Asset Management Handbook

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The Asset Management Handbook has been created to provide guidance after a project has been completed and placed in service. The Handbook should be used in conjunction with the Qualified Allocation Plan and the Plan's Supplemental documents, the Arizona Department of Housing's Compliance Manual, and any Notices of Availability of Funds ("NOFAs") that are issued by ADOH. Any term or provision herein not referenced, shall be defined as outlined in the stated documents and/or applicable regulation.

I. INTRODUCTION

The Arizona Department of Housing's ("ADOH") Asset Management Division manages a growing portfolio of nearly 1,000 rental properties throughout Arizona. For each of these properties, ADOH has either secured financing and/or invested tax credits giving ADOH a vested interest in making sure that such properties remain financially viable, solvent and in compliance with the State and Federal funding requirements.

In order to ensure fiscal responsibility with respect to significant State and Federal investments in private properties, ADOH's Asset Management Division works with property owners and other internal/external parties to review and process property financial reviews, loan payment deferral requests, ownership changes or sales, qualified contract applications, as well as debt restructures and work-outs. In addition, ADOH helps to identify strategies to minimize the emergence of trouble properties in accordance with ADOH's mission to create and preserve affordable housing.

II. OWNERSHIP CHANGE PROCEDURES

Multi-family residential properties developed using Federal Low Income Housing Tax Credits ("LIHTC"), State Tax Credits ("STC"), and/or State Housing Funds provided by ADOH require ADOH's approval for any changes to the ownership. Ownership changes include, but are not limited to, the owner, or members of the Ownership Entity, namely the managing member (for a Limited Liability Company), general partner (for a Limited Partnership), limited partner (for a Limited Partnership), or an investor member (for a Limited Liability Company), collectively referred to as "Change of Ownership." This section provides ADOH's Policies and Procedures for requesting an ownership change.

A. KEY CONSIDERATIONS

The request for a change in ownership must demonstrate that the new owner, managing member/general partner, or limited partner/investor member possess the experience and financial capacity necessary to own and operate the property consistent with ADOH's objective of providing safe, decent, affordable housing. To this end, the new owner must not be involved in any capacity in a project with any State agency that has excessive non-compliance violations, outstanding IRS 8823 Forms, or complaints about their performance and maintenance of existing projects. ADOH expects that the seller will convey the property in good condition; therefore, ADOH may only exercise its discretion to approve requests for properties in which there are no outstanding non-compliance issues.

B. SUBMITTING THE REQUEST

To request a Change of Ownership, please submit the following documents through the Asset Management Portal on ADOH's website at the following link:

https://housing.az.gov/portals/document-upload-portals/rental-properties-asset-management-upload-portal

- 1. A letter requesting a Change of Ownership and the reason(s) for the change.
- 2. Purchase and Sale Agreement or Assignment and Assumption Agreement.
- A completed ADOH Contact Sheet, which can be downloaded from ADOH's website at: https://housing.az.gov/documents-links/forms/asset-management
- 4. Evidence the equity partner(s) and/or lender(s) have approved the Change of Ownership.
- 5. An Organization Chart for both the existing and proposed entities. Organizational Charts must illustrate the relationship, whether through ownership, control, or contract within the ownership entity, between the managing member/general partner and limited partner/investor member.
- 6. A copy of the limited partnership agreement, operating agreement for a limited liability company, a development services agreement, or similar agreement.
- 7. Resumes specifically identifying the officers or key employees of the managing member or general partner demonstrating the knowledge and experience necessary to successfully manage the property.
- 8. Financial Statements for the prior two (2) years of the developer/parent company of the acquiring entity in the transaction. See below for specific requirements.
- 9. Evidence the new owner, managing member/general partner, or limited partner/investor member are duly formed legal entities authorized to transact business in the State of Arizona and in good standing with the Arizona Corporation Commission or the Arizona Secretary of State. See subsection D below for specific requirements.
- 10. Evidence the proposed property manager has attended a two-day compliance training offered by a vendor listed in the current Qualified Allocation Plan within one-year prior to submission.
- 11. Fifteen (15) years operating pro forma.
- 12. Current rent roll on the property.

C. ADMINISTRATIVE FEES

Administrative Fees to process the request may be submitted by credit card through the Payment Portal on ADOH's website or by check. The Fees are as follows:

- \$1,500 for owner or managing member/general partner change.
- \$500 for limited partner/investor member change.

