

**STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

**In re: Amelia Court at Creative
Village Partners, Ltd.**

FHFC Case No.: 2018-008VW
FHFC File No: 2016-305CS/2017-292V

Petitioner.

_____ /

**PETITION FOR WAIVER OF PROVISION OF RULE-ADOPTED RFA PROVISION
TO ALLOW A SECOND EXTENSION OF THE SAIL CLOSING DEADLINE**

Petitioner, AMELIA COURT AT CREATIVE VILLAGE PARTNERS, LTD. (“Petitioner” or “Amelia Court”)¹, a Florida limited partnership, hereby submits this Petition to the Florida Housing Finance Corporation ("FHFC") for a waiver of FHFC Rule 67-48.0072(4)(c), Fla. Admin. Code, which requires a SAIL closing to be accomplished within the time specified in the RFA through which SAIL financing was obtained. Amelia Court’s current credit underwriting deadline is May 31, 2018, but its SAIL closing deadline is April 12, 2018, so an extension of the closing deadline is required since approval of the credit underwriting report is not expected until the May 4, 2018 Board meeting. Amelia Court seeks this waiver in order to extend its SAIL closing deadline to September 30, 2018, in order to extend the closing to some other time after credit underwriting approval, and to allow sufficient time following approval of the credit underwriting report for closing document preparation and review. In support of this petition, Petitioner states as follows:

A. NATURE OF REQUEST

1. Pursuant to Section 120.542, Fla. Stat. (2017), and Rules 28-104.001 through 28-

¹ Petitioner has separately requested, in writing, approval to change the name of its Development from Amelia Court at Creative Village to Concord Court at Creative Village; and such approval was granted by Corporation staff. Petitioner has also requested approval to change its name to Concord Court at Creative Village Partners, Ltd., and the name of its general partner to SAS Concord Court at Creative Village Managers, LLC; those are both name changes only, with no change in the principals, identity, ownership or management of such entities. Petitioner understands those requests will be presented to the Corporation’s Board of Directors for consideration at its March 16, 2018 meeting.

104.006, Fla. Admin. Code, Petitioner requests a waiver of a provision of Rule 67-48.0072(4)(c), Fla. Admin. Code, which requires a SAIL loan received in conjunction with Competitive Housing Credits to close within the timeframes specified in the competitive solicitation. For RFA 2015-113, the RFA in which Amelia Court received its SAIL and Housing credit award, the loan is required to close within 12 months of the invitation to credit underwriting, unless extended.

B. THE PETITIONER

2. As explained in this Petition, Petitioner was the recipient of Housing Credits and a SAIL loan from FHFC for a revitalization initiatives development in Orange County in RFA 2015-113. Petitioner is also the recipient of a Development Viability Loan in RFA 2017-109. For purposes of this petition, Petitioner's address is that of its undersigned attorney, M. Christopher Bryant, Oertel, Fernandez, Bryant & Atkinson, P.A., 2060 Delta Way, Tallahassee, Florida 32303 (telephone (850) 521-0700, fax (850) 521-0720, E-mail:cbryant@ohfc.com)

C. RFA 2015-113 PROCESS AND AMELIA COURT'S APPLICATION

3. Through Request for Applications (RFA) number 2015-113, FHFC sought to allocate federal low income housing tax credits ("Housing Credits") and State Apartment Incentive Loan ("SAIL") financing for affordable multifamily rental housing developments that are part of local revitalization initiatives. The awards of SAIL and Housing Credit financing are subject to FHFC Rule Chapter 67-48, Fla. Admin. Code.

4. Amelia Court applied in RFA 2015-113 for an award of Housing Credits and a SAIL loan for the construction of a 116 unit mid-rise development in Orange County with a Family Demographic Commitment, with 93 of those units to be affordable rental housing. Amelia Court sought Housing Credits in the annual amount of \$2,185,789 and a SAIL loan of \$2.0 million.

