A.1
Revitalization Area Documentation
Revitalization Area

General Instructions
Revitalization areas are defined in Virginia Code §36-55.30:2.A.

Designation
To qualify for revitalization area points, select one of the following (and provide adequate documentation):

1. The development is located in a Qualified Census Tract, as defined by HUD.

2. The development is located in a census tract wherein 70% or more of the families have incomes which are ≤ 80% statewide median income. NOTE: these census tracts are included in the definition of targeted area for single-family lending purpose, but do not include ACEDS.

3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries.

4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone.

5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development’s location within the revitalization area. See language below.

The above-referenced development is located in a Revitalization Area in the Town/City/County of _________________, Virginia. The revitalization area is (i) either (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, or (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

Delete the language that does not apply, (i)(1) or (i)(2) above.

Please see attached supporting documentation.
Census Tract Details

The address entered is situated in Census Tract 616, Suffolk city, Virginia.

Is it eligible for elderly or general properties due to poverty exceeding 10%? No

This location falls within the Tidewater MSA geographic pool. It is also subject to current cost limits of $210,450 per unit for new construction or adaptive reuse and $100,204 per unit for acquisition/rehabilitation projects.

Additional Information regarding this site:

- Is it located within the VAECCAP Pool? Yes
- Is it located within a Qualified Census Tract / QCTP? Yes
- Is it located within a Planning District? Yes
- Is it located within a State Senate District? Yes
- Is it located within a State House District? Yes
A.2
Location Map
Tidewater Fair Apartments II, L.P. dba October Station Apartments

2059 Freeney Avenue, Suffolk, VA 23434
A.3

Surveyor’s Certification of Proximity to Transportation
Surveyor's Certification of Proximity to Transportation

DATE: February 19, 2016

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, VA 23220-6500

RE: 2016 Tax Credit Reservation Request
Name of Development: October Station
Name of Owner: Tidewater Fair Apartments II, L.P.

Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that the main street boundary entrance to the property is within:

☐ 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; or

☒ 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

John E. Sirine and Associates, LTD.

Firm Name

By: Jeffrey D. Williams

Its: President – Licensed Land Surveyor
Title
Partnership Agreement or Operating Agreement (Mandatory)

- Include ownership structure chart (org chart) w/ % of interests
OPERATING AGREEMENT
OF
KING WILLIAM PLACE, LLC

This Operating Agreement (“Agreement”) of King William Place, LLC, a Virginia limited liability company (the “Company”), is made and entered into as of February 26, 2016, by and between King William Place Advisors, LLC, a Virginia limited liability company, as the Managing Member, and Mark-Dana Corporation, a Virginia nonstock corporation, as the Investor Member (collectively, the “Initial Members”).

Article I.
Operating Agreement and Purpose

A. Formation. The Members acknowledge and affirm the formation of this limited liability company by the issuance of a Certificate of Organization on January 25, 2016 and execute and adopt this Agreement pursuant to the Virginia Limited Liability Company Act, Section 13.1-1000 et seq., as amended and in force from time to time (the “Act”).

B. Name. The name of the limited liability company is King William Place, LLC (the “Company”).

C. Purpose. The primary purpose of the Company is to acquire, finance, develop, own, maintain, improve, operate, lease and, if appropriate or desirable, sell or otherwise dispose of certain interests in real and personal property, specifically including a certain piece or parcel of real estate located at the southeast quadrant of King William Park Road and King William Road, Central Garage, King William County, Virginia, which is more particularly described in Exhibit A attached hereto. The Company may engage in any and all other lawful activities as may be necessary, incidental or convenient to carrying out the business of the Company as contemplated by this Agreement. The Company may also pursue any other lawful activity that is approved by the Members.

D. Office. The principal office of the Company shall be located at 26302 Oak Ridge Drive, Suite 100, Spring, TX 77380, or at such other place as the Managing Member may from time to time designate. The Company may have other offices at any place of places as may be determined by the Managing Member.

E. Term. The term of the Company commenced on the date of issuance of the Certificate of Organization by the Virginia State Corporation Commission, and shall continue for so long as is provided for in the Articles of Organization, unless sooner dissolved and terminated as provided in this Agreement.

F. Tax Matters Member/Partner. To the extent that such a designation is required pursuant to the Code or the Regulations, the parties hereto agree to the designation of the Managing Member as the Tax Matters Member of the Company who shall fulfill the role of a “tax matters partner” pursuant to Section 6231 of the Internal Revenue Code of 1986, as amended, (the “Code”), with full power and authority to act on behalf of the Company and the Members in such capacity.
L. **Headings.** The headings, subheadings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

M. **Entire Agreement.** This Agreement contains the entire understanding between the Members and supersedes any prior written or oral agreements between them respecting the subject matter within. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Members relating to the subject matter of this Agreement, which are not fully expressed herein.

The undersigned, being the Initial Members of the Company, hereby agree, acknowledge and certify that the foregoing Operating Agreement, including the attached Schedule, constitutes the sole and entire Operating Agreement of the Company, adopted as of the date first above written.

*Signature page to follow*
MEMBERS:

KING WILLIAM PLACE ADVISORS, LLC,
a Virginia limited liability company,

By: Mark-Dana Corporation,
a Virginia Corporation,
its Managing Member

By: ____________________________
Name: David Mark Koogler
Title: President

MARK-DANA CORPORATION,
a Virginia Corporation

By: ____________________________
Name: David Mark Koogler
Title: President
## Schedule A

**Capital Contributions and Membership Interests**

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>Capital Contribution</th>
<th>Membership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>King William Place Advisors, LLC</td>
<td>$10.00</td>
<td>0.01%</td>
</tr>
<tr>
<td>26302 Oak Ridge Drive, Suite 100,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring, TX 77380</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mark-Dana Corporation</td>
<td>$100.00</td>
<td>99.99%</td>
</tr>
<tr>
<td>26302 Oak Ridge Drive, Suite 100,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring, TX 77380</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Virginia SCC Certification
(Mandatory)
STATE CORPORATION COMMISSION

Richmond, January 23, 2014

This is to certify that the certificate of organization of

Church Street Station Studios, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 23, 2014

State Corporation Commission
Attest:

[Signature]
Clerk of the Commission

CISECOM
Previous Participation Certification (Mandatory)
Previous Participation Certification

INSTRUCTIONS:
1. This certification must be completed by all applicants, regardless of any principal’s inclusion on the Developer Experience List.
2. This certification must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the Application. VHDA will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
3. Attach a resume for each principal of the General partnership (GP) or limited liability company (LLC) and an organization chart for the limited partnership (LP) and LLC.
4. A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
5. For each property for which uncorrected 8823’s have been issued, attach a detailed explanation of the nature of the non-compliance, stating whether or not it has been resolved.
6. List only tax credit development experience since 1999 (i.e., for the past 15 years)
7. The date of this certification must be no more than 30 days prior to submission of the LIHTC Application.

DEFINITIONS:
For the purpose of this Certification, the following definitions shall apply:

Development shall mean the proposed multifamily rental housing development identified above.

Participants shall mean the principals who will participate in the ownership of the development.

Principal shall mean any person (including any individual, joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity) that (i) with respect to the proposed development, will own or participate in the ownership of the proposed development or (ii) with respect to an existing multifamily rental property, has owned or participated in the ownership of such property, all as more fully described hereinbelow. The person who is the owner of the proposed development or mult familiy rental property is considered a principal. In determining whether any other person is a principal, the following guidelines shall govern:

1. In the case of a partnership which is a principal (whether as the owner or otherwise), all general partners are also considered principals, regardless of the percentage interest of the general partner;
2. In the case of a public or private corporation or organization or governmental entity that is a principal (whether as the owner or otherwise), principals also include the president, vice president, secretary, and treasurer and other officers who are directly responsible to the board of directors or any equivalent governing body, as well as all directors or other members of the governing body and any stockholder having a 25% or more interest;
3. In the case of a limited liability company (LLC) that is a principal (whether as the owner or otherwise), all members are also considered principals, regardless of the percentage interest of the member;
4. In the case of a trust that is a principal (whether as the owner or otherwise), all persons having a 25% or more beneficial ownership interest in the assets of such trust;
5. In the case of any other person that is a principal (whether as the owner or otherwise), all persons having a 25% or more ownership interest in such other person are also considered principals; and
6. Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.
CERTIFICATIONS:
I hereby certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith including the data contained in Schedule A and any statements attached to this certification.

1. I further certify that for the period beginning 10 years prior to the date of this Certification:
   a. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
   b. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
   c. At no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
   d. To the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
   e. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
   f. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
   g. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and
   h. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.

2. I further certify that none of the participants is a Virginia Housing Development Authority (VHDA) employee or a member of the immediate household of any of its employees.

3. I further certify that none of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or (in the case of a multifamily rental housing property assisted by any federal or state governmental entity) which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.