D. REQUIREMENTS FOR LEGAL FORMATION AND AUTHORIZATION TO DO BUSINESS IN ARIZONA

Corporations

If the entity is a corporation, provide:

- 1. The Articles of Incorporation and Bylaws including all amendments thereto.
- 2. If the corporation was incorporated in Arizona, provide a certificate of good standing issued by the Arizona Corporation Commission confirming the legal existence of the entity as of the date of the certificate ("Certificate of Good Standing") and dated not earlier than thirty (30) calendar days prior to the submission.
- 3. An entity incorporated in another state and doing business in Arizona must submit a certificate of good standing or its equivalent from the state of incorporation confirming the legal existence of the entity dated not earlier than thirty (30) calendar days prior to the submission and a certificate of good standing to transact business in Arizona ("Certificate of Authority") for such foreign corporation, issued by the Arizona Corporation Commission and dated not earlier than thirty (30) calendar days prior to the submission.

Limited Partnerships

If the entity is a limited partnership, provide:

- 1. An executed copy of the limited partnership agreement including all exhibits and amendments thereto.
- 2. If the limited partnership was organized under the laws of Arizona, provide a certificate of existence issued by the Arizona Secretary of State confirming the legal existence of the entity ("Limited Partnership Certificate of Existence") and dated not earlier than thirty (30) calendar days prior to the submission.
- 3. A Limited Partnerships organized under the laws of another state and doing business in Arizona must submit the following: a limited partnership certificate of existence or its equivalent from the state of organization confirming the legal existence of the entity, dated not earlier than thirty (30) calendar days prior to the submission, and an Arizona Certificate of Authority from the Arizona Secretary of State dated not earlier than thirty (30) calendar days prior to the submission.

Limited Liability Companies

If the entity is a limited liability company, provide:

- 1. The Articles of Organization (or its equivalent) and Operating Agreement including all exhibits and amendments thereto.
- 2. If the limited liability company is organized under the laws of Arizona, provide a certificate of good standing, issued by the Arizona Corporation Commission confirming the legal existence of the entity ("LLC Certificate of Good Standing"), dated not earlier than thirty (30) calendar days prior to the submission.

3. A limited liability company organized under the laws of another state and doing business in Arizona must submit the following: a certificate of existence or its equivalent from the state of organization confirming the legal existence of the entity dated not earlier than thirty (30) calendar days prior to the submission and an Arizona Certificate of Good Standing issued by the Arizona Corporation Commission for such foreign limited liability company dated not earlier than thirty (30) calendar days prior to the submission.

III. FINANCIAL STATEMENT REQUIREMENTS

ADOH has established minimum requirements for the types of financial statements it receives depending on the type of financing it has provided for multi-family properties. These requirements are listed in the table below:

Property Type and/or Note Type	Audited	Unaudited*
9% or 4% LIHTC – First 15 Years	Required	
9% or 4% LIHTC – Years 16-30, no ADOH loan		Accepted
ADOH Loan – Set Payment or Cash Flow Note –	Required	
50 or more units, w/ or w/o LIHTC		
ADOH Loan – Set Payment or Cash Flow Note –		Accepted
less than 50 units, no LIHTC		
ADOH Loan – no payment until maturity		Accepted

^{*}Must be prepared on an accrual basis and at minimum, consist of a balance sheet, income statement and cash flow statement with all accompanying schedules and notes.

If more than one type of financing was provided, creating a conflict in the type of financial statement that is required, or if the property is financed with other financing sources that require audited financial statements, then an audited financial statement is required.

Financial Statements <u>are required to be submitted to ADOH through the Audited Financial Statements portal:</u>
https://housing.az.gov/portals/document-upload-portals/financial-statements-upload-portal

Audited Financial Statements and Single Audits are no longer accepted in paper form as of March 31, 2016 pursuant to IB 06-16.

IV. PROCEDURES FOR LOAN SERVICING PROCESSES

*All questions regarding procedures for loan servicing processes should be emailed to AMD@azhousing.gov

A. LOAN CONFIRMATIONS

Project owners, management companies, or their CPA's must submit requests for Loan Confirmations through the Asset Management Portal. Requests must include a cover sheet that identifies the owner, property and loan number and include the Loan Confirmation form to be completed.

