland Park	Anoka, MN	-	-	-	-
Woodland Park - Old Entity	Anoka, MN	-	-	-	-
Legends of Apple Valley	Apple Valley, MN	389,760	389,760	239,610	1,019,130
Legends of Blaine	Blaine, MN	323,610	438,750	198,870	961,230
Park Haven	Brooklyn Park, MN	11,110	286,440	6,910	304,460
Park Haven - Old Entity	Brooklyn Park, MN	169,050	248,280	155,610	572,940
Legends of Champlin	Champlin, MN	720,090	924,910	442,260	2,087,260
Legends of Columbia Heights	Columbia Heights, MN	147,630	267,140	90,930	505,700
Grand Central Flats	Columbia Heights, MN	206,640	66,780	126,840	400,260
River North	Coon Rapids, MN	519,960	519,960	319,410	1,359,330
Tralee Terrace	Coon Rapids, MN	-	-	-	-
Tralee Terrace - Old Entity	Coon Rapids, MN	-	23,310	-	23,310
Legends of Cottage Grove	Cottage Grove, MN	208,740	275,720	379,050	863,510
Cavanagh Senior	Crystal, MN	389,800	545,410	239,500	1,174,710
Bluffs	Eden Prairie, MN	130,620	161,040	368,235	659,895
Dove Tree	Elk River, MN	-	-	-	-
Dove Tree - Old Entity	Elk River, MN	-	-	-	-
Upper Post Flats	Fort Snelling, MN	184,020	199,600	113,110	496,730
Village Green	Fridley, MN	366,680	137,980	225,490	730,150
Landings of Lexington	Lexington, MN	243,040	243,440	149,670	636,150
Medina Townhomes	Medina, MN	7,000	10,420	14,190	31,610
Buzza Historic Lofts	Minneapolis, MN	-	-	19,470	19,470
A-Mill Artist Lofts	Minneapolis, MN	1,673,600	1,196,910	1,545,200	4,415,710
Millworks Lofts	Minneapolis, MN	(52,290)	(55,440)	(32,130)	(139,860)
1500 Nicollet	Minneapolis, MN	(195,300)	(195,300)	(119,910)	(510,510)
Preserve at Shady Oak	Minnetonka, MN	794,620	187,920	279,130	1,261,670
Bren Road Station	Minnetonka, MN	(39,480)	52,710	(16,150)	(2,920)
Brighton Oaks	New Brighton, MN	59,850	67,260	36,750	163,860
Oaks Landing	New Brighton, MN	440,750	-	270,850	711,600
Jefferson Square	Northfield, MN	21,420	16,590	-	38,010
Grainwood	Prior Lake, MN	398,790	486,060	244,860	1,129,710
Essex Park	Rochester, MN	171,360	301,560	-	472,920
Essex Place	Rochester, MN	-	9,520	-	9,520
Essex Place I - Old Entity	Rochester, MN	-	43,680	-	43,680
Essex Place II - Old Entity	Rochester, MN	-	16,380	-	16,380
The Oasis at Twin Lakes	Roseville, MN	489,360	462,000	300,640	1,252,000
Harbor at Twin Lakes	Roseville, MN	254,640	261,280	156,150	672,070
Legends of Spring Lake Park	Spring Lake Park, MN	182,070	247,810	111,930	541,810
Landings at Silver Lake Village	St Anthony, MN	-	543,900	-	543,900
Legends of Silver Lake	St Anthony, MN	207,200	207,600	191,600	606,400
The Bluffs at Liberty Glen	St Cloud, MN	32,030	(840)	19,960	51,150
808 Berry	St Paul, MN	-	35,490	429,975	465,465
Schmidt Brewery	St Paul, MN	986,580	-	1,227,345	2,213,925
Maryland Park	St Paul, MN	-	(99,330)	-	(99,330)
Cambric	St Paul, MN	135,040	51,030	82,750	268,820
Lonnie Adkins	St Paul, MN	39,600	39,600	24,400	103,600
Union Flats	St Paul, MN	869,190	1,131,710	533,660	2,534,560
Legends at Berry	St Paul, MN	-	286,720	-	286,720
Millberry Apartments	St Paul, MN	422,690	477,930	259,520	1,160,140
Hilltop at Signal Hills	West St Paul, MN	185,330	184,380	109,980	479,690
Legacy Commons at Signal Hills	West St Paul, MN	(32,980)	38,000	61,150	66,170
Somerset Properties	Willmar, MN	-	-	-	-
Somerset - Old Entity	Willmar, MN	-	-	-	-
Eagle Ridge - Old Entity	Willmar, MN	-	-	-	-

Dominium Holdings I, LLC
Schedule of Estimated Value of
Investments in Partnerships (Unaudited)
September 30, 2024

Investment Value of Partnership Interests in Projects

<u>Apartment Name</u>	<u>Location</u>	<u>AEB</u>	<u>PRS</u>	<u>MSM</u>	<u>Value</u>
Legends of Woodbury	Woodbury, MN	597,280	898,450	367,380	1,863,110
Orville Commons	Woodbury, MN	332,890	332,890	204,580	870,360
River Roads Estates	Jennings, MO	4,410	31,200	4,725	40,335
River Roads Manor	Jennings, MO	210	74,210	31,815	106,235
Leather Trades	St Louis, MO	24,570	88,410	2,835	115,815
Metropolitan	St Louis, MO	64,260	162,250	3,360	229,870
Arcade LIHTC	St Louis, MO	26,670	42,840	26,250	95,760
Arcade NMTC	St Louis, MO	51,450	50,400	31,080	132,930
Grand South Senior	St Louis, MO	13,440	210	13,860	27,510
Three Rivers Landing	Gulfport, MS	177,240	206,800	204,435	588,475
Creekridge on the Park	Charlotte, NC	-	228,000	773,370	1,001,370
Pine Tree	Omaha, NE	49,980	49,980	30,660	130,620
Bluffs at Cherry Hills	Omaha, NE	347,550	347,130	213,570	908,250
Olive Branch	Batavia, OH	388,920	-	238,980	627,900
Courtyard Apartments	Cincinnati, OH	-	-	-	-
Meadowview	Goshen, OH	80,430	154,250	49,350	284,030
Mossy Oaks	Beaufort, SC	55,650	78,400	24,255	158,305
Haven at Congaree Pointe	Columbia, SC	126,860	-	102,570	229,430
Villages of Gallatin	Gallatin, TN	595,710	595,290	365,920	1,556,920
Chapel Ridge of Gallatin	Gallatin, TN	820,420	653,280	662,520	2,136,220
Waterview	Hendersonville, TN	349,390	209,050	214,780	773,220
Flats on Waters Edge	Hermitage, TN	-	-	-	-
Willow Creek	Mount Juliet, TN	-	14,490	-	14,490
Chariot Pointe	Murfreesboro, TN	599,750	19,740	368,030	987,520
Preserve at Highland Ridge	Nashville, TN	672,600	672,810	413,260	1,758,670
900 at Cleveland Park	Nashville, TN	700,490	606,890	430,520	1,737,900
Swiss View	Nashville, TN	-	67,620	-	67,620
Cathy's Pointe	Amarillo, TX	(31,920)	(31,920)	(32,130)	(95,970)
Mariposa at Harris Road	Arlington, TX	-	267,750	242,970	510,720
Matlock Flats	Arlington, TX	-	896,270	1,298,830	2,195,100
Rosemont at Mayfield Villas	Arlington, TX	211,680	594,080	129,990	935,750
Windy Ridge	Austin, TX	151,410	288,400	93,030	532,840
Woodway Village	Austin, TX	91,890	69,090	56,420	217,400
Franklin Park	Austin, TX	24,000	-	14,800	38,800
Capital Crossing	Austin, TX	673,860	544,310	543,930	1,762,100
Crossroad Commons	Austin, TX	(91,770)	(70,000)	(56,490)	(218,260)
Timbers at Hickory Tree	Balch Springs, TX	299,610	299,610	184,330	783,550
Rosemont at Baytown	Baytown, TX	604,250	-	487,610	1,091,860
Seville Apts	Beaumont, TX	14,780	400	31,960	47,140
Sandy Creek	Bryan, TX	135,210	97,200	109,030	341,440
Sandy Creek Apartments - Old Entity	Bryan, TX	-	-	-	-
Madison Pointe	Cotulla, TX	8,610	8,610	8,505	25,725
Vinewood Apartments	Dallas, TX	236,250	239,190	145,110	620,550
Riverstation	Dallas, TX	709,240	709,240	435,810	1,854,290
Beckley Townhomes	Dallas, TX	(16,590)	-	(10,080)	(26,670)
Signature at Southern Oaks	Dallas, TX	-	-	-	-
Signature at Five Mile Creek	Dallas, TX	-	160,440	-	160,440
Signature at Highland Hills	Dallas, TX	-	206,930	-	206,930
Silver Gardens	Dallas, TX	521,220	169,680	320,250	1,011,150
Hickory Manor	Desoto, TX	-	-	476,000	476,000
Cobblestone	Fort Worth, TX	-	-	-	-
The Cesera	Garland, TX	232,890	-	187,950	420,840
Pinewood Apartments	Houston, TX	544,590	622,870	325,720	1,493,180
Vermillion Apartments	Houston, TX	58,170	334,170	207,970	600,310
Silver Glen	Houston, TX	-	41,160	-	41,160
Villa Spring	Houston, TX	-	(154,770)	-	(154,770)
Lakecrest Village	Houston, TX	(388,080)	(388,080)	(238,560)	(1,014,720)