5. The Co-Developer Entities for Amelia Court are Atlantic Housing Partners, LLLP,

(“AHP,” a Florida limited partnership) and Bank of America Community Development Corporation (“BOA CDC”), a North Carolina corporation authorized to do business in Florida. The General Partner of AHP is Atlantic Housing Partners Managers, LLC, and the two Limited Partners of AHP are Florida CIS Housing Advisors, LLC, and Atlantic Housing Group Partners, Ltd.

6. The natural person Principal of AHP whose development experience was relied upon in the application process to establish General Development Experience for AHP was W. Scott Culp. In its application, Amelia Court identified over thirty (30) affordable housing developments in Florida completed by AHP since 2005, all involving either 9% (competitive) housing credits or 4% (noncompetitive) housing credits, while Mr. Culp was a Principal of AHP. Mr. Culp was (and is) a manager and member of the General Partner of AHP.

7. The Amelia Court application identified Nancy Crown as the natural person Principal of BOA CDC whose development experience was relied upon to establish General Development Experience for BOA CDC. Six affordable housing developments were identified to establish Ms. Crown’s development experience, all involving 9% housing credits, all but one completed after 2005, and one of which was in the state of Florida. Ms. Crown was identified as a Senior Vice President and Assistant Secretary at BOA CDC.

8. For purposes of Section 42 of the Internal Revenue Code, Amelia Court proposed to set aside at least 40% of the units for residents earning 60% or less of Area Median Income (“AMI”). In the Total Set-Aside Breakdown Chart included in the Amelia Court application, Amelia Court committed to set aside 10% of the 116 units (12 units) for tenants at or below 40% of AMI (the Extremely Low Income level for Orange County in RFA 2015-113); 70% of the units (81 units) for tenants at or below 60% of AMI; and 20% of the units (23 units) as Market Rate

Units.

9. RFA 2015-113 encouraged applicants to include Market-Rate Units in their proposed developments. Applicants could be awarded five (5) points (towards the total 105 points available) for including Market-Rate Units. Applicants from Large Counties proposing Family Demographic Developments (like Amelia Court) could set aside no more than 80% of their units as affordable to qualify for the five Market-Rate Commitment points. Based on information and belief, all thirteen (13) applicants in RFA 2015-113 included market rate units in their proposals.

10. More recently, Amelia Court applied in RFA 2017-109, Development Viability Loan Financing, for previously funded applicants from certain designated RFAs who had an active funding award but had not closed on their financing or received a final credit underwriting report; the intent was to assist developments that were in need of additional financing due to disruptions in the market for housing credits. Amelia Court's application number 2017-292V was selected for receipt of up to an additional \$1.0 million in Development Viability Loan Financing.

FUNDING AWARD AND POST-AWARD DEADLINES

11. FHFC's Board of Directors approved the selection of Amelia Court to receive funding under RFA 2015-113 on March 16, 2016. Notices of protest of the proposed award were filed but did not ultimately result in litigation. On April 12, 2016, Florida Housing invited Amelia Court to enter credit underwriting. The April 12, 2016 letter required that the SAIL loan close within 12 months (by April 12, 2017), consistent with the terms of the RFA 2015-113 at Exhibit C, Section 11.f of the RFA. This provision appears on page 92 of the RFA, and is attached to this Petition as Attachment A.

12. On October 25, 2016 Amelia Court submitted a letter requesting extension of the deadline to complete credit underwriting for its SAIL loan to align with credit underwriting for the

Housing Credit award to Amelia Court. Florida Housing approved the extension request by e-mail dated November 22, 2016.

13. On February 27, 2017, Amelia Court submitted a letter to Florida Housing requesting extension of the SAIL loan closing deadline by one year, to April 12, 2018. Florida Housing's Board of Directors approved the SAIL loan closing extension at its March 24, 2017 Board meeting (as Item VII.C. on the Board's Consent Agenda). Amelia Court was notified of this approval by letter dated March 27, 2017. The March 27 letter advised Amelia Court of the requirement to pay a \$20,000 extension fee by April 3, 2017, and Amelia Court timely paid the fee.