B. LOAN PAYMENT DEFERRAL REQUESTS

Loans that contain a cash flow payment provision or properties experiencing financial stress may be eligible to receive a payment deferral. ADOH will consider requests to defer or modify a scheduled payment of a State Housing Fund (HOME, Housing Trust Fund, NHTF, NSP or TCAP) loan for Projects that did not generate sufficient cash flow to make the annual payment, after payment of the deductions specified in the Promissory Note, if applicable. No request for a loan deferral will be reviewed until all outstanding documents are received as outlined below are submitted through the Asset Management Portal, (Loan deferral request will not be accepted via email).

- 1. A written letter requesting a loan deferral, which must contain the loan information, requested payment year to be deferred, the name of the borrower entity, and a detailed explanation why the deferral is being requested.
- 2. A copy of the property's Audited Financial Statement for the applicable fiscal year, along with the owner's calculation of cash flow.

Based on the audited financial statement, initial underwriting, and the terms and conditions of the Promissory Note, ADOH will conduct a cash flow analysis and determine in its discretion whether, and to what extent, loan payments may be deferred. Loan deferrals will not be considered for properties that are out of compliance with applicable CC&Rs and LURAs.

C. LOAN PAYOFF REQUESTS

A project owner, management company, or any other party authorized by the owner, may submit Loan Payoffs through the Asset Management Portal. Requests for a loan payoff must include a cover sheet that identifies the owner, property, loan number, and anticipated payoff date.

D. RELEASES

If a Project has satisfied the requirements of a loan or the affordability period has expired as defined in the CC&Rs and/or LURA, the owner, management company, or any other party authorized by the owner, must submit requests for a release through the Asset Management Portal. Requests must include a cover sheet that identifies the owner, property, loan number and explanation for the requested release.

E. ADMINISTRATIVE FEES

ADOH may invoice the Owner for an Administrative Fees of \$250 in the event an existing loan requires a modification or amendment to the loan documents.

V. QUALIFIED CONTRACT PROCESS

All Qualified Low-Income Housing Projects allocated Low Income Housing Tax Credits ("LIHTC") in the 1990 tax year or later must comply with all LIHTC requirements for the duration of the Extended Use Period, a period of not less than thirty (30) years after the project is placed in service. However, the Land Use Restriction Agreement (LURA), in compliance with Section 42 (h)(6)(E) of the Internal Revenue Code ("IRC"), allows the extended use period to terminate after the initial fifteen (15) year Compliance Period by applying to the State Tax Credit allocating agency for a Qualified Contract, provided the owner did not waive such rights. IRC Section 42(h)(6)(I) provides that Project owners may apply to the state Tax Credit allocating agency for a Qualified Contract after the fourteenth year of the Compliance Period.

A. WHAT IS A QUALIFIED CONTRACT

A Qualified Contract is a Bona Fide Contract to acquire a LIHTC project for the sum of the existing debt, adjusted investor equity and other capital contributions, less project cash distributions as set forth in IRC §42(h)(6)(F).

In accordance with ADOH's administrative discretion authorized by 26 CFR 1.42-18(d) to specify conditions applicable to the qualified contract, a Bona Fide Contract offer must be a written agreement that would be legally binding upon the buyer if accepted, and which, at a minimum (i) includes a contract of sale, (ii) has a minimum purchase price equal to the Qualified Contract Price, (iii) clearly defines time frames for contingencies, and (iv) evidences that an earnest deposit has been deposited into escrow. Letters of Interest, request to negotiate, or similar non-binding offers will not be considered a Bona Fide Qualified Contract.

The "Qualified Contract Price" establishes the minimum price required by IRC Section 42. Under the Qualified Contract process, the State Tax Credit allocating agency has one year from the date of application to procure a qualified buyer to purchase the project at the Qualified Contract Price. If the agency fails to do so, it may release the project from the requirements of the LIHTC, subject to the three-year deregulation period required by IRC Section 42(h)(6)(E)(ii). The one year Qualified Contract Period shall commence only when (1) ADOH receives a complete Qualified Contract Application, which includes the receipt of any requested material, third party reports, and applicable processing fees, and (2) ADOH and Owner establish in writing a mutually agreed upon Qualified Contract Price, regardless of the date on which the applicant submits the Qualified Contract Application.