4. I further certify that none of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.

5. I further certify that none of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823s.

6. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars ($1,000,000).

7. Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion, I have attached a true and accurate statement to explain the relevant facts and circumstances.

Failure to disclose information about properties which have been found to be out of compliance or any material mis-representations are grounds for rejection of an application and prohibition against future applications.

[Signature]

Date 3/3/2016

[Printed Name]

(date must be no more than 30 days prior to submission of the Application)
Non-profit Questionnaire (Mandatory)
Non-profit Questionnaire

Part II, 13VAC10-180-60, of the Qualified Allocation Plan (the “Plan”) of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended (the "Code") establishes certain requirements for receiving Credits from the non-profit Pool established under the Plan and assigning points for participation of a non-profit organization in the development of qualified low-income housing.

Answers to the following questions will be used by the Authority in its evaluation of whether or not an applicant meets such requirements. Attach additional sheets as necessary to complete each question.

1. General Information

a. Name of development: Essex Manor Apartments

b. Name of owner/applicant: Essex Manor Apartments, L.L.C./People Incorporated Housing Group

c. Name of non-profit entity: People Incorporated Housing Group

d. Address of principal place of business of non-profit entity:
1173 W Main Street Abingdon, VA 24210

Indicate funding sources and amount used to pay for office space:
Each program run by People Incorporated pays a pro-rated share of office space from each own funding source.

e. Tax exempt status: □ 501(c)(3) □ 501(c)(4) □ 501(a)

f. Date of legal formation of non-profit (must be prior to application deadline); 03/22/2002

evidenced by the following documentation:
State Corporate Commission letter available upon request.

g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):
6/29/2003

h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):
The purpose of the corporation is affordable community housing development and improvement for low- to moderate-income families.

i. Expected life (in years) of non-profit:
Perpetual
Non-profit Questionnaire, cont’d

b. **Is the non-profit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?**

   - Yes  [ ] No  If yes, explain in detail:

   - [Blank line]

   - [Blank line]

c. **Has any for-profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the non-profit?**

   - Yes  [ ] No  If yes, explain:

   - [Blank line]

   - [Blank line]

d. **Does any for-profit organization or local housing authority have the right to make such appointments?**

   - Yes  [ ] No  If yes, explain:

   - [Blank line]

   - [Blank line]

e. **Does any for-profit organization or local housing authority have any other affiliation with the non-profit or have any other relationship with the non-profit in which it exercises or has the right to exercise any other type of control?**

   - Yes  [ ] No,  If yes, explain:

   - [Blank line]

   - [Blank line]

f. **Was the non-profit formed by any individual(s) or for profit entity for the principal purpose of being included in the non-profit Pool or receiving points for non-profit participation under the Plan?**

   - Yes  [ ] No

   - [Blank line]

   - [Blank line]

g. **Explain in detail the past experience of the non-profit including, if applicable, the past experience of any other related non-profit of which the non-profit is a subsidiary or to which the non-profit is otherwise related (by shared directors, staff, etc.):**

   People Incorporated of Virginia provides services through 27 programs to low- and moderate-income individuals and families. Many of these programs are offered through the agency’s subsidiaries: People Incorporated Housing Group, a CHDO, and People Incorporated Financial Services, a CDFI. An annual report is available upon request.

h. **If you included in your answer to the previous question information concerning any related non-profit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit.**

   People Incorporated of Virginia was formed on August 11, 1964 and 501(c)(3) status was received on November 19, 1965. People Incorporated Financial Services was formed on March 31, 2000 and 501(c)(3) status was received on November 25, 2002. The expected lives of both agencies are perpetual. People Incorporated of Virginia is the sole member of both agencies.

3. **Non-profit Involvement**
Non-profit Questionnaire, cont’d

q. Has the non-profit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the VHDA Housing Funds? ☐ Yes ☐ No If yes, explain:

Pulaski Village, 2008: Valley Vista, Jonesville Manor, 2009: Riverside Place Apartments, 2010: Toms Brook School Apartments

r. Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area’s housing needs and resources? ☐ Yes ☐ No If yes, explain the need identified:

s. Has the non-profit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community? ☐ Yes ☐ No If yes, explain the plan:

5. Attachments

Documentation of any of the above need not be submitted unless requested by VHDA

The undersigned Owner and non-profit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for non-profit participation contained in the Plan or Section 42 of the Internal Revenue Code.

29 Feb 16
Date

Owner/Applicant

By: Robert G. Goldsmith

Its: President & CEO

Title

2/23/2016
Date

People Incorporated Housing Group

By: Board Chairman

Non-profit
People Incorporated Housing Group
2015-2016

David McCracken - Chair
518 S. Monte Vista Drive, #6
Glade Spring, VA 24340
Cell: 276-356-1856
Phone: 276-429.5480
dmac1960@embarqmail.com

Anne Murray
16173 Gilbert Drive
Abingdon, VA 24210
cell: 276-356-7949

Dennis Morris - Secretary
1685 Brook Creek Rd
Toms Brook, VA 22660
e-mail: demorris@shentel.net
telephone: 540.436.9149
Cell: 540.335.0526
Fax: 540.436.3101

Roger Blackstone, Vice-Chair
1068 West Dante Hollow
Nora, VA 24272
276-495-7664

Walter Mahala
26101 Old Saltworks Rd
Abingdon, VA 24210
423.727.7387
276.685.9036 cell
Kathy (wife – CVS Pharmacy – 628.8119

John Ayers
115 Lou Jake Lane
Edinburg, VA 22824
john.ayers20@gmail.com
Cell: 540-335-2416
Home: 540-984-8357

Wayne Perry
Highlands Union Bank
P. O. Box 1128 (340 W. Main)
Abingdon, VA 24212
276-628-9181 ext 81120
276-619-2102 fax
Email: wperry@HUBank.com

Christy Whitaker
14 Heritage Drive, Apt. 28
Bristol, VA 24201
276-644-1741
Cell: 276-494-7095
Email: christywhitaker@live.com

Jan Selbo - Treasurer
320 Hospital Drive
Alice Jane Childs Building
Warrenton, VA 20186
540.422.8401
fax: 540.422.8449
Janis.selbo@dss.virginia.gov

Kathy (wife – CVS Pharmacy – 628.8119

Email: cutnray@msn.com

Winona Fleenor
Virginia Highlands Community College
P. O. Box 828
Abingdon, VA 24212
(276) 739-2493
wfleenor@vhcc.edu

Chris Shortridge
(1025 Maple Street)
P. O. Box 288
Grundy, VA 24614
276.935.8437
276.935.4286
Email: ciproperties@verizon.net
Cell: 276.701.0112

Addie Whitaker
14844 Buttonwood Court
Woodbridge, VA 22193
cell: 571-643-2912
(14855 Buttonwood Court
Home: 703-670-2535
Email: cutnray@msn.com

Jan Selbo - Treasurer
320 Hospital Drive
Alice Jane Childs Building
Warrenton, VA 20186
540.422.8401
fax: 540.422.8449
Janis.selbo@dss.virginia.gov
People Incorporated Housing Group
2015-2016

Catherine Brillhart
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Bristol, VA 24201
276-466-9541
Cell: 276-591-6952
Email: catherine.brillhart@bristolva.org

Tony Hooper
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Fredericksburg, VA 22406
540.373.1047
email: NThooper@gmail.com

Vicki Porter
P. O. Box 1208
Lebanon, VA 24266
276.889.8200
Cell: 276.219.2784
Home: 276.794.7923
Email: vicki.porter@russellcountyva.us

Larry Yates
P. O. Box 278
Haysi, VA 24256
276.865.5187
276.865.9808
Cell: 276.345.2052
Email: haysimayor@dcwin.org
F

Architect’s Certification
(Mandatory & Points)
INSTRUCTIONS FOR THE COMPLETION OF APPENDIX F
ARCHITECT’S CERTIFICATION

(This Form Must Be Submitted Under Architect’s Letterhead and included in the Application – Tab F)

NOTE: If the development includes any combination of New Construction, Rehabilitation or Adaptive Reuse, then separate Architect Certifications must be provided for each construction type.

The proper completion of this certification is critical to calculate the average unit square feet and net rentable square feet of each unit type, to document amenity items for which points will be awarded, and to calculate certain elements of the efficient use of resources points.

If this certification is not completed correctly there may be loss of points or disqualification of the application to compete for tax credits. If this development receives an allocation of tax credits and items are not provided as indicated on this certification then VHDA may, at its sole option, require the payment by the Owner of an amount up to 10% of the Total Development Cost (as set forth in the Application) of the development as liquidated damages for such violation or the total loss of credits may result. Therefore, it is imperative that this certification reflect the true and accurate intent of what will be provided in return for an allocation of tax credits.