14. On November 10, 2016, Florida Housing and Amelia Court had entered into a Carryover Allocation Agreement, allocating 2016 Housing Credits in an annual amount not to exceed \$2,185,789.00. The Carryover Allocation Agreement entered into by Florida Housing and Amelia Court required Amelia Court to meet several project deadlines, including deadlines for demonstrating site control; incurring at least 10 percent of the reasonably expected basis in the Development (the "10% test"); commencing construction; completing Credit Underwriting; closing the tax credit partnership; executing a Memorandum of Understanding ("MOU") with at least one designated Special Needs Referral Agency; and placing all qualified buildings within the Development in service.

15. On May 11, 2017, Amelia Court requested an extension of the deadlines for demonstrating site control and meeting the 10% test. By letter dated May 16, 2017, Florida Housing approved extensions until November 10, 2017 for these two events, and acknowledged receipt of payment of extension fees of \$10,000 for such extensions.

16. Various circumstances beyond the control of Amelia Court delayed

commencement of the larger mixed use revitalization development of which Amelia Court is a part. As a result, Amelia Court sought to exchange its 2016 housing credits. In order to exchange its 2016 credits, Amelia Court petitioned Florida Housing for a waiver of the relevant Qualified Allocation Plan provision governing when a recipient of housing credits can request an exchange of its credits. Florida Housing's Board of Directors granted that waiver at its July 28, 2017 meeting.

17. As a result of the July 2017 waiver, and the exchange of housing credits, several of the project deadlines were revised. These include:

- a. Demonstrate site control by February 28, 2018;
- b. Satisfy the 10% test by February 28, 2018;
- c. Commence construction by May 31, 2018;
- d. Finalize the credit underwriting report by May 31, 2018;
- e. Close the tax credit partnership by May 31, 2018;
- f. Execute an MOU with at least one Special Needs Referral Agency by May 31, 2018; and
- g. Place all qualified buildings in the Development in service by August 31, 2019.

18. As of the date of filing this Petition, Amelia Court anticipates demonstrating site control and satisfying the 10% test by February 28, 2018. Amelia Court expects the credit underwriting for its financing obtained through Florida Housing (SAIL, tax credits, and Development Viability Loan) to be finalized and approved at the May 4, 2018 Board meeting (prior to the current May 31, 2018 deadline for credit underwriting report approval). Amelia Court also anticipates commencing construction, closing its tax credit partnership, and executing the

required MOU by May 31, 2018.

19. The current relevant SAIL deadlines are closing the SAIL loan by April 12, 2018; and approval of the credit underwriting for SAIL by May 31, 2018. Currently, credit underwriting approval for all financing from Florida Housing (SAIL, housing credits, and Development Viability Loan) are expected to be obtained at the May 4, 2018 Board meeting. An extension of the SAIL closing deadline is needed so that the loan may be closed after the required credit underwriting is approved. Further, the extension should be of sufficient length to allow for preparation of the SAIL closing documents by FHFC's outside counsel following the May 4 Board meeting; Amelia Court requests that that extension period be until September 30, 2018 in an abundance of caution.

RULE PROVISIONS

20. The SAIL program is governed in part by portions of Rule Chapter 67-48, Fla. Admin. Code, of relevance to this request are Rules 67-48.0072(4)(c) and (27), Fla. Admin. Code. Rule 67-48.0072(4)(c) reads, in pertinent part:

For SAIL and HOME that it is conjunction with Competitive HC, the credit underwriting process and loan closing must be accomplished within frames outlined in the competitive solicitation.

Rule 67.48.0072(27) similarly reads:

For SAIL and HOME that is in conjunction with Competitive HC, upon issuance of the preliminary loan commitment, those Corporation loans and other mortgage loans related to the Development must close within the time frame outlined in the competitive solicitation.