B. THE QUALIFIED CONTRACT APPLICATION PROCESS

The Qualified Contract Application process and the requirements for requesting ADOH to procure a Qualified Contract buyer to purchase a Qualified Low Income Housing Project from the owner, requires the owner to submit a Qualified Contract Application, which implements the Qualified Contract process described by IRC Section 42(h)(6)(F). Only Qualified Low-Income Housing Projects (i.e. LIHTC properties with no outstanding IRS 8823 forms) after the fourteenth year of the Compliance Period or later are eligible to apply for a Qualified Contract. The Qualified Contract Application can be found on the ADOH website at: https://housing.az.gov/documents-links/forms/asset-management

By submitting a Qualified Contract Application, the applicant agrees to the Qualified Contract process described below. To initiate the ADOH Qualified Contract Application Process, the property owner must submit the following items through the ADOH Asset Management Portal:

- 1. A cover letter describing the project and its eligibility for a Qualified Contract under IRC Section 42;
- 2. Completed application forms (parts A, B and C);
- 3. All documents and materials listed in part D "Documents and Supporting Materials";
- 4. Signed Owner's Warranties and Representations (part F);
- 5. Calculation of the Qualified Contract Price (part G), as assessed by a licensed Certified Public Accountant no more than ninety (90) days before the submission of the Application. This price may be subject to an adjustment, based on ADOH's separate appraisal and review.

C. QUALIFIED CONTRACT LURA AMENDMENT OPTION

Upon submittal of a Qualified Contract Application, the Owner will be provided with a "LURA Amendment Options Form." This Form will afford the Owner an opportunity to amend the existing LURA recorded against the Property to increase the rent and income restrictions identified in the LURA to 50% or 60% AMI through the remainder of the Extended Use Period in accordance with the initial election of the project. In other words, a LURA Amendment would allow a unit currently restricted to 20% AMI, 30% AMI, or 40% AMI to be restricted to 50% or 60% AMI. This is the **only** change that will be permitted to the LURA. The LURA Amendment shall only be available to the Owner if, the Owner property submits a LURA Amendment Options Form and a Qualified Buyer is not identified during the one-year Qualified Contract Period according to the Qualified Contract procedures identified herein.

- If Owner elects to pursue a LURA Amendment, the Project will be marketed according to the Qualified Contract procedures identified herein. If a Qualified Buyer presents a Qualified Contract during the Qualified Contract Period accepting the LURA as-is (with the existing rent and income restrictions below 50% or 60% AMI as applicable), the Buyer will be considered to be presenting a Qualified Contract, which may be accepted by the Owner. If the Owner does not accept the Qualified Contract presented by the Buyer, this action by the Owner voids the LURA Amendment Option and the Owner will be required to maintain the original rent and income restrictions for the remainder of the Extended Use Period.
- If the Owner does not elect to pursue a LURA Amendment, the Project will be marketed to potential Buyers during the Qualified Contract Period. A potential Buyer who presents a Qualified Contract would be afforded the option to pursue a LURA Amendment. If a Buyer presents a Qualified Contract accepting the LURA as-is (i.e., with the existing rent and income restrictions), that Buyer's Qualified Contract supersedes any other Qualified Contract requesting a LURA Amendment. If the Owner does not accept the Qualified Contract from the Buyer, the Owner will be required to maintain the original rent and income restrictions for the remainder of the Extended Use Period.

To pursue a LURA Amendment, the Owner must agree to the following:

- Allow the property to be marketed for the Qualified Contract Period;
- Comply with the terms of the existing LURA throughout the Qualified Contract Period;
- Execute a LURA Amendment to take effect at the end of the Qualified Contract Period with language that holds ADOH harmless as a result of any changes to the rent and income restrictions that take effect at the close of the Qualified Contract Period;
- Allow existing tenants with existing rent and income restrictions below 50% or 60% AMI as applicable, to remain in their units with the existing rent and income restrictions for a three-year deregulation period beginning at the end of the one-year Qualified Contract Period. Once the LURA Amendment is in effect, the Owner would be permitted to lease vacant units to new tenants at the 50 or 60% AMI rent and income restrictions, as applicable; and
- Tender a Legal Opinion from Owner's counsel indemnifying and holding ADOH harmless as a result of any changes to the rent and income restrictions pursuant to the LURA Amendment.