Each section of this certification contains instructions on how the information should be provided. For Unit Size Calculations, the Average Unit Square Feet and Net Rentable Square Feet should be listed to two (2) decimal places. The number of units indicated should be only the units for which rent will be collected. For Average Unit Square Feet calculations, the Total Square Feet should equal the Average Unit Square Feet multiplied by the Number of Units/Type. The total at the bottom of the Total Square Feet column should equal item (D) on the same page of the certification, or be within 1 digit due to rounding. The total at the bottom of the Number of Units/Type column should equal the number of units in the tax credit application.

Accessibility certifications on page 8 are for tax credit point categories only and are not to be confused with minimum code requirements.

The architect signing this document is certifying that all unit and site amenities indicated in this certification are incorporated into the development plans and specifications and unit-by-unit work write-up, and that all products necessary to fulfill these representations are available for these purposes.

The individual who certifies this information must initial the pages where indicated, provide the personal information requested and sign on the last page. This certification should not be mailed separately to VHDA but returned to the developer for inclusion in the tax credit application.

(Acknowledge and include this instruction sheet as part of the certification)

Acknowledged: __________________________
Printed Name: David Layman
TO: Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23226-6500  
Attention: Jim Chandler

RE: ARCHITECT’S CERTIFICATION  
Name of Development: Bermann Pointe II  
Address of Development: 3150 Warwick Blvd, Newport News, VA 23607  
Name of Owner/Applicant: Bermann Pointe II Limited Partnership

The above-referenced Owner has asked our office to provide this certification regarding (i) plans and specifications, (ii) the development square footage, average unit square footage and net rental square footage, (iii) the amenities the development will have upon completion, and (iv) federal and state requirements pertaining to development accessibility for persons with disabilities. This certification is rendered solely for the confirmation of these items. It is understood it will be used by the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under VHDA’s Qualified Allocation Plan for housing tax credits and future consequences for failure to provide items certified below.

Plans and Specifications:

Required documentation for all properties (new construction, rehabilitation and adaptive reuse)

1. A location map with property(ies) clearly defined.
2. A site plan showing overall dimensions of main building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required. For combination 4% and 9% properties, site plan must show all elements of both properties labeled so that the elements are distinguishable as to 4% and 9%.
3. Sketch plans of main building(s) reflecting overall dimensions of:
   a. Typical floor plan(s) showing apartment types and placement
   b. Ground floor plan(s) showing common areas;
   c. Sketch floor plan(s) of typical dwelling unit(s);
   d. Typical wall section(s) showing footing, foundation, wall and floor structure.
   Notes must indicate basic materials in structure, floor and exterior finish.

Plans must be complete enough to reflect dimensions so that square footages may be calculated.

In addition: required documentation for rehabilitation properties

A unit-by-unit work write-up.

[Initials]

1. 2015
2. 2015
ARCHITECT’S CERTIFICATION, continued

This certification includes two (2) separate calculations of square footage:

1. **Average Gross Unit Square Feet**:
   Measurements include A Prorata Share of Heated Residential Common Area
   and reflect all floor plans of each unit type (1-BR, 2-BR, etc.) measured from the interior face of the unit perimeter walls.

2. **Net Rentable Square Feet**:
   Measurements do not include a prorata share of any common area and reflect all floor plans of each unit type (1-BR, 2-BR, etc.) measured from the outside face of exterior walls and the centerline of any party walls. All unheated spaces (B) and nonresidential, (income producing commercial spaces) (C) were subtracted from this measurement. Community rooms, laundry rooms, property management offices and apartments, heated maintenance facilities, and other common space designed to serve residential tenants were not deducted. Based on this procedure, I certify the following calculations in determining the usable heated square feet for the above referenced development:

<table>
<thead>
<tr>
<th>Description</th>
<th>Area (sq. ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total gross floor area for the entire development</td>
<td>52,064.00</td>
</tr>
<tr>
<td>Unheated floor area (breezeways, balconies, storage)</td>
<td>6,708.00</td>
</tr>
<tr>
<td>Nonresidential, (commercial income producing) area</td>
<td>0.00</td>
</tr>
<tr>
<td>Total residential heated area (sq. ft.) for the development</td>
<td>45,356.00</td>
</tr>
</tbody>
</table>

**INSTRUCTIONS FOR AVERAGE UNIT SQUARE FEET CALCULATIONS:**

Provide the average unit size for each bedroom type, (1 bedroom elderly, 2 bedroom garden, 3 bedroom townhouse, etc.) by adding the total square feet of all the same bedroom types (2 bedroom garden with 1 bath and 2 bedroom garden with 2 baths) and adding the prorated share of heated common residential space and divide by the total number of the same bedroom types (2 bedroom garden). Do not alter any items below.

<table>
<thead>
<tr>
<th>Unit Types</th>
<th>Average Unit Sq. Ft. *</th>
<th>Number of Units Type</th>
<th>Total Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supportive Housing</td>
<td>0.00</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>1 Story/EFF-Elderly</td>
<td>0.00</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>1 Story/1 BR-Elderly</td>
<td>0.00</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>1 Story/2 BR-Elderly</td>
<td>0.00</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Efficiency Elderly</td>
<td>0.00</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>1 Bedroom Elderly</td>
<td>0.00</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>2 Bedrooms Elderly</td>
<td>0.00</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Efficiency Garden</td>
<td>0.00</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>1 Bedroom Garden</td>
<td>0.00</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>2 Bedrooms Garden</td>
<td>957.30</td>
<td>27</td>
<td>25,847.16</td>
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<tr>
<td>3 Bedrooms Garden</td>
<td>1,210.30</td>
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<td>19,508.84</td>
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<tr>
<td>4 Bedrooms Garden</td>
<td>0.00</td>
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<td>0.00</td>
</tr>
<tr>
<td>2+ Story 2 BR Townhouse</td>
<td>0.00</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>2+ Story 3 BR Townhouse</td>
<td>0.00</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>2+ Story 4 BR Townhouse</td>
<td>0.00</td>
<td>0</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Total 43 Total 45,356.00

* Including pro rata share of heated, residential common area

Dev. Name: Brennan Points II

Initials

v1.1.2015
ARCHITECT'S CERTIFICATION, continued

2. **Net Rentable Square**
   For purposes of calculating **Net Rentable Square Feet**, the units were measured from the face of each unit perimeter wall. The values below therefore indicate the actual square footage of each unit floor plan. (For example, there may be 2 distinct 1-bedroom floor plans, 3 distinct 2-bedroom floor plans, etc. The purpose of this section of the Architect Certification is to document and certify the floor space attributable to residential rental units in the development.)

Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space** 100.00%

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Floor Plan</th>
<th>Number of Units</th>
<th>Total</th>
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<tr>
<td>Efficiency</td>
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Dev. Name:  Breman Points II

Initials __________

v1.1.2015 4
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<thead>
<tr>
<th>Bedroom</th>
<th>Rentable Square Feet</th>
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</tr>
</tbody>
</table>

Total: 43

43,279.00

Dev. Name: Bronson Points II
Initials

v1.1.2015
ARCHITECT’S CERTIFICATION, continued

Development Amenities:

I certify that the development’s plans and specifications, work write-up, and proposed budget incorporate all items from VHDA’s most current Minimum Design and Construction Requirements. In the event the plans and specifications and/or work write-up do not include VHDA Minimum Design and Construction Requirements, then those requirements still must be met, even though the application is accepted for credits. Please note that this may cause the Application to be ineligible for credits. The Requirements apply to any new, adaptive reuse or rehabilitated development (including those serving elderly and/or physically disabled households).

The Minimum Design & Construction Requirements may be found on VHDA’s website at www.vhda.com.

For any development upon completion of construction/rehabilitation: (non-mandatory amenities) (Place an X in each box where appropriate)

- [X] a. The development will have a community/meeting room with a minimum of 749 square feet.
- [X] 80.00% b. i. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls (excluding triangular gable end area, doors, windows, kneewalls, columns, retaining walls, stairwells and any features that are not a part of the façade)
- [X] 70.00% b. ii. Percentage of walls covered by fiber cement board
- [X] c. All kitchen and laundry appliances (except range hoods) meet the EPA’s Energy Star qualified program requirements
- [X] d. All windows and glass doors meet the EPA’s Energy Star qualified program requirements
- [X] e. Every unit in the development is heated and cooled with either (i) heat pump equipment with both a SEER rating of 15.0 or more and a HSPF rating of 8.5 or more, or (ii) air conditioning equipment with a SEER rating of 15.0 or more, combined with gas furnaces with an AFUE rating of 90% or more
- [X] f. Water expense will be sub-metered (tenant will pay monthly or bi-monthly bill)
- [X] g. Each bathroom consists only of WaterSense labeled faucets and showerheads
- [X] h. Provide necessary infrastructure in all units for high speed cable, DSL or wireless internet service.
- [X] i. All water heaters have an energy factor greater than or equal to 67% for gas water heaters; or greater than or equal to 93% for electric water heaters, or any centralized commercial system that has an efficiency performance rating greater than or equal to 95%, or any solar thermal system that meets at least 60% of the development’s domestic hot water load
- [X] j. Each bathroom is equipped with a WaterSense labeled toilet
- [X] k. New construction only, each full bathroom is equipped with EPA Energy Star qualified bath vent fans
- [X] l. Existing or new installation of continuous R-3 or higher wall sheathing insulation
   For Rehabs: ONLY select if existing brick and/or siding will be removed and replaced or provide proof that R-3 currently exists behind the brick.
- [X] m. Cooking surfaces are equipped with either non-removable fire prevention OR fire suppression features
- [X] n. Each unit is equipped with electrical and plumbing hook-ups for dehumidification systems