Dominium Holdings I, LLC
Schedule of Estimated Value of
Investments in Partnerships (Unaudited)
September 30, 2024

Investment Value of Partnership Interests in Projects

<u>Apartment Name</u>	<u>Location</u>	<u>AEB</u>	<u>PRS</u>	<u>MSM</u>	<u>Value</u>
Quail Chase	Houston, TX	(57,350)	(117,200)	(35,540)	(210,090)
City Parc at West Oaks	Houston, TX	70,400	70,400	43,200	184,000
Village of Kaufman	Kaufman, TX	(6,930)	(6,930)	(6,300)	(20,160)
Lakeside Manor	Little Elm, TX	-	-	68,400	68,400
Hillcrest Manor	Lubbock, TX	551,880	-	41,580	593,460
Kinwood Apartments	McKinney, TX	161,220	118,800	99,450	379,470
Ventura at Tradewinds	Midland, TX	657,650	274,400	404,420	1,336,470
Scharbauer Flats	Midland, TX	308,700	404,800	189,630	903,130
La Promesa	Odessa, TX	-	-	-	-
Fox Run	Orange, TX	(3,570)	(3,570)	(3,150)	(10,290)
The Portofino	Pasadena, TX	591,150	-	477,120	1,068,270
Lakeside Pointe	Pearland, TX	-	73,920	-	73,920
Stoneridge Apartments	Pflugerville, TX	1,135,890	1,307,280	680,190	3,123,360
Park Manor	Sherman, TX	-	164,640	313,600	478,240
Cedar Ridge	Hudson, WI	-	-	-	-
Cedar Ridge - Old Entity	Hudson, WI	-	-	-	-
		\$ 41,477,310	\$ 49,326,780	\$ 34,910,740	\$ 125,714,830



DOMINIUMSM

Certification of Financial Statement

I, the undersigned, hereby certify that the information shown on the attached financial statement for Dominium Holdings I, LLC, dated September 30, 2024 which consists of a Cover Sheet, a Balance Sheet on one (1) page, Notes to Financial Statement on ten (10) pages, and a Schedule of Estimated Value of Investments in Partnerships (Unaudited) on five (5) pages is true and correct to the best of my knowledge and belief.

Signature: DocuSigned by:
Paul R. Sween
89C0EB49CE184A3...
Name: Paul Sween – Co-President
EIN: 20-3347442
Date: 11/1/2024, 2024

Dominium Holdings II, LLC
FINANCIAL STATEMENT
September 30, 2024

Dominium Holdings II, LLC
Balance Sheet
September 30, 2024

ASSETS

Current Assets		
Cash	\$	1,255,476
Marketable Securities (note 2)		<u>3,958,753</u>
Total Current Assets	\$	<u>5,214,229</u>
Investment in Partnerships		
Project Ownership Interests - Schedule 1 (note 3)	\$	31,086,900
Deferred Developer Fees (note 4)		82,719
Intermediate Term Mortgage Backed Securities		<u>399,592</u>
Total Investments in Partnerships	\$	<u>31,569,211</u>
TOTAL ASSETS	\$	<u>36,783,440</u>

LIABILITIES AND NET WORTH

Total Liabilities	\$	<u>-</u>
Net Worth	\$	<u>36,783,440</u>
TOTAL LIABILITIES AND NET WORTH	\$	<u>36,783,440</u>

* Notes to Financial Statement are an integral part of this statement.

Dominium Holdings II, LLC

Notes to Financial Statement

September 30, 2024

NOTES SECTION

Note 1 – Organization

Dominium Holdings II, LLC (“Holdings II”) is a Minnesota limited liability company. It was organized to provide guarantees on projects owned by affiliates of Dominium Development & Acquisition (“Dominium”). Holdings II’s governors and managers are Paul Sween, Armand Brachman and Mark Moorhouse. Holdings II is wholly owned by Dominium Holdings I, LLC (“Holdings I”) which in turn is wholly owned by Polaris Holdings I, LLC (“Polaris”). The owners of Polaris include Paul Sween, Armand Brachman, Mark Moorhouse, and senior Dominium project partners. Holdings II is a disregarded entity for income tax purposes.

Note 2 – Marketable Securities

Holdings II owns marketable securities that are held in an account that is maintained with Colliers International.

Note 3 – Project Ownership Interests

Introduction- Polaris is a holding company that directly or indirectly owns interests in properties that Dominium either developed and own or otherwise acquired. Holdings II holds an ownership interest in approximately 148 properties within the Polaris holding company structure.

Valuation Overview - The value associated with Holdings II’s ownership interest with respect to a property is based on the net present value of future cash distributions that Holdings II is projected to receive from the property, both from operations and a possible sale of the property. The valuation methodology is prescribed by an Agreed Upon Procedures memorandum contained in guarantees which have been entered into by Holdings II.

Operating Cash Flow - The projected operating cash flow distributions from a property to Holdings II is based upon the anticipated normalized cash flow from the property and the resulting distributions to the property owners. The anticipated normalized cash flow represents a reasonable approach to determine projected operating cash flows from a property. The projected operating cash flows assume an inflation factor of 3.0% per year until an assumed sale date of a property. The projected distributions to Holdings II take into account priority obligations with respect to the operating cash flow (for example, the funding of property reserves) and Holdings II’s indirect ownership percentage with respect to a property.