If Owner foregoes a LURA Amendment and no Buyer presents an offer to purchase the Project as-is (i.e. with the existing rent and income restrictions), a Buyer opting to pursue a LURA Amendment must agree to the following:

- Formally agrees to forego a Qualified Contract;
- Execute a LURA Amendment at the time the LURA is assigned and assumed by the Qualified Buyer with language that holds ADOH harmless as a result of any changes to the income restrictions that take effect at the close of the Qualified Contract Period;
- Allow existing tenants with existing rent and income restrictions below 50% or 60% AMI, as applicable to
 remain in their units with the existing rent and income restrictions for a three-year deregulation period
 beginning on the date they assume title of the property. Once the LURA Amendment is in effect, the
 Buyer would be permitted to lease vacant units to new tenants at the 50% or 60% AMI rent and income
 restrictions, as applicable; and
- Provide a Legal Opinion from Buyer's counsel indemnifying and holding ADOH harmless as a result of any changes to the rent and income restrictions pursuant to the LURA Amendment.

D. QUALIFIED CONTRACT FEES

The following fees must be paid through the ADOH Payment Portal or by delivering them to the ADOH office:

- A non-refundable Administrative Fee in the amount of \$15,000.00 at the time of submission of the Qualified Contract Application; and
- The applicable Professional Service Fees which will be invoiced and are due upon receipt.

Failure to remit payment of these fees may result in ADOH classifying the Qualified Contract Application incomplete, resulting in ADOH suspending or revoking the Qualified Contract Application. The one-year Qualified Contract Period will not begin until ADOH has received all applicable fees.

ADOH will not review the Qualified Contract Application until the Administrative Fee and Professional Service Fee are received. ADOH will use the Professional Fee to cover the costs of an appraisal prepared by a State-certified general appraiser and other third party reports, as deemed necessary. In the event that ADOH determines that additional third party reports are necessary, ADOH will invoice applicant for any additional amount. Failure of applicant to remit any additional amounts requested by ADOH within thirty (30) calendar days shall prevent a written request from beginning the one-year Qualified Contract Period (or, if the one-year period has already begun, shall suspend the running of the one-year Qualified Contract Period until payment is remitted). Copies of any professional reports or opinions commissioned will be provided to the applicant upon request when they are available to ADOH.

ADOH will review the third-party reports and other available information. Upon acceptance of the third-party reports, ADOH will offer the project for sale to the general public, based upon reasonable efforts, at the determined Qualified Contract Price. This includes at minimum, advertising the availability of the property on its website, issuing an information bulletin to its mailing list, and continuing its efforts until a Qualified Contract is presented to the owner or the one (1) year Qualified Contract Period has expired.

E. QUALIFIED CONTRACT APPLICATION SUSPENSION/INELIGIBILITY

In the event that the owner fails to cooperate with ADOH in marketing the property, ADOH may suspend the one year Qualified Contract Period. Failure to cooperate shall include, but is not limited to, Owner's failure to complete the application, respond to any ADOH request for documentation, and delay or refusal to allow inspections of the property by prospective purchasers.

F. QUALIFIED CONTRACT PERIOD COMPLETION

The Owner is not required to accept any purchase offers presented through ADOH; however, if the Owner rejects an offer at or above the Qualified Contract Price, the development will remain affordable throughout the term of the LURA recorded against the property.

If ADOH fails to present a Qualified Contract to purchase the project property by the end of the one year Qualified Contract Period, ADOH may issue a Partial Release and Release of Declaration of Affirmative Land Use Restriction Covenants Agreement ("Partial Release"). This document terminates and releases the LURA except as required by IRC Section 42(h)(6)(E)(ii). If any compliance issues occur at the property in violation of IRC Section 42(ii), ADOH may seek specific performance or, if consistent with the terms in the LURA, delay or suspend the Partial Release until the issues are corrected.

The execution of a Qualified Contract or passing of the one year Qualified Contract Period, shall not result in the termination of any restrictive covenant or other regulatory agreement related to a source of funding other than the program.

VI. REFINANCE REQUEST PROCESS

Project owners who desire to refinance their existing capital stack are required to obtain ADOH's written approval. To request ADOH's approval, please submit the following documents through the Asset Management Portal (https://housing.az.gov/portals/document-upload-portals/rental-properties-asset-management-upload-portal).