Dev. Name: Bremen Points II Initials ____________________

v1.1.2015 6
ARCHITECT’S CERTIFICATION, continued

For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:
(optional point items)

☐   a. All cooking ranges will have front controls

☐   b. All units will have an emergency call system

☐   c. All full bathrooms will have an independent or supplemental heat source

☐   d. All entrance doors have two eye viewers, one at 42" and the other at standard height

For all rehabilitation and adaptive reuse developments, upon completion of construction/rehabilitation:
(optional point items)

☐   The structure is listed individually in the National Register of Historic Places or is located in a registered historic district and certified by the Secretary of the Interior as being of historical significance to the district, and the rehabilitation will be completed in such a manner as to be eligible for historic rehabilitation tax credits

Building Structure:

Number of Stories

☐   X   Low-Rise (1-5 stories with any structural elements being wood frame construction)

☐   Mid-Rise (5-7 stories with no structural elements being wood frame construction)

☐   High-Rise (8 or more stories with no structural elements being wood frame construction)

Dev. Name: Brennan Points II

Initials ____________________

v1.1.2015
ARCHITECT'S CERTIFICATION, continued

Accessibility:

I certify that the development plans and specifications meet all requirements of the federal Americans with Disabilities Act.

I certify that the development plans and specifications meet all requirements of HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act. Please reference Uniform Federal Accessibility Standards (UFAS) for more particular information.

Check one or none of the following point categories, as appropriate:

- [X] Any development in which (i) the greater of 5 units or 10% of the total # of units will be assisted by HUD project-based vouchers or another form of documented and binding federal, state or locality project-based rent subsidies in order to ensure occupancy by extremely low-income persons; and (ii) the greater of 5 or 10% of the units will conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the Application for credits. (All of the units described in (ii) above must include roll-in showers, roll under sinks and front controls for ranges, unless agreed to by the Authority prior to the applicant's submission of its application.) 50 pts.

- Any development in which the greater of 5 units or 10% of the total # of units (i) have rents within HUD's Housing Choice Voucher payment standard; (ii) conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act; and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part the Application. 30 pts.

- Any development in which five percent (5%) of the total # of units (i) conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act; and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part the Application. 15 pts.

For any accessibility option elected above, all common space must also conform to accessibility requirements of HUD Section 504 regulations.

As architect of record for the above referenced development, the above certifications are correct to the best of my knowledge.

Signed: [Signature]

Printed Name: David Layman
Title: President
Virginia Registration #: 0401015915
Phone: 231-722-3407
Date: 3-1-16

NOTE TO ARCHITECT: Any change in this form may result in disqualification or a reduction of points under the scoring system. If you have any questions, please call Jim Chandler at VIDA (904) 343-5786.

Return this certification on Architect's Letterhead to the developer for inclusion in the tax credit application package.

[Signature] [Initials]

v1.1.2015
Appendix F  - VHDA's Universal Design Standards Certification

Units in the development will meet VHDA's Universal Design Standards.
Before issuance of IRS Form 8609, applicant will provide documentation to VHDA as evidence that such units meet VHDA's Universal Design standards.

The number of rental units that will meet these standards: 43
The total number of rental units in this development: 43

NOTE: For Elderly Developments, 100% of the units in the development must meet the Universal Design standards in order to qualify for points.

For Family Developments, points are awarded based on a percentage of the number of units meeting the Universal Design standards.

For the tax credit applicant to qualify for points associated with Universal Design, the architect of record must be on VHDA's list of Universal Design certified architects.

Dev. Name: Brenman Points II
Initials:

v1.1.2015
9
Appendix F  - EarthCraft or LEED Certification of Development

* EarthCraft Certification - The development's design meets the criteria for EarthCraft certification. Architect understands that before issuance of IRS Form 8609, applicant will obtain and provide EarthCraft Certification to VHDA.

  - EarthCraft Certification
  - EarthCraft Gold
  - EarthCraft Platinum

LEED Certification - The development's design meets the criteria for the U.S. Green Building Council LEED green building certification. Architect understands that before issuance of IRS Form 8609, applicant will obtain and provide LEED Certification to VHDA.

  - LEED Silver Certification
  - LEED Gold Certification
  - LEED Platinum Certification

* NOTE 1: Applicants seeking EarthCraft certification MUST attach the completed and signed EarthCraft Acknowledgment form to the Architect Certification and submit it with the tax credit application. This form can be found on the following page.

NOTE 2: For the tax credit applicant to qualify for points associated with this section, the architect of record must be on VHDA’s list of attendees of the Building Professional Training conducted by EarthCraft Virginia.

Signed: [Signature]

Printed Name: David Layman
Architect of Record
(same individual as on page 8)

Date: 2-29-16
Page Revised for 2017
EarthCraft Certification - The development's design meets the criteria for EarthCraft certification. Architect understands that before issuance of IRS Form 8609, applicant will obtain and provide EarthCraft Certification to VHDA.

EarthCraft Certification
EarthCraft Gold

Benchmarking/Utility Monitoring (applies to EarthCraft only)

LEED Certification - The development's design meets the criteria for the U.S. Green Building Council LEED green building certification. Architect understands that before issuance of IRS Form 8609, applicant will obtain and provide LEED Certification to VHDA.

LEED Silver Certification
LEED Gold Certification
LEED Platinum Certification

* NOTE 1: Applicants seeking EarthCraft certification MUST attach the completed and signed EarthCraft Acknowledgment form to the Architect Certification and submit it with the tax credit application. This form can be found on the following page.

NOTE 2: For the tax credit applicant to qualify for points associated with this section, the architect of record must be on VHDA's list of attendees of the Building Professional Training conducted by Viridiant. (www.viridiant.org 804-225-9843) EarthCraft certifications for VHDA's purposes are only valid after January 1, 2012

Signed: __________________________

Printed Name: __________________________ Architect of Record
(same individual as on page 8)

Date: __________________________
Appendix F - EarthCraft Acknowledgement

Name of Development: Brennan Pointe II

An EarthCraft representative has met with the development's design team and has reviewed the following:

1. A set of plans, including all architectural, mechanical and plumbing plans (renovation projects require the development's pre- and post-renovation plans)
2. Construction Specification Sheet(s) (renovation projects require both an existing conditions spec sheet and a proposed scope of work spec sheet)
3. Project Information Sheet

Based on review of the above, EarthCraft agrees that the development can attain the following level of energy efficiency certification:

- 15 Points
  - EarthCraft Certification

- 30 Points
  - EarthCraft Gold

- 45 Points
  - EarthCraft Platinum

Signed: [Signature]

Printed Name: Morgan Shankle
EarthCraft Representative

Date: 2/29/2016
Relocation Plan

(Mandatory for LIHTC projects where tenants will be dislocated)
Crewe Village Apartments Renovation and Relocation Plan

March 1, 2016

PROJECT AND CONTACT INFORMATION

Project: Crewe Village Apartments, 1606 West Carolina Avenue, Crewe, Virginia 23930

Owner: Crewe Village Apartments LP
        c/o T.M. Associates, Inc., 1375 Piccard Drive, Suite 150, Rockville, Maryland 20850

Contact: Adam J. Stockmaster, ajs922@aol.com, 301-365-9314

Property Management: TM Associates Management, Inc. 1375 Piccard Drive, Suite 150, Rockville, Maryland 20850

Contact: Matt Melnick, mmelnick@tmamgroup.com, 240-683-0300

REHABILITATION ACTIVITIES

Crewe Village Apartments LP intends to purchase the existing Crewe Village Apartments, and a significant capital investment is planned. The planned acquisition of the property is scheduled to occur in June 2017.

This renovation plan relates to Crewe Village Apartments. The property consists of 40 apartment units offering a mix of two-bedroom and three-bedroom units. The leasing office for Crewe Village Apartments will remain where it is located. Existing community amenities include a community room space, with kitchen, for resident activities, as well as a secondary seating area with vending.

The scope of work for rehabilitation includes, but is not limited to the following:

- Replacement of kitchen cabinets and countertops
- Replacement of bathroom vanities and toilets replacement of select tubs
- Replacement of water heaters and HVAC units
- Replacement of windows
- Upgrades to electrical and plumbing systems, including new lighting and ceiling fans
- Installation of new flooring in most units
- Replacement of appliances in most units and installation of dishwashers
- Increased attic insulation
- Site improvements, including new landscaping, replacement of select sidewalks and a new building entry

The new appliances and mechanical equipment will offer higher efficiency than what is currently being
used at the property. Along with new windows and new insulation, the units will be significantly more energy efficient and should lead to lower utility bills for the residents.