Residual Value of Ownership Interest - An estimated value of a distribution to Holdings II from a possible sale of a property is calculated by first projecting the net operating income for the property for an assumed year of sale, which is calculated in the same manner as was described in the preceding section. A projected sales price for

Dominium Holdings II, LLC

Notes to Financial Statement

September 30, 2024

the property then is calculated based on the projected net operating income for the assumed year of sale and an assumed capitalization rate of 7.0%. Next, the estimated, outstanding balance of all mortgages and any other debt obligations with respect to the property, as of the assumed sale, is calculated. This estimated outstanding debt balance is then subtracted from the projected sales price to estimate the net sale proceeds to be distributed to the property's owners from the assumed sale. Then, Holdings II's indirect ownership percentage with respect to the property is applied to the projected net sales proceeds to calculate a projected amount that would be distributed to Holdings II.

This projected liquidating distribution amount to Holdings II with respect to a property, along with the projected, annual operating cash flow distributions to Holdings II with respect to the property, is then used to calculate a net present value of all of the projected cash distributions from the property to Holdings II, applying a 10.0% discount rate.

Limitations of Analysis - The net present value that has been calculated as to Holdings II's ownership interest with respect to each property is assumed to represent a reasonable estimation of the value. However, there are many limitations to the determination of these values, which can significantly impact them and the projected, aggregate value of Holdings II's ownership interests. These limitations include the assumptions on which the calculation of the net present value is based. These assumptions and their limitations are detailed below:

1. ***Capitalization Rate*** – The projected sales prices of the properties are all determined by assuming a 7.0% capitalization rate. This rate is used for all properties, no matter the size, condition, location, or date of sale of a property. Some dates of sale are assumed to occur as far in the future as 2041. The applicable capitalization rate at the time of a sale of a property will depend on such factors at such time.
2. ***Discount Rate*** – The calculation of the net present value of the projected cash flow distributions uses a 10.0% discount rate. There is no way to determine if a possible purchaser of Holdings II's ownership interest with respect to a property would use this discount rate to calculate a possible purchase price.
3. ***Consistency of Income Stream*** – The valuation model assumes that the income streams generated by each property will continue to grow over the valuation term at an annual rate of 3.0%. It is unlikely that all properties will experience constant income growth of at least 3.0% over the valuation term. Unforeseen changes in market conditions, the economy, or other events could have major impacts on individual property occupancy rates, rent levels, and expenses and thus on operating cash flows and sales prices. Overall, the 3.0% inflation factor represents an estimate of the future performance of the properties, as averaged among them.

Dominium Holdings II, LLC

Notes to Financial Statement

September 30, 2024

4. ***Inability to Sell*** – The valuation model does not account for possible restrictions (such as consents or affordability period commitments) on the ability to sell a property that may be held by lenders, governmental agencies, or other co-owners with respect to the property.
5. ***Other Valuation Discounts*** – The valuation model does not consider lack of control or other valuation discounts with respect to Holdings II's ownership interests.

Note 4 – Deferred Development Fees

Deferred Development Fees, for purposes of this statement, are the portion of the Development Fees outstanding that are to be paid through equity installments, and do not include the portion of Development Fee that will be deferred and paid out of future operations. These fees have been discounted by 20% to reflect the uncertainty associated with the timing and collectability of the payments. No provision has been made for development expenses through completion for these projects. Detailed below are the outstanding Deferred Development Fees:

The Paramount	103,399
Discount at 20%	(20,680)
Net Deferred Fees	\$ 82,719

Note 5 – Contingent Liabilities

Property	Loan Guarantees Year Guarantee Expires	Amount of Guarantee
Promenade	2024	\$ 29,150,000
Promenade	2024	3,580,000
Promenade	2024	2,500,000
Willow Place	2024	20,702,594
Willow Place	2024	1,500,000
Heron Ridge	2024	52,800,000
Upper Post Flats	2024	47,041,269
Upper Post Flats	2024	11,409,000
Vista Ridge	2024	54,791,356
Harbor at Twin Lakes	2024	43,750
Legacy Commons at Signal Hills	2024	34,620,000
Legacy Commons at Signal Hills	2024	32,233,972
Flats on Waters Edge	2024	7,670,000
Groves of Lawrenceville I	2024	9,492,828
Groves of Lawrenceville I	2024	18,104,662
Groves of Lawrenceville II	2024	5,116,517
Groves of Lawrenceville II	2024	14,834,657

Dominium Holdings II, LLC

Notes to Financial Statement

September 30, 2024

The Cesera	2024	25,497,000
The Cesera	2024	10,842,000
Swiss View	2024	5,752,242
Corporate LOC - DDA, LLC	2024	1,235,782
Corporate LOC - DDFE, LLC	2024	902,634
900 at Cleveland Park	2025	43,000,000
Rosemont at Mayfield Villas	2025	19,069,215
Rosemont at Mayfield Villas	2025	4,604,000
Mission at Baytown	2025	27,000,000
Haven at Congaree Pointe	2025	25,306,674
Haven at Congaree Pointe	2025	29,208,430
Haven at Congaree Pointe	2025	51,000
Sandpiper Glen	2025	46,500,000
Sandpiper Glen	2025	18,555,141
Sandpiper Glen	2025	2,000,000
Signature at Southern Oaks	2025	16,832,432
Signature at Southern Oaks	2025	6,369,100
DMS	2025	8,648,755
DMS	2025	20,584,420
Atria Metro Center	2026	3,340,643
Atria Metro Center	2026	17,975,751
Atria Metro Center	2026	50,001
Creekridge on the Park	2026	18,664,667
Juniper Square	2026	1,800,000
Juniper Square	2026	1,964,942
Estrella Springs at Canyon Trails	2026	50,001
Estrella Springs at Canyon Trails	2026	5,200,000
Suncrest Vista at Canyon Trails	2026	50,001
Suncrest Vista at Canyon Trails	2026	4,500,000
The Safford	2026	26,225,686
Capitol Crossing	2026	17,189,389
The Safford	2026	6,000,000
Oaks at St John	2026	11,455,000
Cathys Pointe	2026	2,400,000
Oaks at St John	2027	2,384,340
Mariposa at Harris Road		
Arlington	2027	17,240,000
Ocean Pointe	2027	15,205,800
Aria Landings	2027	21,995,000
The Springs	2027	8,044,000

Dominium Holdings II, LLC
Notes to Financial Statement
September 30, 2024

The Springs	2027	2,272,000
Shannon Reserve	2028	3,131,380
Parkland Manor	2028	14,300,000
Preserve at Highland Ridge I	2028	1,232,000
Preserve at Highland Ridge I	2028	717,000
Vinewood Apartments	2032	21,512,000
Rosemont at Mayfield Villas	2037	37,437,246
Crossroad Commons	2038	33,584,445
Crossroad Commons	2038	5,553,539
Woodway Village	2038	25,583,342
Osprey Park	2039	60,000,000
Osprey Park	2039	25,500,000
Creekridge on the Park	2041	5,000,000
Scott County Community Solar Garden	2044	3,509,000
Chisago County Community Solar Garden	2044	3,448,000
67 Flats	2046	19,490,000
67 Flats	2046	10,614,783
Total Loan Guarantees		\$ 1,112,169,386