- 1. A cover letter providing an overview of the refinance with the targeted closing date;
- 2. A copy of the lender's term sheet, commitment letter or loan documents that outline the terms and conditions of the proposed financing;
- 3. A copy of the 15-year Proforma;
- 4. A copy of the last two-years of Audited Financial Statements with a current interim financial statement (balance sheet and income statement);
- 5. A copy of the preliminary title report with the contact information of the escrow and title officers;
- 6. A copy of the Subordination Agreement if (1) ADOH financing is part of the project's capital stack and (2) ADOH's loan being paid off or the proposed lender requiring it to be subordinated;
- 7. Please download and update ADOH's Contact Sheet. (https://housing.az.gov/sites/default/files/documents/files/ADOH-Contact-Sheet.pdf).

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Refinance request must be submitted at least 30-days prior to the anticipated closing.

ADMINISTRATIVE FEE

An Administrative Fee of \$250 may be invoiced to process the request, if the request requires the modification or amendment of Department loan documents or the review of a Subordination Agreement.

VII. HOMEOWNERSHIP CONVERSION PROCESS

For those projects that originally applied and were allocated LIHTCs with a Homeownership Conversion Option, a property owner may convert rental units to homeownership units following the initial 15-year federal compliance period for all buildings under the LIHTC program. Existing qualifying tenants will have the right to exercise a Right of First Refusal ("ROFR") as provided for in IRC Section 42(i)(7).

Owners who choose to proceed with a Homeownership Conversion Request will be required to submit the following information through the Asset Management Portal (https://housing.az.gov/portals/document-upload-portals/rental-properties-asset-management-upload-portal):

- 1. A cover letter request;
- 2. Confirmation that the Investor Member or Limited Partner has exited the partnership;
- 3. Separate legal descriptions for each unit, along with a survey and/or subdivision map;
- 4. A copy of the sample Purchase Agreement to be used. The minimum purchase price for a qualified tenant exercising their ROFR will be the sum of the property's outstanding debt and any taxes due upon the sale of the property as per IRC Section 42(i)(7)(B);
- 5. Evidence of tenant's income qualifications. The tenant exercising the ROFR to purchase must be a tenant of the project and demonstrate their financial ability to purchase;
- 6. A Relocation Plan for tenants that do not want to purchase a unit. Relocation Plans must include the process for tenants that would voluntarily relocate to a comparable unit and address tenants who desire to remain in the units through the Extended Use Period.
- 7. A Legal Opinion from Owner's legal counsel opining that the project as described to be sold is permitted under IRC Section 42; and
- 8. If the Project resides on Tribal Land, the Owner must include:
 - Written approval to convey/sell project units from the U.S. Department of the Interior, Bureau of Indian Affairs ("BIA").
 - A copy of the Land Lease and Building Deed.

The items listed above are considered Pre-Conversion due diligence items, which allow ADOH and Owner to review/approve the Project documentation in anticipation of a tenant purchase.

Once the Owner has a tenant or tenants prepared to exercise the ROFR, the Owner must provide the following documents for each purchaser and unit:

- 1. A request for the Partial Release of the LURA, as units are sold;
- 2. A copy of the fully executed Purchase Agreement;
- 3. A copy of the Title Insurance Policy;
- 4. A copy of the Preliminary Settlement Statement with a Certified Final Settlement Statement provided post-closing; and
- 5. If the Project resides on Tribal Land:
 - o A copy of the fully executed Land Lease between the Tribe and Homeowner;
 - o A copy of the certified TSR, once recorded with the BIA/LTRO; and
 - If the BIA requires an Environmental Assessment to be completed, a copy is to be provided for ADOH's record.

If the project has vacant units, those units must be made available for rent to income-qualified tenants, regardless of whether they want to purchase the unit. To exercise the ROFR, the purchaser must first be a tenant. Thus, tenants are subject to the initial lease requirements prior to being eligible to purchase.

ADMINISTRATIVE FEES

ADOH may invoice a one-time Administrative Fee of \$500 for the review and setup of the Homeownership Conversion Process.

VIII.OTHER MATERIAL CHANGES

For all Other Material Changes to a project caused by unforeseeable circumstances, please submit through the Asset Management Portal a written request that includes a detailed explanation of the request and any supporting documentation. Other Material Changes may include, but are not limited to, changes in amenities, a change in services, a change in the project design, the imposition of extraordinary governmental rules or regulation, or the annexation of land for an easement.

ADMINISTRATIVE FEE

ADOH may assess an Administrative Fees of \$500 to process the request.