PROJECT SCHEDULE
The rehabilitation work will be performed by Canterbury Construction, Inc., a large general contractor with significant experience managing rehabilitation projects of this scope. The construction is intended to progress with exterior work being completed first, followed by interior work and finishes. This plan contemplates a construction start of June 1, 2017. The planned renovation work is expected to be materially complete by December 31, 2017, with the punch list work expected to be complete by March 2018. The schedule for when construction activity will be updated regularly with sufficient notification to residents for work that needs to be completed in their apartment. Once the schedule is finalized, this plan will be updated and redistributed as needed. All of the renovation work is intended to be completed around the existing residents, with the residents to remain in their unit, but both the community room and seating area will be available for the residents to enjoy while work is ongoing in their apartment should they choose to not remain in their apartment.

Start Renovation June 1, 2017, Substantially Complete Renovation by December 31, 2017 with all work anticipated to be completed by March 31, 2018. This schedule is subject to change and the residents will be notified of schedule changes as soon as possible.

RESIDENT IMPACT
The property management staff and company will not change and the same experienced property manager, known for their professionalism and attentive service to the residents they serve. All of the members of the management team will be tasked to keep the residents informed of changes to the renovation plans throughout the construction period. The proposed construction activity in each unit will be performed in such a fashion to limit resident inconveniences.

Resident furnishings and belongings will be moved as needed by the general contractor and subcontractors at the ownership’s expense. We ask that the residents please pack-up their small items and valuables with materials that property management will furnish. As needed assistance can be provided for residents with special needs.

RENTS AND RENTAL POLICIES FOLLOWING REHABILITATION
Crewe Village Apartments is being renovated using housing tax credit financing along with a new mortgage. With this source of financing, housing costs, including rent and an allowance for tenant-paid utilities, are restricted so as to be affordable to households that earn 60% of the Area Median Income. Also, only households with incomes below 60% of the Area Median Income (as adjusted for household size) are eligible to live in the community.

These rent and income restrictions are no different than what is currently in place for the property under the previous ownership, so it is expected that all existing residents at Crewe Village Apartments will be income qualified. Property Management will annual certify the incomes of the residents and they will reach out to each of the existing residents to verify the income of the household.

Current income limits and the projected post-rehabilitation rents are shown in the attached Resident Selection Criteria (RSC) for the property. Due to the project based rental subsidy contract on a majority of the units, the resident paid portion of the rents is not expected to change for these units.
Residents will continue to be responsible for their own electrical costs, which includes heat, air conditioning, cooking, water heating, and lighting/general electric use. Residents are also responsible for any optional services desired, such as telephone, cable TV or internet service. Following completion of the renovation work, the water and sewer service will be individually sub metered and the resident will become responsible for this billing. Trash service will continue to be paid for by the ownership.

**Rent and Utility Changes Proposed**

<table>
<thead>
<tr>
<th></th>
<th>Current Rents</th>
<th>Proposed Rents</th>
</tr>
</thead>
<tbody>
<tr>
<td>2Bedroom Units</td>
<td>$580/month</td>
<td>$550/month</td>
</tr>
<tr>
<td>3Bedroom Units</td>
<td>$630/month</td>
<td>$630/month</td>
</tr>
</tbody>
</table>

**Utility Allowance Changes Proposed**

<table>
<thead>
<tr>
<th></th>
<th>Current Utility Allowance</th>
<th>Proposed Utility Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2Bedroom Units</td>
<td>$171/month</td>
<td>$141/month</td>
</tr>
<tr>
<td>3Bedroom Units</td>
<td>$201/month</td>
<td>$201/month</td>
</tr>
</tbody>
</table>

**Permanent Relocation**

Existing residents are NOT expected to be permanently relocated as a result of the acquisition or rehabilitation of Crewe Village Apartments. If a current resident is found to be over income or found to have been over income when the resident initially occupied their unit, they will be permanently relocated off of the Crewe Village Apartments property. As the previous ownership of Crewe Village was held to the same income verification requirements as the new ownership. We do not expect there to be any situation where a current resident will be found to not qualify for their apartment unit.

The site management team will provide Full Relocation Assistance as required in the VHDA's Relocation Assistance Guidelines. Such assistance includes Advisory Services and Moving Cost Reimbursement to the extent a relocation is necessary to perform the planned renovation work.
OWNER'S RESPONSIBILITIES TO TENANTS

Advisory Services will include:

- Providing referrals for tenants to replacement properties
- Providing tenants with written information
- Providing appropriate translation and counseling for tenants who are unable to read and understand notices
- Communicating the name and telephone number of a contact person who can answer questions or provide other needed help
- Providing transportation for tenants needing to look at other housing, especially those who are elderly or disabled
- Giving special consideration to the needs of families with school age children
- Extending regular business hours, including evenings and weekends, so that tenants won’t have to miss work

Moving Cost Reimbursement to displaced residents will be based on the following guidelines:

- The Federal Highway Administration’s Fixed Residential Moving Cost Schedule (includes utility hook up costs) for Virginia is as follows:
  - 1 Room of Furniture-$600
  - 2 Rooms of Furniture-$800
  - 3 Rooms of Furniture-$1000
  - 4 Rooms of Furniture-$1200
  Or
  - Based on tenant’s actual reasonable moving and related expenses. Reimbursement of actual moving and related expenses is defined as either labor or equipment.

- As needed, residents will receive assistance in packing and moving furniture and belongs

- Temporary storage units will be provided for convenience as well.

Temporary Relocation
All residents are scheduled to remain in their same apartment. However, 6 units will receive significant handicap upgrades that may necessitate a temporary relocation of the resident. Residents temporarily relocated will be offered Moving Cost Reimbursement. Most residents that are temporarily relocated will endure no more than four to six weeks of relocation. Residents will receive assistance in packing and moving furniture and belongs, plus temporary storage units will be provided for convenience as well.

Tenant Notices
The new ownership intends to provide thorough and well-documented communication with residents of relocation and renovation plans. Initial notices have already been provided by property management, and further notices will begin on the settlement date, beyond the earlier 120-day notice. The 120-day notice will provide residents with notice of the owner's intent to acquire the property, general information and notice of relocation eligibility. Further notice, at least 30-days in advance of work commencing in the resident apartment. Mailings will be prepared in advance so that they may be mailed as of the notice date.
No tenant will be required to vacate a unit with less than 120-day advance notice.

Copies of all notices with tenant acknowledgement will be provided to VHDA as soon as possible.

This Renovation and Relocation Plan will be made available to residents upon request and will be posted in the leasing office in plain sight for tenant review. Copies of all notices, checks and other documents related to the relocation will be included in each tenant’s file.

**Moving Cost Reimbursements**

Residents seeking reimbursement of actual moving expenses must provide documentation, including bills, certified prices, appraisals or other evidence of expenses within 30-dates of receiving same. The ownership’s responsibilities with respect to Moving Cost Reimbursements are as follows:

- Owners must provide reasonable assistance necessary to complete and file tenants’ claims for payment.
- Moving cost reimbursements shall be made upon receipt of billing documentation from the tenant.
- Owners must provide expedited return of security deposits or allow tenants to apply security deposits to the last month’s rent.
- Owners must make advanced payments, if a tenant demonstrates the need, in order to avoid or reduce a hardship.
- If the owner disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it shall promptly notify the claimant in writing of its determination, the basis for its determination and the procedures for appealing that determination.
- An owner shall not propose or request that a displaced tenant waive his or her rights or entitlements to relocation assistance and benefits.

**DOCUMENTATION OF COMPLIANCE WITH GUIDELINES**

A Final Moving Cost Reimbursement summary in rent roll format (by tenant, by unit) will be submitted to VHDA by 12/31/2017, but no later than 30-days after the last tenant is relocated. In addition, the ownership will provide a certification that the Owner has met the VHDA Moving Cost Reimbursement and Relocation Assistance Guidelines.

**PLAN UPDATES**

This plan may be updated from time to time. Copies of the updated plan will be made available to residents affected by the project.

**Attachments:**
- Moving Cost Reimbursement Schedule
- Rent Roll w/Potential Moving Cost Reimbursement
- Tenant Notices of upcoming renovations
- Tenant Selection Criteria
Crewe Village Apartments-Moving Cost Reimbursement Schedule

Note: This pre-determination of moving cost reimbursements assumes that no more than six residential units may need to be vacated on a volunteer basis. This pre-determination assumes that half of volunteers will move twice (in-and-out of their unit). To account for assumed vacancy at the start of the notice period, total moving costs are reduced by 20%. A contingency of $100/unit is also added to the estimated costs.