Property	Tax Credit Guarantees	
	Year Guarantee Expires	Amount of Guarantee
Hickory Manor	2024	\$ 16,143,923
Sawyer Estates	2024	6,792,931
The Oasis at Twin Lakes	2024	14,953,312
Lakeside Manor	2025	15,389,911
Covington Crossings	2025	25,411,371
Park Manor	2025	12,582,761
Crossings at Cape Coral	2025	19,365,243
Village at Delray	2025	2,081,183
Regency Gardens	2025	744,408
Mulberry Place	2026	19,242,014
Acero Metro Center	2026	39,140,400
Groves of Delray	2026	1,054,280
Brighton Oaks	2027	4,085,895
StonePointe	2027	4,533,651
East Range Crossings	2027	22,970,668
Landon Pointe	2027	3,549,523
Legacy Commons at Signal Hills	2028	8,798,772
Pinewood Apartments	2028	3,687,673

Dominium Holdings II, LLC
Notes to Financial Statement
September 30, 2024

Hilltop at Signal Hills	2028	6,368,403
Maryland Park	2028	2,407,527
Aviara Flats	2029	20,891,937
Casa Azure	2029	11,401,791
Cavanagh Senior	2029	2,821,884
Legends at Silver Lake Village	2029	3,358,352
Heritage at Church Ranch	2029	1,199,998
Whistlers Green	2029	2,833,064
Village Green	2029	5,010,540
Medina Townhomes	2030	2,490,127
Magnolia Court	2030	9,238,322
Sycamore Ridge	2030	13,012,291
The Villages of Gallatin	2030	2,972,247
The Bluffs at Liberty Glen	2030	7,700,000
Chariot Pointe	2030	3,356,299
Lonnie Adkins	2031	2,282,458
Woodside Village	2031	4,547,289
Oaks Landing	2031	817,015
Park Haven	2031	5,390,859
Arcade LIHTC	2031	22,613,689
Crowne Forest	2031	1,911,277
Kinwood Apartments	2031	6,615,376
Windy Ridge	2031	5,764,320
River North	2032	5,370,666
Cambric	2032	6,239,952
South Range Crossings	2032	18,764,971
River Trace	2032	627,794
Courtyard Apartments	2032	6,000,000
Grainwood	2032	5,643,864
Regency Palms	2032	6,355,758
Balmoral Apartments	2033	8,143,367
Mill Creek Place	2033	7,609,675
Copper Cove	2033	8,350,422
Legends of Spring Lake Park	2033	7,836,335
Harbor at Twin Lakes	2033	17,309,240
Legends of Cottage Grove	2033	7,114,949
Landon Trace Townhomes	2033	5,157,737
Millworks Lofts	2033	7,007,565
Legends of Champlin	2033	16,081,333
Riverstock	2033	7,925,333

Dominium Holdings II, LLC

Notes to Financial Statement

September 30, 2024

Lakecrest Village	2033	7,058,667
RiverEast	2033	236,694
Quail Chase	2033	6,912,277
Legends of Columbia Heights	2033	8,036,855
Legends of Apple Valley	2033	7,232,120
Crane Creek	2033	4,031,487
Seven Palms	2033	10,499,314
Valley Hill	2033	4,122,213
Silver Gardens	2033	3,442,500
Legends of Woodbury	2034	15,561,694
Dawnville Meadows	2034	5,236,521
Lake Weston Point	2034	10,399,384
Grand Central Flats	2034	5,881,749
Wellington Ridge	2034	15,725,069
Arbor Lake	2034	18,333,333
North Range Crossings	2034	3,977,862
The Meridian	2034	20,527,496
1500 Nicollet	2034	15,237,765
Pheasant Ridge	2034	7,088,774
Union Flats	2034	16,367,881
Millberry Apartments	2034	1,134,282
Taylor Pointe	2034	589,800
Promenade	2034	51,026,694
900 at Cleveland Park	2034	30,118,874
Oaks at New Hope	2034	11,624,562
Oaks at St John	2034	12,295,871
Sandy Creek Apartments	2034	8,429,555
Ventura at Tradewinds	2035	12,643,171
Park Avenue West	2035	10,791,072
Chapel Trace	2035	12,855,656
Legends of Blaine	2035	15,051,004
Legends at Berry	2035	2,560,652
Willow Place	2035	38,351,942
Creekridge on the Park	2036	21,562,833
Franklin Park	2036	7,544,687
Solstice of Mesa	2036	22,578,112
Preserve at Highland Ridge I	2036	20,720,636
Reef at Riviera	2036	17,273,646
Landings of Lexington	2036	11,554,910
Vermillion Apartments	2036	1,192,045

Dominium Holdings II, LLC
Notes to Financial Statement
September 30, 2024

Woodway Village	2036	10,123,559
Preserve at Shady Oak	2036	15,709,067
Bren Road Station	2036	17,916,438
Enclave at Pine Oaks	2036	8,994,019
Scharbauer Flats	2036	24,454,751
Timbers at Hickory Tree	2036	16,353,775
Riverstation	2037	18,108,496
Crossroad Commons	2037	21,497,551
Centennial Crossings	2037	20,685,479
Knolls at West Oaks	2037	11,860,063
Heritage at Church Ranch	2037	22,169,000
Haven at Congaree Pointe	2037	26,797,034
Rosemont at Mayfield Villas	2037	35,466,667
Osprey Park	2038	54,401,390
Mission at Baytown	2038	18,216,849
Orville Commons	2038	37,353,035
Grayson Ridge	2038	14,463,000
Grayson Ridge	2038	10,356,000
Preserve at Peachtree Shoals	2038	16,275,580
Preserve at Peachtree Shoals	2038	16,443,300
Capitol Crossing	2038	24,639,608
Aria Landings	2038	30,182,895
Vista Ridge	2038	39,227,480
Chapel Ridge of Gallatin	2039	19,768,050
Sandpiper Glen	2039	42,438,356
The Safford	2039	49,064,112
Heron Ridge	2039	39,786,472
Ashlynn Ridge Senior	2039	20,133,061
Ashlynn Ridge Senior	2039	20,338,480
Juniper Square	2041	41,623,163
67 Flats	2041	70,240,042
Total Tax Credit Guarantees		\$ 1,817,968,379

Operating Deficit Guarantees

Property	Year Guarantee Expires	Amount of Guarantee
Sawyer Estates	2024	859,675
Lakecrest Village	2024	755,692
RiverEast	2024	550,000

Dominium Holdings II, LLC
Notes to Financial Statement
September 30, 2024

Grainwood	2024	1,008,793
Legends of Apple Valley	2024	1,951,400
1500 Nicollet	2024	1,390,746
Landon Pointe	2024	1,250,072
Legends at Berry	2024	1,345,931
Village Green	2024	626,420
Dawnville Meadows	2024	206,530
Willow Place	2024	979,693
Wellington Ridge	2025	1,061,924
The Bluffs at Liberty Glen	2025	550,940
Legends of Blaine	2025	1,869,210
Arbor Lake	2025	1,332,833
Lake Weston Point	2025	1,071,985
Oaks at New Hope	2025	758,462
Quail Chase	2025	2,600,374
South Range Crossings	2025	2,067,000
Park Avenue West	2025	1,423,060
Chapel Trace	2025	1,367,890
Regency Gardens	2025	1,009,988
67 Flats	2026	3,263,438
Landings of Lexington	2026	2,784,916
Sycamore Ridge	2026	1,055,284
Woodway Village	2026	1,046,000
Mulberry Place	2026	1,161,209
Preserve at Shady Oak	2026	1,562,000
67 Flats	2026	1,776,152
Bren Road Station	2026	1,896,000
Groves of Delray	2026	99,999
Copper Cove	2026	553,597
Covington Crossings	2027	994,277
StonePointe	2027	780,000
Preserve at Peachtree Shoals	2027	1,876,584
Grayson Ridge	2027	1,232,000
Knolls at West Oaks	2027	99,999
Brighton Oaks	2027	1,910,600
Preserve at Highland Ridge I	2027	1,316,940
East Range Crossings	2027	1,490,000
The Meridian	2027	702,926
Vermillion Apartments	2027	1,500,000
Solstice of Mesa	2027	675,185