See Attachments B and C to this Petition.

21. The competitive solicitation in which Amelia Court was awarded funding was RFA 2015-113. RFA 2015-113 contained the following provisions regarding the SAIL loan closing

deadline and extensions to that deadline:

f. Loan Closing Extension Fees:

In the event the SAIL loan does not close within the timeframe prescribed, extension fees will be assessed. The loan must close within 12 months of the date of the invitation to enter credit underwriting (preliminary loan commitment). Applicants may request one (1) extension of up to 12 months related to this closing deadline. The Corporation shall charge a non-refundable extension fee of 1 percent of the loan amount if the Board approves the request to extend the preliminary commitment beyond the initial 12 month closing deadline. . . .

RFA 2015-113, at Exhibit C, paragraph 11.f. (emphasis added). See Attachment A to this Petition.

22. Notably, this rule-adopted RFA provision requires a non-refundable 1 percent extension fee if the preliminary loan commitment is extended beyond the initial 12 month closing deadline. Amelia Court has already been assessed (and paid) the 1 percent extension fee. The RFA does not require a fee for any subsequent extensions, and Amelia Court specifically requests that it not be assessed a further extension fee for extending the SAIL loan closing date.

D. JUSTIFICATION FOR REQUESTED WAIVER

23. As noted above, RFA 2015-113 sought applications for mixed affordable and market rate housing developments which are part of a local revitalization initiative. Amelia Court will be part of a 68 acre planned development, the Creative Village Planned Development, in downtown Orlando. The Creative Village Planned Development is a mixed use development that on completion will include offices and creative studios, higher education, preschool through grade 12 education, mixed-income residential, retail and commercial uses, and a hotel.

24. A major component of the Creative Village Planned Development is the construction of a downtown campus of the University of Central Florida. The planning, design, and commencement of the development of that downtown University of Central Florida campus

was delayed at least a year due to state funding priorities. This delay, and other reasons explained by Amelia Court in its prior rule waiver petition related to the housing credit exchange, were sufficient to justify Florida Housing granting the prior requested waiver.

25. As noted, the credit underwriting report for Amelia Court is expected to be approved by Florida Housing's Board of Directors at its May 4, 2018 meeting. To the best of the undersigned's knowledge, Florida Housing retains outside counsel to prepare closing documents for SAIL financing. Of course, SAIL closing cannot occur until the after credit underwriting is approved, and SAIL closing documents are prepared, circulated for review and comment, finalized, and executed. While it is possible such steps could occur within 60 or 90 days, Amelia Court, at the suggestion of FHFC staff, is asking for an extension until September 30, 2018.

RELIEF REQUESTED

26. Amelia Court seeks to have the loan closing for its SAIL loan be extended to September 30, 2018, to allow sufficient time following credit underwriting approval for preparation of the SAIL closing documents, circulation for review and approval, and scheduling the closing.

27. Granting the requested waiver would not adversely affect any required set-asides or points considered by Florida Housing in the scoring of the Amelia Court, and would not alter the scoring by Florida Housing that qualified Amelia Court for Housing Credits and SAIL funding. The change would also not provide Amelia Court with an unfair competitive advantage over other applicants. All scoring would have been the same.

28. The requested Rule waiver will not adversely impact the Amelia Court development or the Florida Housing funding processes, and will serve the statutory purposes of the Florida Housing process. A denial of this Petition, however, would result in substantial

economic hardship to Amelia Court.

STATUTORY PURPOSE SERVED

29. Section 420.5087, Fla. Stat., created the State Apartment Incentive Loan program to provide loans to provide affordable housing to very low income persons. Section 420.507(48), Fla. Stat. states that Florida Housing shall reserve up to 5 percent of such allocation for “high-priority affordable housing projects,” and revitalization projects are considered such high-priority development.