Moving Cost Reimbursement
Pre Determination
- $1,000 2 Bedroom Unit (3 rooms w/furniture)
- $1,200 3 Bedroom Unit (4 rooms w/furniture)
PHA/Section 8 Notification Letter
DATE: February 22, 2016

TO: Suffolk Redevelopment and Housing Authority
530 E. Pinner Street
Suffolk, VA 23434
Attention: Section 8 or PHA Waiting List Administrator

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: October Station Apartments
Name of Owner: Tidewater Fair Apartments II, L.P.

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from the Virginia Housing Development Authority (VHDA). We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on November 2017 (date).

The following is a brief description of the proposed development:

Development Address:
2059 Freeney Avenue
Suffolk, VA 23434

Proposed Improvements:

[X] New Constr.: 48 # units 4 # Bldgs
☐ Adaptive Reuse: ______ # units ______ # Bldgs
☐ Rehabilitation: ______ # units ______ # Bldgs

Proposed Rents:

☐ Efficiencies: $ _________ / month
☐ 1 Bedroom Units: $ _________ / month
[X] 2 Bedroom Units: $ 658 & 777 / month
[X] 3 Bedroom Units: $ 850 / month
☐ 4 Bedroom Units: $ _________ / month

Other Descriptive Information:
A 48-unit community with a three-story walk-up design comprised of two and three-bedroom units. Amenities will include access to a community center, laundry facility, office, fitness center, and playground. Property will be EarthCraft certified and will include five accessible units.
We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (757) 499-6161.

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

[Signature]

Carl L. Hardee
Name
Vice President
The Lawson Companies
Title

To be completed by the Local Housing Authority or Sec 8 Administrator:

[Signature]

Printed Name: Clarissa E. McAdoo
Title: Executive Director
Phone: (757) 539-2100
Date: 02/24/2016
Locality CEO Response Letters
February 11, 2016

Jim Chandler  
Virginia Housing Development Authority  
601 South Belvedere Street  
Richmond, Virginia 23220

VHDA Tracking Number: 2016-C-34  
Development Name: Kincora  
Name of Owner/Applicant: Kincora Housing LP/Kim Hart

Dear Mr. Chandler:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of Loudoun County. Accordingly, Loudoun County supports the allocation of federal housing tax credits requested by Kincora Housing LP/Kim Hart for this development.

Yours truly,

Tim Hemstreet, County Administrator  
Loudoun County, Virginia
Homeownership Plan
Homeownership Plan

Population Served:

Danville Family Homes will serve low- and moderate-income families who are pursuing economic self-sufficiency and the dream of homeownership. The families will be affected by life changes associated with preparing for and retaining employment, or moving into the workforce. Project Sponsors Buckeye Community Hope Foundation (BCHF) and Total Action Against Poverty (TAP), along with the NDC Real Estate Management Company (NDC), who will serve as the Property Manager, recognize that while the resident service needs among its affordable housing developments are often different, families in economic transition is a common theme. BCHF and TAP believe that there is a critical need for supportive housing services for this target population, including the employment-related social service needs of its resident families.

Overall, the most common needs among families in lease-purchase homes within TAP’s service area include budgeting and financial management, job-readiness, parenting skills, adequate childcare services, personal growth/soft skills development, and housekeeping/property maintenance. Many are more clearly and directly related to residents affected by life changes associated with their employment, but all of these identified needs affect employability and job retention. In addition, because Danville Family Homes is a lease-purchase program, additional emphasis will be placed on budgeting/financial management, credit counseling, and home maintenance skills so that occupants will be more prepared to purchase and maintain their homes at the end of the tax credit compliance period.

While TAP’s part-time, on-site service coordinator will be focused on the day-to-day service needs of these families, BCHF and TAP also understand the critical link these services will play in the longer-term evolution of renter to homeowner in this unique lease-purchase program. The development partnership understands this fundamental link, and how various components of the services will need to be emphasized at the right times during the affordable housing tax credit compliance period to ensure that residents are preparing economically, socially and emotionally for the benefits and responsibilities that will come with homeownership. The supportive service program will be executed with a constant sensitivity to each family’s immediate needs, but also with an eye on their respective progress with and ability to assume homeownership.

Some of the concepts below have been adapted from other established lease-purchase models, such as the Cleveland Housing Network’s, with tried and proven methods to assist residents toward homeownership.

Homebuyer Counseling:

TAP will provide or facilitate a comprehensive homebuyer counseling program for residents. Homebuyer counseling program topics will include:

- Maintenance Training: TAP’s service coordinator and NDC will coordinate workshops to familiarize residents with the HVAC, electrical and plumbing systems
within their homes. The workshops are anticipated to be held quarterly and be conducted within the clubhouse on the Richmond Boulevard subdivision. The session will begin with an educational seminar on preventive maintenance and routine maintenance issue, and then continue with a home tour for practical application of what was discussed. The workshops will also focus residents on more probable maintenance areas throughout their homes, common repairs they can affect themselves (i.e. changing furnace filters and light bulbs), home safety tips, etc.

- **Budgeting and Consumer Credit Counseling:** Issues of personal cash flow and effective budgeting of personal finances will be addressed on a periodic basis. The workshops will be coordinated by the service coordinator. It is expected that the sessions will be coordinated by volunteer bankers at no cost to residents, and only a minimal cost for refreshments to the project’s operational line for service coordination.

Consumer credit counseling issues will be addressed in the same workshops by a professional from a qualified organization. In the workshop, residents will be encouraged to achieve a certain credit score based on an average creditworthiness profile for a resident working toward homeownership for these assets, based on the exit strategy for the homes. Further, after reviewing individual credit reports at application, TAP will directly intervene where necessary and refer residents to counseling sessions as a pre-requisite to taking the next step on the lease-purchase timeline.

- **Individual Development Accounts (IDAs):** IDAs are special savings accounts designed to assist low income people on their path toward asset ownership through matched savings and financial education. IDAs reward the monthly savings of people who are trying to buy their first home, pay for college or start/expand a small business. In the case of Danville Family Homes IDAs will help willing residents invest in their future and prepare to take ownership of their home by building a down payment to address their future purchase. Saving money for future needs will likely be difficult for project residents struggling to keep up with current bills. The IDA may be more appropriate for some residents to work towards and begin investing in following initial success and development with a personal budgeting program.

- **Resident Association:** A Resident Advisory Council will be created to facilitate better communication between TAP, NDC, its' staff and all residents. In addition to providing a regular forum for voicing and resolving resident concerns, or for planning communal events, the Council will also place a particular emphasis on issues surrounding the lease-purchase program. For example, the Council will work with the project service coordinator to enact the aforementioned sessions related to effective homeownership. Additionally, for example, the Council will be empowered to protect the lease-purchase rights of residents through the finalization of updated leases and Option Agreements.

Depending on program availability at the time of conversion of the units, these sessions may be taught directly by the sponsor or by another supportive service agency contracting with the project partnership, by banks and credit counseling agencies, by home and lawn maintenance companies, or others. Participation in the program will be mandatory in order to take advantage of the financing opportunities being offered.

The most intensive counseling periods are during the first two years of occupancy and the last four years of the compliance period. Initial efforts are oriented to acclimation, setting levels of expectation, and education on many levels. It is critical to create a culture of homeownership
right from the onset, so that residents immediately take “ownership” in their homes. This is why residents are required to maintain their own properties (see below). However, the Sponsors will work with the residents to teach those skills. Starting in Year 11, TAP will counsel residents more rigorously in preparation for the transition to homeownership. This includes reviewing finances, credit assistance as necessary, and development of a specific plan for that resident’s acquisition of their home.

**Homebuyer Training and Maintenance Responsibilities:**

As a condition to the lease agreement during the compliance period, residents will be required by the LP to enter into a Home Maintenance Contract (HMC) to help them transition from renter to homeowner, and to help the LP with the overall maintenance burden on the homes. In addition to the HMC, the social services coordinator (through TAP) will also develop relationships with local agencies that will help residents with the specific homeownership issues referenced below. Each household residing in Danville Family Homes will be responsible for certain basic home maintenance responsibilities including:

- Shovel walk and driveways
- Water grass, shrubs and trees and plant and water flowers in the front yard
- Change window screens each season and clean and wash screens and windows on a regular basis
- Change batteries in smoke detector a minimum of two times per year (April and October) and doorbell batteries as needed
- Put garbage cans out for pick-up on the twice weekly schedule for promptly return garbage containers to the garage or rear of the house
- Participate in the City’s recycling program for recyclable items (cans, glass, plastic, newspapers, magazines, etc.) to the extent available;
- Pick up all lose trash in and around the front and backyards of the home

Exceptions to some of the more physical maintenance responsibilities such a snow shoveling or screen may be granted to residents with physical disabilities. They may be requested to perform other responsibilities in exchange for the exemption. Exemption will be approved by management.