Dominium Holdings II, LLC
Notes to Financial Statement
September 30, 2024

Union Flats	2027	1,303,656
Centennial Crossings	2028	2,054,055
Mission at Baytown	2028	752,668
Osprey Park	2028	2,649,786
Ashlynn Ridge Senior	2028	973,213
Legacy Commons at Signal Hills	2028	3,431,621
Hilltop at Signal Hills	2028	2,223,484
Heritage at Church Ranch	2028	2,620,971
Crossroad Commons	2028	743,000
Capitol Crossing	2029	3,025,000
Aria Landings	2029	1,256,699
Hickory Manor	2029	1,362,920
Juniper Square	2029	1,776,152
Vista Ridge	2029	1,025,917
Atria Metro Center	2029	4,192,170
Heron Ridge	2029	350,640
Lakeside Manor	2029	1,424,124
Orville Commons	2029	1,585,000
Promenade	2029	1,555,582
Aviara Flats	2029	1,107,892
The Safford	2029	691,968
Casa Azure	2029	556,273
Crossings at Cape Coral	2030	1,327,000
Park Manor	2030	1,300,164
Chapel Ridge of Gallatin	2030	734,902
Maryland Park	2030	1,390,000
Oaks Landing	2031	539,455
Kinwood Apartments	2031	837,000
Oaks at St John	2031	528,356
Sandy Creek Apartments	2031	380,940
Crowne Forest	2031	1,001,665
Woodside Village	2031	1,441,656
Windy Ridge	2031	458,792
Medina Townhomes	2032	224,453
Cambric	2032	641,412
Legends of Spring Lake Park	2032	1,957,561
Courtyard Apartments	2032	410,498
Balmoral Apartments	2033	970,000
Riverstock	2033	540,000
North Range Crossings	2034	700,887

Dominium Holdings II, LLC
Notes to Financial Statement
September 30, 2024

Grand Central Flats	2034	1,486,000
900 at Cleveland Park	2034	1,710,576
Taylor Pointe	2034	1,944,875
Magnolia Court	2035	915,516
The Oasis at Twin Lakes	2035	1,818,000
Ventura at Tradewinds	2035	2,585,762
Franklin Park	2036	387,162
Reef at Riviera	2036	557,217
Enclave at Pine Oaks	2036	1,074,369
Scharbauer Flats	2036	1,675,000
Timbers at Hickory Tree	2036	669,000
Harbor at Twin Lakes	2036	859,552
Riverstation	2037	1,557,388
Rosemont at Mayfield Villas	2037	825,349
Haven at Congaree Point	2039	966,775
Sandpiper Glen	2039	1,480,000
Estrella Springs at Canyon Trails	2040	3,196,500
Suncrest Vista at Canyon Trails	2040	2,007,873
<i>Total Operating Deficit</i>		\$ 131,580,170
<i>Guarantees</i>		
<i>Total Contingent Liabilities</i>		\$ 3,061,717,935

Dominium Holdings II, LLC
Schedule of Estimated Value of
Investments in Partnerships (Unaudited)
September 30, 2024

Investment Value of Partnership Interests in Projects

<u>Apartment Name</u>	<u>Location</u>	<u>AEB</u>	<u>PRS</u>	<u>MSM</u>	<u>Value</u>
Juniper Square	Glendale, AZ	\$ -	\$ 197,190	\$ 98,730	\$ 295,920
67 Flats	Glendale, AZ	-	473,310	274,050	747,360
Estrella Springs	Goodyear, AZ	-	327,150	201,330	528,480
Suncrest Vista	Goodyear, AZ	-	221,850	82,980	304,830
The Safford	Marana, AZ	-	209,160	3,510	212,670
Solstice of Mesa	Mesa, AZ	208,890	204,480	128,340	541,710
Vista Ridge	Phoenix, AZ	65,790	-	40,410	106,200
Aviara Flats	Phoenix, AZ	56,790	24,030	45,900	126,720
Casa Azure	Phoenix, AZ	98,190	-	79,290	177,480
Copper Cove	Tolleson, AZ	-	-	-	-
Copper Cove - Old Entity	Tolleson, AZ	-	-	-	-
Westview Terrace	Banning, CA	2,790	68,850	21,600	93,240
Mountain View	Beaumont, CA	51,480	140,400	19,305	211,185
Desert Palms	Coachella, CA	44,550	56,430	16,740	117,720
Village Meadows	Hemet, CA	1,350	28,260	9,315	38,925
Atria at Metro Center	Aurora, CO	-	21,600	21,600	43,200
Centennial Crossings	Centennial, CO	248,040	142,290	152,460	542,790
North Range Crossings	Commerce City, CO	325,530	325,440	199,980	850,950
1601 Colorado	Denver, CO	(28,710)	(360)	(28,350)	(57,420)
East Range Crossings	Denver, CO	261,810	259,650	160,830	682,290
Park Avenue West	Denver, CO	(172,440)	(139,140)	(139,140)	(450,720)
Park Avenue West - Old Entity	Denver, CO	-	-	-	-
Woodside Village	Greeley, CO	87,030	87,120	53,550	227,700
Tradition Denver	Highlands Ranch, CO	-	3,330	-	3,330
Tradition Denver - Old Entity	Highlands Ranch, CO	-	31,860	-	31,860
South Range Crossing	Parker, CO	99,090	187,020	60,930	347,040
Heritage at Church Ranch	Westminster, CO	9,000	2,610	5,670	17,280
River Trace	Bradenton, FL	-	-	-	-
River Trace - Old Entity	Bradenton, FL	-	53,100	-	53,100
Crossings at Cape Coral	Cape Coral, FL	162,630	131,220	-	293,850
Oak Meadows	Cocoa, FL	-	-	-	-
Enclave at Pine Oaks	Deland, FL	130,950	2,340	105,750	239,040
Enclave at Pine Oaks - Old Entity	Deland, FL	51,750	24,120	31,770	107,640
Village at Delray	Delray Beach, FL	12,870	10,170	7,920	30,960
Groves of Delray II	Delray Beach, FL	-	540	-	540
Aria Landings I	Fort Myers, FL	-	458,280	-	458,280
Osprey Village	Kissimmee, FL	26,730	126,720	16,470	169,920
Heron Ridge	Kissimmee, FL	105,930	105,930	65,070	276,930
St Cloud Village	Kissimmee, FL	1,620	1,350	1,890	4,860
St Cloud Village - Old Entity	Kissimmee, FL	-	-	-	-
Crane Creek	Melbourne, FL	-	28,530	-	28,530
Crane Creek - Old Entity	Melbourne, FL	26,280	10,530	30,240	67,050
Whistlers Green	Naples, FL	-	-	-	-
Whistlers Green - Old Entity	Naples, FL	-	42,300	-	42,300
Landon Trace	Orlando, FL	371,520	371,520	228,240	971,280
Lake Weston Point	Orlando, FL	-	-	-	-
Sandpiper Glen	Orlando, FL	-	-	-	-
Nassau Bay	Orlando, FL	21,420	5,310	19,980	46,710
Landon Pointe	Orlando, FL	-	-	-	-
Chapel Trace	Orlando, FL	-	5,220	-	5,220
Lake Weston Point - Old Entity	Orlando, FL	54,090	32,040	33,210	119,340
Nassau Bay I - Old Entity	Orlando, FL	-	-	-	-
Chapel Trace - Old Entity	Orlando, FL	-	56,700	-	56,700
Landon Pointe - Old Entity	Orlando, FL	-	-	-	-
Reef at Riviera	Palmetto, FL	-	-	-	-
Regency Gardens	Pompano Beach, FL	-	-	-	-
Regency Gardens - Old Entity	Pompano Beach, FL	-	-	-	-