30. Section 420.5099, Fla. Stat., designates Florida Housing as the housing credit agency, pursuant to the Internal Revenue Code, and assigns Florida Housing the responsibility to allocate and distribute low-income housing tax credits. The statute also instructs Florida Housing to adopt procedures to ensure the maximum use of housing credits to encourage the development of low-income housing.

31. In furtherance of these statutory purposes, Florida Housing established the competitive Request for Application process to allocate various forms of funding to satisfy various geographic and demographic affordable housing goals, and to achieve programmatic goals such as promoting the revitalization of urban areas.

32. Florida Housing recognizes that on occasion the original Development schedule proves to be unattainable, and allows for deadline extensions under certain circumstances. Florida Housing’s statutory purpose of financing the development of affordable housing for low income and very low income persons, will still be served by providing a short extension of the loan closing for the SAIL financing.

33. Section 420.507(22), Fla. Stat., authorizes Florida Housing to develop and administer the State Apartment Incentive Loan program. Florida Housing is specifically

authorized to underwrite credit for purposes of making SAIL loans, by both 420.57(22)(h) and Section 420.5087(2), Fla. Stat.

34. The State Apartment Incentive Loan fund was created by Section 420.5087(7), Fla. Stat., and is funded by legislative appropriation and by loan repayments, proceeds from the sale of property, and other sources from activities conducted under the SAIL program. Florida Housing may foreclose on a mortgage or security interest, or commence legal action to protect the interest of Florida Housing and of the SAIL fund and to recover the unpaid principal, accrued interest, and fees on behalf of the fund. Section 420.5087(8).

35. In short, the statutory purposes of Florida Housing's actions regarding the SAIL fund are both to make loans to affordable housing, and to protect and replenish the fund so that it will be a continuing source of funding for affordable housing developments in the future.

SUBSTANTIAL HARDSHIP

36. Amelia Court would suffer substantial economic hardship if it could not extend its SAIL closing date. Amelia Court has expended substantial sums of money in the development of this project, including the Housing Credit administrative fee of \$196,721.00; credit underwriting, preliminary recommendation letter, and extension fees; and substantial architectural engineering, permitting, and other fees. By February 28, 2018, Amelia Court will have expended in excess of \$1.5 million in fees and expenses, exclusive of the cost of land. If the Development is not constructed because of a SAIL loan closing deadline lapsing before credit underwriting approval can be obtained, Amelia Court will have expended these significant costs that it cannot recoup, which is a substantial economic hardship.

37. The waiver being sought is temporary in nature, to the extent that, once the SAIL closing deadline is extended to September 30, 2018, and SAIL closing occurs by that date (or,

more likely, well before that date), the extension period is irrelevant.

38. If Florida Housing has questions or requires additional information, Petitioner is available to provide any information necessary for consideration of this Petition.

WHEREFORE, Petitioner Amelia Court at Creative Village Partners, Ltd., respectfully requests that the Florida Housing Finance Corporation provide the following relief:

- A. Grant the Petition for Waiver and all the relief requested herein;
- B. Enter an order granting a waiver of the provisions of RFA 2015-113, incorporated into Rule 67.48.0072(4)(c), limiting an applicant to one SAIL loan closing extension request, so as to allow Amelia Court a second such extension from April 12, 2018 to September 30, 2018; and
- C. Grant such further relief as may be deemed appropriate.

RESPECTFULLY SUBMITTED this 14th day of February, 2018.

/s/ M. Christopher Bryant

M. Christopher Bryant, Attorney at Law
OERTEL, FERNANDEZ, BRYANT
& ATKINSON, P.A.

P.O. Box 1110
Tallahassee, Florida 32302
Telephone: (850) 521-0700
Facsimile: (850) 521-0720
E-mail: cbryant@ohfc.com

Counsel for Amelia Court at Creative Village, Ltd.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Petition for Waiver is being filed by electronic filing (with a copy by U.S. Mail) with the Corporation Clerk for the Florida Housing Finance Corporation, 227 North Bronough Street, Fifth Floor, Tallahassee, Florida 32301, CorporationClerk@floridahousing.org, with copies served by U.S. Mail on the Joint Administrative Procedures Committee, 680 Pepper Building, 111 W. Madison Street, Tallahassee, Florida 32399-1400, and by electronic transmission to Hugh Brown, General Counsel, Florida Housing Finance Corporation, 227 North Bronough Street, Fifth Floor, Tallahassee, Florida 32301, hugh.brown@floridahousing.org, this 14th day of February, 2018.