**Acquisition By Non-Profit and Sale to Tenants:**

At the end of the 15-year compliance period, TAP, the development’s co-sponsor, will have the right of first refusal to purchase the Danville Family Homes development for the balance of the outstanding debt on the property plus exit taxes, insurance, and closing costs.

Beginning in Year 16, TAP will then provide each resident the right of first refusal to purchase their home. If the resident chooses not to purchase their home, the resident cannot be displaced or relocated and can remain a tenant as long as he/she is in compliance with his/her lease and wants to stay. Likewise, if the resident in Year 16 chooses not to buy and vacates the property under normal circumstances, TAP will have the option to maintain the unit as a rental with the same affordability restrictions or to sell the unit to a family whose income does not exceed Section 42 income
qualifications (60% of the Average Median Income (AMI) for Danville City, VA, adjusted for household size).

Although tax credit affordability restrictions technically expire with the initial sale of the home, TAP will record a new deed restriction requiring that any home resold within five years of its initial purchase will need to be sold to an income qualified buyer (60% AMI for Danville City, VA adjusted for household size) under the same mortgage calculation outlined in Exhibit A.

**Lease Purchase Milestones:**

- **Years 1-4:** NDC and TAP’s service coordinator will monitor the resident’s performance with a family’s lease and HMC.

- **Year 4:** If the lease obligations, timeliness of rental payments, and ability to meet the obligations of the HMC have been met, NDC will enter into a Lease Purchase Lease Agreement with the resident. This agreement will commit Danville Family Homes L.P. to lease the home to the resident for the balance of the compliance period. It will also remove the Limited Partner’s (L.P.) right to non-renew, but it will not prevent periodic rent increases or evictions for cause.

- **Year 7:** If residents have maintained the home according the HMC and have followed the lease requirements, including timely payment of the rent, the L.P. will enter into an Option Agreement with the resident. At that time, the resident will learn about the purchase price, the purchase date, as well as potential obstacles to homeownership, such as credit or income.

**Rent vs. Buy**

Tenant paid rents in this development will initially range from $335 to $510 per month with an average rent of $477 per month. If an average growth rate of 3% a year is assumed, by year 15 tenant paid rents are estimated to average $722 per month. Under the assumptions outlined in the on the attached Exhibit A, the average monthly mortgage payment to purchase a home in this development, including taxes, insurance would be $397. This represents a 45% advantage to buying over renting which does not include the equity benefit the new homeowner will establish with the forgiveness of a soft second mortgage provided by TAP (see ‘Building Equity’ below).

**Building Equity - Market Value vs. Actual Tenant Purchase Price:**

At a minimum, each home in this development will be sold for the proportional share of TAP’s acquisition cost for the development, including outstanding debt, exit taxes, fees to attorneys, accountants, consultants, etc. As shown on Exhibit A, on average each unit in Danville Family Homes will need to sell for a minimum of $32,500 an exceptional price for a home today, yet alone in fifteen years (and remember this price includes an optional $25,000 mark-up to pay for unit upgrades).

To maintain the resale value of homes in the surrounding neighborhood and to provide a new home owner with instant ‘equity,’ the listed sales price of a given home will equal the current market appraised value of that home. The actual “cash” sale price to the resident, however, will be far less, determined by taking into account a number of factors, including, but not limited to:

1. Additional costs incurred by TAP for necessary repairs;
2. The project owner will set aside a minimum of $1,000/unit to be used by the tenant to assist in the purchase of the unit; and

3. The ability of the tenant to meet a series of 'benchmarks' that include paying rent on time, maintenance of the unit, successful completion of instructional sessions on how to purchase a home, credit counseling, budgeting, etc.

4. The project owner will also have discretion to downwardly adjust the cash price based on affordability needs of the prospective owner and to further the goals of the organization.

The difference between the listed sale price (in this case the appraised value) and the actual "cash" price to the resident will be reflected in a forgivable soft second mortgage provided by the Sponsor. This soft second mortgage will amortize to zero or will be due to TAP upon the subsequent sale by the new homeowner if certain occupancy standards are not met. This soft second will not only help maintain the integrity of market values in the neighborhood, but will also give the TAP a tool, through its reduction or waiver altogether, to better manage and motivate a tenant to maintain the unit, pay rent on time, etc.
EXHIBIT A: Calculating the New Purchase Price in Year 15

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<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Accrued Value of Debt in (Year 15)</td>
<td>$</td>
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<tr>
<td>Number of Units</td>
<td>40</td>
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<tr>
<td>Total Outstanding Debt / Unit (Year 15)</td>
<td>$</td>
</tr>
<tr>
<td>Exit Taxes (per Unit)</td>
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</tr>
<tr>
<td>Closing Costs: title, recording, legal fees (per unit)</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Transition Maintenance / unit upgrades (OPTIONAL)</td>
<td>$ 25,000</td>
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<tr>
<td>NEW Mortgage (per Unit)</td>
<td>$ 32,500</td>
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**New First Mortgage Terms**

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<th>Type</th>
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<td>Yr 15 Monthly Mortgage Payment</td>
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<tr>
<td>Monthly Taxes per unit</td>
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</tr>
<tr>
<td>Monthly Insurance per unit</td>
<td>$ 46.90</td>
</tr>
<tr>
<td>Total Monthly Mortgage + Condo Fees</td>
<td>$ 396.80</td>
</tr>
</tbody>
</table>

| Year 15 Avg. estimated Rent/ Unit | $ 722.00  |
| Advantage to Buying over Renting  | 45.0%     |

**Notes:**

Transition Maintenance/ Unit Upgrades: In Year 15, as the partnership prepares for conversion, these units may require degree of re-investment due to normal wear and tear. Given how there is no debt is being carried by this development, the project partnership has the OPTION to set aside additional resources to fund unit upgrades for appliances, flooring, carpet, repairs, etc to facilitate the transition from rental to owner-occupied units. As outlined above, the Partnership in this example has elected to set aside $25,000 per unit. This is in addition to $131,250 in operating reserves and over $240,283 in replacement reserves being set aside by the project partnership during the compliance period.
Site Control Documentation
(Mandatory)
Site control must be **in the name of the tax credit ownership entity** identified in the Application and documented to remain in place for a minimum of **four (4) months beyond the Reservation Application Deadline** (9% competitive credits only). The site control document **must reference all parcels in the development** and should not allow further marketing of the property by the seller. Site Control documentation must be in one of the following forms:

1. Sole fee simple ownership of the site of the proposed development by the applicant,
2. Lease of such site by the applicant for a term exceeding the compliance period (as defined in the IRC) or for such longer period as the applicant represents in the application that the development will be held for occupancy by low-income persons or families or
3. Right to acquire or lease such site pursuant to a valid and binding written option or contract between the applicant and the fee simple owner of such site; and

All applications must include a copy of the most current real estate tax assessment.

Such option or contract shall have **no conditions within the discretion or control of the site owner**. Any contract for the acquisition of a site with existing residential property may not require an empty building as a condition of such contract, unless relocation assistance is provided to displaced households, at such level required by VHDA. Please refer to the VHDA [Relocation Assistance Guidelines](#).

In the case of acquisition and rehabilitation of developments funded by Rural Development of the U.S. Department of Agriculture (“Rural Development”), any site control document subject to approval of the partners of the seller does not need to be approved by all partners of the seller if the general partner of the seller executing the site control document provides (i) an attorney’s opinion that such general partner has the authority to enter into the site control document and such document is binding on the seller or (ii) a letter from the existing syndicator indicating a willingness to secure the necessary partner approvals upon the reservation of credits.
Plan of Development Certification Letter
Plan of Development Certification

DATE: February 26, 2016

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220
Attention: Jim Chandler

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development: The Village at Oakview
Name of Owner/Applicant: Village at Oakview, LLC
Name of Seller/Current Owner: Bristol Redevelopment and Housing Authority

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the site plan of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming the status of plan of development or site plan approval of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under VHDA’s Qualified Allocation Plan for housing tax credits.

DEVELOPMENT DESCRIPTION: see Attachment A

Development Address:
401 Oakview Avenue
Bristol, Virginia 24201

Legal Description:
See Attachment B

Plan of Development Number: SP 14010 - Bonham Circle Redevelopment
Proposed Improvements:

- [ ] New Construction: 48 # Units 17 # Buildings 63,700.56 Total Floor Area
- [ ] Adaptive Reuse: _____ # Units _____ # Buildings _____ Total Floor Area
- [ ] Rehabilitation: _____ # Units _____ # Buildings _____ Total Floor Area

Other Descriptive Information:

Once construction has started the site plan approval is vested until construction is complete.

LOCAL CERTIFICATION:

Check one of the following as appropriate:

- [X] The proposed development described above has an approved final plan of development or site plan (as applicable to the site). No further plan of development or site plan approval is required before issuance of a building permit.

- [ ] The proposed development is an existing development with proposed renovations and no additional plan of development approval is needed.

The above plan of development approval is in effect until: August 11, 2016, may be renewed with new Site Plan Fee

Signed
G. Wallace McCulloch, P.E.