Dominium Holdings II, LLC
Schedule of Estimated Value of
Investments in Partnerships (Unaudited)
September 30, 2024

Investment Value of Partnership Interests in Projects

<u>Apartment Name</u>	<u>Location</u>	<u>AEB</u>	<u>PRS</u>	<u>MSM</u>	<u>Value</u>
Oaks at St. John	Ponte Vedra Beach, FL	-	-	-	-
Oaks at St. John - Old Entity	Ponte Vedra Beach, FL	-	-	10,440	10,440
Regency Palms	Port Richey, FL	137,070	58,050	84,240	279,360
Regency Palms - Old Entity	Port Richey, FL	-	-	-	-
Seven Palms	Punta Gorda, FL	-	199,890	-	199,890
Seven Palms - Old Entity	Punta Gorda, FL	79,470	32,580	73,170	185,220
Sawyer Estates	St Cloud, FL	110,520	110,520	67,860	288,900
Sawyer Estates - Old Entity	St Cloud, FL	-	-	-	-
Ocean Pointe	Stuart, FL	-	107,010	-	107,010
Taylor Pointe	Vero Beach, FL	-	-	-	-
Taylor Pointe I - Old Entity	Vero Beach, FL	-	-	-	-
Briar Park	Atlanta, GA	36,270	13,770	29,250	79,290
The Paramount	Atlanta, GA	108,900	450	87,930	197,280
Magnolia Court	Augusta, GA	(21,870)	7,560	(13,500)	(27,810)
Parkland Manor	Austell, GA	(21,330)	(90)	(19,575)	(40,995)
Canterbury	Canton, GA	-	222,030	-	222,030
Laurels at Greenwood	Canton, GA	-	-	-	-
Park at Mt. Zion	Clayton, GA	-	-	-	-
Wellington Ridge	Covington, GA	-	-	-	-
Covington Crossings	Covington, GA	245,160	5,940	150,570	401,670
Arbor Lake	Covington, GA	219,420	219,420	134,910	573,750
Wellington Ridge - Old Entity	Covington, GA	-	93,600	-	93,600
Preserve at Peachtree Shoals	Dacula, GA	55,080	4,680	32,850	92,610
Dawnville Meadows	Dalton, GA	-	7,740	-	7,740
Dawnville Meadows - Old Entity	Dalton, GA	-	-	-	-
The Meridian	Decatur, GA	70,020	2,250	54,270	126,540
Mill Creek Place	Duoglasville, GA	128,610	79,110	79,020	286,740
Fulton Pointe	East Point, GA	139,950	1,800	85,950	227,700
Sycamore Ridge	Gainesville, GA	-	-	-	-
Grayson Ridge	Lawrenceville, GA	18,270	2,700	10,890	31,860
Oaks at New Hope	Lawrenceville, GA	155,700	155,790	95,670	407,160
Mulberry Place	Lawrenceville, GA	134,640	51,930	82,800	269,370
Groves of Lawrenceville I	Lawrenceville, GA	-	-	-	-
Groves of Lawrenceville II	Lawrenceville, GA	-	-	-	-
Alexander at Stonecrest	Lithonia, GA	-	127,350	-	127,350
Willow Place	McDonough, GA	20,610	20,610	12,780	54,000
Promenade	McDonough, GA	126,360	126,360	77,670	330,390
Ashlynn Ridge Senior	Newnan, GA	10,440	11,340	6,390	28,170
Valley Hill	Riverdale, GA	-	22,140	-	22,140
Valley Hill - Old Entity	Riverdale, GA	40,860	17,010	25,110	82,980
StonePointe	Stonecrest, GA	56,340	9,990	126,360	192,690
Shannon Reserve	Union City, GA	-	2,970	-	2,970
Riverstock	Woodstock, GA	194,040	194,130	119,160	507,330
RiverEast	Council Bluffs, IA	13,950	13,950	8,550	36,450
Castlewood Apartments	Davenport, IA	-	11,250	-	11,250
Pheasant Ridge	Iowa City, IA	172,170	172,260	105,750	450,180
Balmoral Apartments	Hailey, ID	-	1,080	-	1,080
Balmoral I - Old Entity	Hailey, ID	11,160	-	6,840	18,000
Balmoral II - Old Entity	Hailey, ID	6,750	-	4,050	10,800
Cortland Estates	Cortland, IL	93,870	-	57,690	151,560
Crowne Forest	East Moline, IL	19,170	20,520	11,790	51,480
Heritage Landings	Mt Vernon, IL	(2,880)	-	(2,970)	(5,850)
Huntington Ridge	Springfield, IL	-	-	-	-
Huntington Ridge - Old Entity	Springfield, IL	-	-	-	-
Copper Gate	Lafayette, IN	-	-	-	-
Copper Gate - Old Entity	Lafayette, IN	-	-	-	-
Albertville Meadow TH's	Albertville, MN	19,530	19,440	-	38,970

Dominium Holdings II, LLC
Schedule of Estimated Value of
Investments in Partnerships (Unaudited)
September 30, 2024