/s/ M. Christopher Bryant

Attorney

Attachments to Amelia Court Petition for Waiver

Attachment A – RFA 2015-113, at p. 92

Attachment B – Rule 67-48.0072(4)(c)

Attachment C – Rule 67-48.0072(27)

(2) Annual Compliance Monitoring Fee –

HC - Primary Program Fee		If SAIL Funding is also Requested - Multiple Program Fees
The annual fee to be comprised of a base fee of \$158 per month + an additional fee per set-aside unit of \$9.68 per year, subject to a minimum of \$247 per month, and includes an automatic annual increase of 3 percent of the prior year's fee. Since fees for the full Housing Credit Extended Use Period will be collected at final allocation, the fee amount is discounted at a rate of 2 percent and based upon the payment stream from the Corporation to the monitoring agent.	+	\$882

(3) Follow-up Review/Extraordinary Services fee: \$169 per hour.

e. SAIL Commitment Fees:

With respect to the SAIL Program, each Applicant to which a firm commitment is granted shall submit to the Corporation a non-refundable commitment fee of 1 percent of the SAIL loan amount upon acceptance of the firm commitment.

- (1) Non-Profit sponsors who provide a certification indicating that funds will not be available prior to closing shall be permitted to pay the commitment fee at closing.
- (2) All Applicants shall remit the commitment fee payable to the Florida Housing Finance Corporation.

f. SAIL Loan Closing Extension Fees:

In the event the SAIL loan does not close within the timeframes prescribed, extension fees will be assessed. **The loan must close within 12 months of the date of the invitation to enter credit underwriting (preliminary loan commitment). Applicants may request one (1) extension of up to 12 months related to this closing deadline.** The Corporation shall charge a non-refundable extension fee of 1 percent of the loan amount if the Board approves the request to extend the preliminary commitment beyond the initial 12 month closing deadline. In addition, each loan related to the construction of the Development must close within 120 Calendar Days of the date of the firm loan commitment. A request for an extension of the firm loan commitment may be considered by the Board for an extension term of up to 90 Calendar Days. The Corporation shall charge an extension fee of one-half of one percent of the loan amount if the Board approves the request to extend the firm commitment.

g. SAIL Loan Servicing Fees (for Applicants requesting Housing Credits and SAIL):

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be based on the current contract, including any addendum, for services between the Corporation and the Servicer(s).

- (1) Construction Loan Servicing Fees:

preliminary commitment.

(3) A response to the invitation to enter credit underwriting must be received by the Corporation and the Credit Underwriter not later than seven (7) Calendar Days after the date of the invitation. For any invitation to enter credit underwriting that is offered to an Applicant after Board approval of the list of eligible Applications that is sorted from highest funding preference to lowest, where the Applicant's response is to decline to enter credit underwriting, the result shall be the removal of the Application from the list of eligible Applications for the applicable competitive solicitation and any other funding where that list of eligible Applications will be used.

(4) If the invitation to enter credit underwriting is accepted:

(a) All Applicants shall submit the credit underwriting fee to the Credit Underwriter within seven (7) Calendar Days of the date of the invitation to enter credit underwriting. In addition:

1. Within seven (7) Calendar Days of the date of the invitation, Competitive HC Applicants shall submit the Preliminary Recommendation Letter (PRL) fee to the Credit Underwriter, and

2. Within 14 Calendar Days of the date of the invitation, Competitive HC, SAIL, EHCL, and HOME Applicants shall submit IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries to the Corporation.

