

October 7, 2016

Community Development Administration
7800 Harkins Road
Lanham, MD 20706

Manufacturers and Traders Trust Company
25 South Charles Street
Baltimore, MD 21201

\$12,000,000
COMMUNITY DEVELOPMENT ADMINISTRATION
MARYLAND DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT
Multifamily Development Revenue Bonds
(St. James Terrace Apartments)
Series 2016 J

Ladies and Gentlemen:

The undersigned (the “Investor”) hereby acknowledges receipt of \$12,000,000 in aggregate principal amount of the above-referenced bonds (the “Bonds”).

The undersigned acknowledges that the Bonds were issued for the purpose of making a loan to assist in the financing of the acquisition and rehabilitation of a certain 151-unit multifamily residential rental facility located in Baltimore City, Maryland (the “Project”), as more particularly described in that certain Financing Agreement dated as of October 1, 2016 (the “Financing Agreement”), among the Community Development Administration (the “Administration”), a unit of the Division of Development Finance of the Department of Housing and Community Development, a principal department of the State of Maryland (the “Department”), Manufacturers and Traders Trust Company, a New York banking corporation with trust powers and having a corporate trust office in Baltimore, Maryland, as trustee (the “Trustee”), and St. James Apartments LP, a Maryland limited partnership, together with its permitted successors and assigns (the “Borrower”). The Bonds are issued pursuant to the Trust Indenture dated as of October 1, 2016 (the “Indenture”), by and between the Administration and the Trustee, which creates a security interest in the trust estate described therein (the “Trust Estate”) for the benefit of the owners of the Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

In connection with the purchase of the Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

2. The Investor is (i) a “qualified institutional buyer” as defined in Rule 144A of the Securities Act of 1933, as amended (the “1933 Act”) (such qualified institutional buyer is a “Qualified Institutional Buyer”); (ii) an “accredited investor” as defined in Rule 501(a)(1) or (2) of Regulation D of the 1933 Act (an “Accredited Investor”) and not an individual; (iii) an entity that the Administration has approved in writing to purchase the Bonds; or (iv) the initial Purchaser or any affiliate or agent thereof, which is either a Qualified Institutional Buyer or an Accredited Investor (each, a “Permitted Transferee”).

The Investor further understands and acknowledges that, without the prior written consent of the Administration, the Bonds may be sold, transferred or otherwise disposed of (in whole but not in part) only to a Permitted Transferee, provided that such Permitted Transferee, in connection with any proposed purchase of the Bonds, must first execute and deliver to the Administration and the Trustee an investor letter substantially in the form of this Investment Letter with no revisions except as may be approved in writing by the Administration. For purposes hereof, an “Affiliate” with respect to an entity is an entity that controls, is controlled by, or is under common control with such entity, and “control” (including the correlative meaning of “controlled by” or “under common control with”) means effective power, directly or indirectly, to direct or cause the direction of the management and policies of such other entity.

3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds for its own account and for an indefinite period of time. The Investor understands that it may need to bear the risks of this investment, including without limitation, bankruptcy risks, for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating obtained by the Administration from any rating service and (d) will be delivered in a form that is not readily marketable.

5. The Investor understands that the Bonds are special obligations of the Administration and that the Bonds are not a debt of and do not pledge the faith, credit or taxing power of the State of Maryland, the Department, the Administration or any

political subdivision thereof, but are payable solely from the revenues and assets provided for in the Indenture.

6. The Investor has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Borrower, the Project and the Bonds. The Investor has not relied upon the Administration for any information, including without limitation any financial statements or other financial information, in connection with its purchase of the Bonds.

7. The Investor acknowledges that neither the Administration nor the Borrower has prepared or approved any offering document with respect to the Bonds.

8. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor and other material factors affecting the security and payment of the Bonds. The Investor is aware that the business of the Borrower involves certain economic variables and risks, including without limitation, bankruptcy risks, that could adversely affect the security for the Bonds.

9. The Investor hereby expressly waives any right to receive any information from the Administration and hereby irrevocably releases and relieves the Administration, its officers, employees and agents of any liability for failure to provide such information. The Investor understands that the holders of the Bonds have no right to demand payment from the Administration for any sums other than those limited rights described in the Bonds and the Indenture.

10. None of the Administration, its officers, employees or agents or counsel or Bond Counsel will have responsibility to the Investor for the accuracy or completeness of information obtained by the Investor from any source, except for the representations of the Administration in the Indenture and the Financing Agreement and the opinions of the Administration's counsel and its Bond Counsel delivered in connection with the issuance of the Bonds, regarding the Project, the Administration, the Borrower, or their assets, businesses, circumstances, or financial condition, or regarding the Bonds, the provision for payment thereof, or the sufficiency of any security therefor. The Investor has assumed responsibility for obtaining such information and making such review as the Investor has deemed necessary or desirable in connection with its decision regarding the purchase of the Bonds.

11. The Investor hereby waives the requirement of any "due diligence investigation or inquiry" by the Administration, by its officers, employees and agents and by counsel to the Administration and Bond Counsel in connection with the authorization, execution, delivery of the Bonds and the Investor's receipt of the Bonds, except in connection with the delivery of legal opinions by the Administration's counsel or its Bond Counsel.

12. The Investor understands that upon any sale or disposition of the Bonds by the Investor (in whole but not in part), neither the Administration nor Bond Counsel shall be responsible for disclosing any information with regard to such sale or disposition of the Bonds by the Investor. The Investor acknowledges that it has the right to sell and transfer the Bonds, in whole but not in part, in accordance with the terms of the Indenture and as set forth herein.

Very truly yours,

WELLS CAPITAL MANAGEMENT, INC.

By:



Gilbert Southwell
Vice President

[SIGNATURE PAGE TO ST. JAMES TERRACE APARTMENTS INVESTOR LETTER]