Investment Value of Partnership Interests in Projects

<u>Apartment Name</u>	<u>Location</u>	<u>AEB</u>	<u>PRS</u>	<u>MSM</u>	<u>Value</u>
Albertville Meadows	Albertville, MN	-	-	-	-
Waters Edge - Old Entity	Albertville, MN	-	-	-	-
Albertville Meadows - Old Entity	Albertville, MN	-	-	-	-
Woodland Park	Anoka, MN	-	-	-	-
Woodland Park - Old Entity	Anoka, MN	-	-	-	-
Legends of Apple Valley	Apple Valley, MN	167,040	167,040	102,690	436,770
Legends of Blaine	Blaine, MN	138,690	84,150	85,230	308,070
Park Haven	Brooklyn Park, MN	4,590	79,560	2,790	86,940
Park Haven - Old Entity	Brooklyn Park, MN	72,450	34,920	66,690	174,060
Legends of Champlin	Champlin, MN	308,610	211,590	189,540	709,740
Legends of Columbia Heights	Columbia Heights, MN	63,270	6,660	38,970	108,900
Grand Central Flats	Columbia Heights, MN	88,560	28,620	54,360	171,540
River North	Coon Rapids, MN	222,840	222,840	136,890	582,570
Tralee Terrace	Coon Rapids, MN	-	-	-	-
Tralee Terrace - Old Entity	Coon Rapids, MN	-	9,990	-	9,990
Legends of Cottage Grove	Cottage Grove, MN	89,460	112,680	162,450	364,590
Cavanagh Senior	Crystal, MN	109,800	36,090	67,500	213,390
Bluffs	Eden Prairie, MN	55,980	5,760	157,815	219,555
Dove Tree	Elk River, MN	-	-	-	-
Dove Tree - Old Entity	Elk River, MN	-	-	-	-
Upper Post Flats	Fort Snelling, MN	7,380	-	4,590	11,970
Village Green	Fridley, MN	106,920	57,420	65,610	229,950
Landings of Lexington	Lexington, MN	27,360	27,360	16,830	71,550
Medina Townhomes	Medina, MN	1,800	180	3,510	5,490
Buzza Historic Lofts	Minneapolis, MN	-	-	4,230	4,230
A-Mill Artist Lofts	Minneapolis, MN	-	225,990	-	225,990
Millworks Lofts	Minneapolis, MN	(22,410)	(23,760)	(13,770)	(59,940)
1500 Nicollet	Minneapolis, MN	(83,700)	(83,700)	(51,390)	(218,790)
Preserve at Shady Oak	Minnetonka, MN	48,780	13,680	29,970	92,430
Bren Road Station	Minnetonka, MN	(16,920)	22,590	(10,350)	(4,680)
Brighton Oaks	New Brighton, MN	25,650	22,140	15,750	63,540
Oaks Landing	New Brighton, MN	44,550	-	27,450	72,000
Jefferson Square	Northfield, MN	9,180	7,110	-	16,290
Grainwood	Prior Lake, MN	170,910	126,540	104,940	402,390
Essex Park	Rochester, MN	73,440	129,240	-	202,680
Essex Place	Rochester, MN	-	2,880	-	2,880
Essex Place I - Old Entity	Rochester, MN	-	18,720	-	18,720
Essex Place II - Old Entity	Rochester, MN	-	7,020	-	7,020
The Oasis at Twin Lakes	Roseville, MN	185,040	198,000	113,760	496,800
Harbor at Twin Lakes	Roseville, MN	34,560	90,720	21,150	146,430
Legends of Spring Lake Park	Spring Lake Park, MN	78,030	46,890	47,970	172,890
Landings at Silver Lake Village	St Anthony, MN	-	233,100	-	233,100
Legends of Silver Lake	St Anthony, MN	-	-	-	-
The Bluffs at Liberty Glen	St Cloud, MN	(59,130)	(43,560)	(36,360)	(139,050)
808 Berry	St Paul, MN	-	15,210	184,275	199,485
Schmidt Brewery	St Paul, MN	422,820	-	526,005	948,825
Maryland Park	St Paul, MN	-	(42,570)	-	(42,570)
Cambric	St Paul, MN	2,160	21,870	1,350	25,380
Lonnie Adkins	St Paul, MN	-	-	-	-
Union Flats	St Paul, MN	217,710	175,590	133,740	527,040
Legends at Berry	St Paul, MN	-	49,680	-	49,680
Millberry Apartments	St Paul, MN	69,210	58,770	42,480	170,460
Hilltop at Signal Hills	West St Paul, MN	78,570	79,020	46,620	204,210
Legacy Commons at Signal Hills	West St Paul, MN	(16,020)	14,400	(9,450)	(11,070)
Somerset Properties	Willmar, MN	-	-	-	-
Somerset - Old Entity	Willmar, MN	-	-	-	-
Eagle Ridge - Old Entity	Willmar, MN	-	-	-	-

Dominium Holdings II, LLC
Schedule of Estimated Value of
Investments in Partnerships (Unaudited)
September 30, 2024

Investment Value of Partnership Interests in Projects

<u>Apartment Name</u>	<u>Location</u>	<u>AEB</u>	<u>PRS</u>	<u>MSM</u>	<u>Value</u>
Legends of Woodbury	Woodbury, MN	231,120	88,650	142,020	461,790
Orville Commons	Woodbury, MN	2,610	2,610	1,620	6,840
River Roads Estates	Jennings, MO	1,890	-	2,025	3,915
River Roads Manor	Jennings, MO	90	90	13,635	13,815
Leather Trades	St Louis, MO	10,530	37,890	1,215	49,635
Metropolitan	St Louis, MO	27,540	450	1,440	29,430
Arcade LIHTC	St Louis, MO	11,430	18,360	11,250	41,040
Arcade NMTC	St Louis, MO	22,050	21,600	13,320	56,970
Grand South Senior	St Louis, MO	5,760	90	5,940	11,790
Three Rivers Landing	Gulfport, MS	75,960	-	87,615	163,575
Creekridge on the Park	Charlotte, NC	-	-	233,730	233,730
Pine Tree	Omaha, NE	21,420	21,420	13,140	55,980
Bluffs at Cherry Hills	Omaha, NE	148,950	148,770	91,530	389,250
Olive Branch	Batavia, OH	166,680	-	102,420	269,100
Courtyard Apartments	Cincinnati, OH	-	-	-	-
Meadowview	Goshen, OH	34,470	450	21,150	56,070
Mossy Oaks	Beaufort, SC	23,850	25,200	10,395	59,445
Haven at Congaree Pointe	Columbia, SC	4,140	-	3,330	7,470
Villages of Gallatin	Gallatin, TN	233,190	233,010	143,280	609,480
Chapel Ridge of Gallatin	Gallatin, TN	126,180	97,920	101,880	325,980
Waterview	Hendersonville, TN	93,510	18,450	57,420	169,380
Flats on Waters Edge	Hermitage, TN	-	-	-	-
Willow Creek	Mount Juliet, TN	-	6,210	-	6,210
Chariot Pointe	Murfreesboro, TN	208,350	8,460	128,070	344,880
Preserve at Highland Ridge	Nashville, TN	12,600	12,690	7,740	33,030
900 at Cleveland Park	Nashville, TN	13,410	13,410	8,280	35,100
Swiss View	Nashville, TN	-	28,980	-	28,980
Cathy's Pointe	Amarillo, TX	(13,680)	(13,680)	(13,770)	(41,130)
Mariposa at Harris Road	Arlington, TX	-	114,750	104,130	218,880
Matlock Flats	Arlington, TX	-	4,230	203,670	207,900
Rosemont at Mayfield Villas	Arlington, TX	90,720	90,720	55,710	237,150
Windy Ridge	Austin, TX	64,890	-	39,870	104,760
Woodway Village	Austin, TX	29,610	29,610	18,180	77,400
Franklin Park	Austin, TX	-	-	-	-
Capital Crossing	Austin, TX	99,540	80,190	80,370	260,100
Crossroad Commons	Austin, TX	(39,330)	-	(24,210)	(63,540)
Timbers at Hickory Tree	Balch Springs, TX	1,890	1,890	1,170	4,950
Rosemont at Baytown	Baytown, TX	216,450	-	174,690	391,140
Seville Apts	Beaumont, TX	(180)	-	(360)	(540)
Sandy Creek	Bryan, TX	27,090	-	21,870	48,960
Sandy Creek Apartments - Old Entity	Bryan, TX	-	-	-	-
Madison Pointe	Cotulla, TX	3,690	3,690	3,645	11,025
Vinewood Apartments	Dallas, TX	101,250	102,510	62,190	265,950
Riverstation	Dallas, TX	140,760	140,760	86,490	368,010
Beckley Townhomes	Dallas, TX	(7,110)	-	(4,320)	(11,430)
Signature at Southern Oaks	Dallas, TX	-	-	-	-
Signature at Five Mile Creek	Dallas, TX	-	68,760	-	68,760
Signature at Highland Hills	Dallas, TX	-	67,770	-	67,770
Silver Gardens	Dallas, TX	223,380	72,720	137,250	433,350
Hickory Manor	Desoto, TX	-	-	-	-
Cobblestone	Fort Worth, TX	-	-	-	-
The Cesera	Garland, TX	99,810	-	80,550	180,360
Pinewood Apartments	Houston, TX	140,310	103,230	83,880	327,420
Vermillion Apartments	Houston, TX	24,930	24,930	87,930	137,790
Silver Glen	Houston, TX	-	17,640	-	17,640
Villa Spring	Houston, TX	-	(66,330)	-	(66,330)
Lakecrest Village	Houston, TX	(166,320)	(166,320)	(102,240)	(434,880)