(b) For Competitive HC, SAIL, EHCL, and HOME Applicants, failure to submit the required credit underwriting fee or the HC PRL fee, as applicable, by the specified deadline shall result in withdrawal of the invitation. For HOME Applicants that apply and qualify as a Non-Profit entity, the Corporation shall bear the cost of the credit underwriting review, environmental review, and legal counsel. However, if the HOME commitment is canceled for failure to adhere to rule deadlines or for reasons within the Applicant's control, the Development will be responsible for reimbursing the Corporation for fees incurred for credit underwriting, environmental review processing, and legal counsel.

(c) For SAIL, EHCL, and HOME that is not in conjunction with Competitive HC, the credit underwriting process must be completed within the time frame outlined in subsection 67-48.0072(21), F.A.C., below and the loan must close within the time frame outlined in subsection 67-48.0072(26), F.A.C., below. **For SAIL and HOME that is in conjunction with Competitive HC, the credit underwriting process and loan closing must be accomplished within the time frames outlined in the competitive solicitation.**

(5) The Credit Underwriter shall review all information in the Application and subsequently provided during the credit underwriting process, including information relative to the Applicant, Developer, Housing Credit Syndicator, General Contractor, and, if an ALF, the service provider(s), as well as other members of the Development team. The Credit Underwriter shall also request and review such other information as it deems appropriate to determine whether or not to provide a positive recommendation in connection with a proposed Development.

(6) In determining whether or not to provide a positive recommendation in connection with a proposed Development, the Credit Underwriter will consider the prior and recent performance history of the Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor in connection with any other affordable housing development. The performance history shall consider instances involving a foreclosure, deed in lieu of foreclosure, financial arrearage, or other event of material default in connection with any affordable housing development or the documents governing financing or operation of any such development.

(a) Unless the Credit Underwriter determines that mitigating factors exist, or that underwriting conditions can be imposed, sufficient to mitigate or offset the risk, the existence of the following shall result in a negative recommendation of the proposed Development by the Credit Underwriter:

1. Considering all affordable housing developments in which any party named above has been involved, if:
 - a. During the period prior to August 1, 2010, 5 percent or more of that party's developments have been the

Corporation.

(24) For SAIL, EHCL, and HOME, the Credit Underwriter's loan recommendations will be sent to the Board for approval.

(25) For SAIL, EHCL, and HOME, the Corporation shall issue a firm loan commitment within seven (7) Calendar Days after approval of the Credit Underwriter's recommendation for funding by the Board.

(26) For SAIL, EHCL, and HOME, that is not in conjunction with Competitive HC, these Corporation loans and other mortgage loans related to the Development must close within 120 Calendar Days of the date of the firm loan commitment(s), unless the Development is a Tax-Exempt Bond-Financed Development which then the closing must occur within 180 Calendar Days of the firm loan commitment(s). Unless an extension is approved by the Board, failure to close the loan(s) by the specified deadline outlined above shall result in the firm loan commitment(s) being deemed void and the funds shall be de-obligated. Applicants may request one (1) extension of the loan closing deadline outlined above for a term of up to 90 Calendar Days. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. The Board shall consider the facts and circumstances of each Applicant's request, inclusive of the Applicant's ability to close within the extension term and any credit underwriting report, prior to determining whether to grant the requested extension. The Corporation shall charge an extension fee of one (1) percent of each Corporation loan amount if the Board approves the request to extend the loan closing deadline beyond the applicable 120 Calendar Day or 180 Calendar Day period outlined above. In the event the Corporation loan(s) does not close by the end of the extension period, the firm loan commitment(s) shall be deemed void and the funds shall be de-obligated.

(27) For SAIL and HOME that is in conjunction with Competitive HC, upon issuance of the preliminary loan commitment, these Corporation loans and other mortgage loans related to the Development must close within the time frame outlined in the competitive solicitation.