Dominium Holdings II, LLC
Schedule of Estimated Value of
Investments in Partnerships (Unaudited)
September 30, 2024

Investment Value of Partnership Interests in Projects

<u>Apartment Name</u>	<u>Location</u>	<u>AEB</u>	<u>PRS</u>	<u>MSM</u>	<u>Value</u>
Quail Chase	Houston, TX	(28,350)	-	(17,460)	(45,810)
City Parc at West Oaks	Houston, TX	-	-	-	-
Village of Kaufman	Kaufman, TX	(2,970)	(2,970)	(2,700)	(8,640)
Lakeside Manor	Little Elm, TX	-	-	-	-
Hillcrest Manor	Lubbock, TX	236,520	-	17,820	254,340
Kinwood Apartments	McKinney, TX	18,180	-	11,250	29,430
Ventura at Tradewinds	Midland, TX	164,250	-	100,980	265,230
Scharbauer Flats	Midland, TX	132,300	-	81,270	213,570
La Promesa	Odessa, TX	-	-	-	-
Fox Run	Orange, TX	(1,530)	(1,530)	(1,350)	(4,410)
The Portofino	Pasadena, TX	253,350	-	204,480	457,830
Lakeside Pointe	Pearland, TX	-	31,680	-	31,680
Stoneridge Apartments	Pflugerville, TX	486,810	414,720	291,510	1,193,040
Park Manor	Sherman, TX	-	70,560	-	70,560
Cedar Ridge	Hudson, WI	-	-	-	-
Cedar Ridge - Old Entity	Hudson, WI	-	-	-	-
		\$ 11,202,390	\$ 10,910,250	\$ 8,974,260	\$ 31,086,900



DOMINIUMSM

Certification of Financial Statement

I, the undersigned, hereby certify that the information shown on the attached financial statement for Dominium Holdings II, LLC, dated September 30, 2024, which consists of a Cover Sheet, a Balance Sheet on one (1) page, Notes to Financial Statement on eleven (11) pages, and a Schedule of Estimated Value of Investments in Partnerships (Unaudited) five (5) pages is true and correct to the best of my knowledge and belief.

DocuSigned by:
Paul R. Sween
89C0EB49CE184A3...
Signature: _____
Name: Paul Sween – Co-President
EIN: 20-3347442

Date: 11/1/2024, 2024



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

Attachment III - RBC Capital - Guarantee



February 4, 2020

Dominium Guaranty Structure – Dominion Holdings I, LLC and Dominion Holdings II, LLC

Several Local Housing Finance Authorities as well as the Florida Housing Finance Corporation have the requirement of personal guarantees for all tax exempt bond/ 4% LIHTC transactions. From time to time, there have been exceptions to the personal guaranty requirement in circumstances where a guaranty is not appropriate, such as where a non-profit is the general partner or in a specific instance where the Bank of America CDC was a general partner entity. In cases where there is subsidy involved such as SAIL or City/County subsidy, there is typically a long line of developers willing to provide a personal guaranty. Therefore there has been minimal risk that units would not be built if the personal guaranty requirement is enforced, although we believe that their presence has partially impacted the activity of several large affordable developers in the state. Based on scarcity of opportunities, we believe there is merit in revisiting this policy in the event a developer is constructing new affordable units with bonds/4% credits and no outside Housing Trust Fund, City, County, State or Federal subsidy.

We are unable to think of any such cases of bond/4% credit new construction developments built since the early 2000's other than one or two developments constructed by Atlantic Housing where an affiliate was purchasing the tax credits and where they provided a guarantee to the lender and other than the proposed Dominion transactions. The notion of self-source funding has been proposed by Vestcor in the context of receiving a reduced level of subsidy to construct new units. However, other than Atlantic and Dominion, we are not aware of other developers financing new affordable units with only bonds and 4% credits. As noted, Atlantic Housing has found this to be feasible by receiving return through the acquisition of credits by a principal and lowering the debt cost by guaranteeing the repurchase of the Bonds at the option of the lender. In the case of Dominion, they have achieved cost reductions through their scale as one of the nation's largest owners and managers of apartments. In addition, they have worked with Freddie Mac to develop a cost effective financing through securitization of Freddie Mac's fixed rate Tax Exempt Loan that supplements their returns. Therefore, I do not believe the development of new units using only tax exempt bonds and 4% credits is likely to be replicated by many developers.

In the case of Dominion, they have worked over the years to create a guaranty structure that is acceptable to their many lenders and tax credit investors in order to protect the company's assets as they have grown in size and partners age. While personal guarantees add to the security of the financing, there are also risks with this type of guarantee in the event of death, bankruptcy or manipulation of assets. The guaranty entity created by Dominion will survive any specific life events experienced by their partners. The Dominion partners contributed to the single guaranty entity to capitalize it with \$10 million in permanent liquidity (cash, cash equivalents and marketable securities) and \$6 million in annual liquidity (cash flow of underlying assets). The Holdings I entity providing the construction completion Guaranty is required to maintain net worth of \$60 million while the Holdings II entity providing

environmental and fee indemnities is required to maintain net worth of \$12 million. The guarantee structure has the following attributes:

- All lenders are on a parri-passu basis and failure to maintain the liquidity requirements will cause a default across properties that are subject to the guaranty. Dominion is therefore incentivized to remain in compliance to avoid losing equity across the portfolio.
- Guaranty entity cash flow generated from the wide range of assets in multiple locations provide diversification of risk.
- Reporting on liquidity is provided quarterly and special purpose audit reports are provided annually.
- Dominion has a strong track record with all construction projects completed and no foreclosures.

Where new affordable units are developed without subsidy over and above the 4% credits and based on the depth of the net worth and liquidity of the guaranty entity combined with a strong incentive for Dominion to maintain the liquidity and net worth levels as well as quarterly and annual reporting on compliance, we believe an exception to the personal guaranty requirement is justified. The extraordinary complexities of affordable multifamily finance require some flexibility in credit underwriting requirements to fit the circumstances of the development and sponsor. Such flexibility has been granted to select other Florida local HFA transactions in certain similar situations.



DOMINIUM

2025 Polk County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

Attachment IV - Status of Zoning

Planning and Zoning City of Leesburg, GIS Planning and Zoning Department

SOUTH OF 2345 S 14th S X

Show search results for SOUTH.

PLANNED UNIT DEVELOPMENT

HIGHWAY COMMERCIAL

SMALL PLANNED UNIT DEVELOPMENT

PUBLIC

English Rd

US HWY 21

US HWY 21

Corley Island Rd

Anna M

Corley Island Rd

East Mead

Layers

- ISBA
- LandbasePublic
- Planning_end_Zoning_Pro
- Planning_end_Zoning_Pro
- Planning_end_Zoning_Pro

Zoom

81.89028.777 Degrees

Google