Printed Name
City Engineer

Title
(276) 642-2318

Phone
2/26/2016

Date

NOTES TO LOCALITY:

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in a reduction of points under the scoring system. If you have any questions, please call Jim Chandler at VHDA (804) 343-5786.
The Village at Oakview will be a new construction development consisting of 24 two bedroom apartments and 24 three bedroom apartments for a total of 48 new affordable apartments in Bristol, Virginia. This new development will be built at the location of the former public housing project named Bonham Circle. Bonham Circle was approved by HUD to be demolished and disposed of in the summer of 2014. Demolition will be completed in the winter of 2015.

This new development will be a family oriented community. There will be 24 universally designed units, 5 of the 24 will be ADA compliant units for mobility issues with 1 one the 5 for visual impairments and 1 of the 5 for hearing impairment in addition to the standard ADA accommodations for mobility. The 24 universally designed apartments will be ground floor apartments. All of the apartments will be built using EarthCraft, VHDA, and HUD design standards to provide a modern energy efficient home for the residents. Each apartment will have a washer and dryer provided, dishwasher, high efficiency heating and air system and many more energy efficient amenities to provide a contemporary and comfortable living environment.

Building designs will consist of duplexes and quadplexes that resemble the surrounding community to provide the environment of low density housing similar to large single family homes rather multiple apartment buildings. Site amenities will include a playground, covered bus stop with seating, covered site mailboxes, large shade trees, and a covered social space with seating at the playground.
Attachment B
Legal Description

Beginning At A Point on the northerly intersection of the right of way line of Oakview Avenue (SO' right of way) and Buckner Street (SO' right of way); thence continuing along the easterly right of way line of Oakview Avenue the following: N34°44'00"E,  147.00 feet to a chiseled "X" found; thence N34°44'00"E,  18.03 feet to a Pk nail found; thence N34°44'16"E,  146.81 feet to a chiseled "X" found; thence N42°26'00"E,  60.60 feet to a Pk nail found; thence NS0°SO'00"E,  1S7.93 feet to a rod found; thence leaving the easterly right of way line of Oakview Avenue and continuing along the property line of Virginia Intermont College the following: SS8°1S'S8"E,  362.42 feet to a concrete monument found; thence S29°SS'2T"W,  210.00 feet to a rod found; thence NS7°48'S l"W,  1S.94 feet to a rod found; thence S32°31'27"W,  147.96 feet to a rod found; thence leaving the line of said College property and continuing along the northerly right of way line of an alley NS8°02'2S"W,  137.90 feet to a rod set on the westerly right of way of Ann Street (40' right of way); thence continuing along the westerly right of way line for Ann Street the following: S32°20'13"W,  17.11feet to a pipe found; thence S32°20'13"W,  149.37 feet to a pipe found on the northerly right of way line of Buckner Street; thence continuing along the northerly right of way line of Buckner Street the following: NS 7°38'03"W,  100.68 feet to a rod found; thence NS7°28'01"W,  190.00 feet to a chiseled "X" found at the Point Of Beginning, containing 4.43S Acres and being all of "New Parcel A" as shown on the Recombination Plat for the Bristol Redevelopment And Housing Authority, prepared by Thompson & Litton, Inc., dated January 26, 201S, document #126SS-001.
M

Zoning Certification
(Mandatory)
DATE: January 14, 2016

TO: Virginia Housing Development Authority
   601 South Belvidere Street
   Richmond, Virginia 23220
   Attention: Jim Chandler

RE: ZONING CERTIFICATION

Name of Development: Timberland Park
Name of Owner/Applicant: Timberland Park VA LLC
Name of Seller/Current Owner: Woodlands Land Project LLC

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credits.

DEVELOPMENT DESCRIPTION:

Development Address:
   Old Lynchburg Road; Charlottesville, Virginia 22903

Legal Description:
   All that certain parcel or tract of land situated in the County of Albemarle, Virginia,
   On the northwest side of State Route 780 and the southwest side of Interstate 64,
   Containing 7.757 acres, more or less, shown on a plat by Jenning Stephenson P.C.,
   Land Surveyors & Planners, dated November 6, 2006, last revised June 22, 2007, and
   Recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in
   Deed Book 3453, page 276 and 277.
   Tax Parcel ID # 07600-00-04680
Proposed Improvements:

- **New Construction:** 80 # Units 4 # Buildings 87,959 Total Floor Area Sq. Ft.
- **Adaptive Reuse:** # Units # Buildings Total Floor Area Sq. Ft.
- **Rehabilitation:** # Units # Buildings Total Floor Area Sq. Ft.

Current Zoning: R-15 allowing a density of 15 units per acre, and the following other applicable conditions: Subject to all site plan, water protection plan, building code and zoning ordinance standards.

Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following as appropriate:

- The zoning for the proposed development described above is proper for the proposed residential development. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further rezoning approvals and/or special use permits are required.

- The development described above is an approved non-conforming use. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.

[Signature]

Ronald L. Higgins, AICP
Printed Name

Chief of Zoning/Deputy Zoning Administrator
Title of Local Official or Civil Engineer

1-434-296-5832, extension 3225
Phone:

January 14, 2016
Date:
To certify Developer Experience, include corresponding:

- Copies of 8609s
- Partnership Agreements
- Org Charts
VHDA Experienced LIHTC Developers

Notes:

- Listed if 'named' Controlling General Partner or Managing Member (as confirmed by supporting documentation)
- Listed if documentation supported at least 6 LIHTC developments
- Listed if a principal who has developed at least 3 LIHTC deals and has at least $500,000 in liquid assets

See LIHTC Manual for instructions on being added to this list

<table>
<thead>
<tr>
<th>INDIVIDUALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Alexander, Randall P.</td>
</tr>
<tr>
<td>2 Barnhart, Richard K.</td>
</tr>
<tr>
<td>3 Connelly, T. Kevin</td>
</tr>
<tr>
<td>4 Copeland, M. Scott</td>
</tr>
<tr>
<td>5 Copeland, Robert O.</td>
</tr>
<tr>
<td>6 Copeland, Todd A.</td>
</tr>
<tr>
<td>7 Cordingley, Bruce A.</td>
</tr>
<tr>
<td>8 Crosland, Jr., John</td>
</tr>
<tr>
<td>9 Curtis, Lawrence H.</td>
</tr>
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<td>10 Dambly, Mark H.</td>
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<tr>
<td>11 Deutch, David O.</td>
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<td>12 Dischinger, Chris</td>
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<tr>
<td>13 Douglas, David D.</td>
</tr>
<tr>
<td>14 Ellis, Gary D.</td>
</tr>
<tr>
<td>15 Fekas, William L.</td>
</tr>
<tr>
<td>16 Fore, Richard L.</td>
</tr>
<tr>
<td>17 Franklin, Wendell C.</td>
</tr>
<tr>
<td>18 Friedman, Mitchell M.</td>
</tr>
<tr>
<td>19 Gunderman, Timothy L.</td>
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<td>20 Heatwole, F. Andrew</td>
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<tr>
<td>21 Jester, M. David</td>
</tr>
<tr>
<td>22 Johnston, Thomas M.</td>
</tr>
<tr>
<td>23 Jones Kirkland, Janice</td>
</tr>
<tr>
<td>24 Kirkland, Milton L.</td>
</tr>
<tr>
<td>25 Kittle, Jeffery L.</td>
</tr>
</tbody>
</table>

NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

| 1 AHC, Inc. |  |
| 2 Alexandria RHA |  |
| 3 Arlington Partnership for Affordable Housing (APAH) |  |
| 4 Better Housing Coalition |  |
| 5 Community Housing Partners |  |
| 6 Community Housing, Inc. |  |
| 7 Fairfax County RHA |  |
| 8 Homes for America, Inc. |  |
| 9 Humanities Foundation, Inc. |  |
| 10 Newport News RHA |  |
| 11 NHT-Enterprise Preservation Corporation |  |
| 12 People Incorporated |  |
| 13 Piedmont Housing Alliance |  |
| 14 Portsmouth Redevelopment Housing Authority |  |
| 15 RHA/Housing, Inc. |  |
| 16 The Community Builders |  |
| 17 Virginia Supportive Housing |  |
| 18 Virginia United Methodist Housing Development Corporation |  |
| 19 Wesley Housing Development Corporation |  |
List of LIHTC Projects (Schedule A)
**Schedule A: List of All Tax Credit Developments for the Below Referenced Principal**

Complete the following, using separate page(s) as needed, for each principal. List all developments that have received allocations of tax credits under Section 42 of the IRC.

<table>
<thead>
<tr>
<th>Principal's Name: Steven E. Lawson</th>
<th>Controlling GP (CGP) or 'Named' Managing Member</th>
<th>Yes</th>
<th>Member of Proposed Property?*</th>
<th>8609(a) Issue Date</th>
<th>Uncorrected 8823's? (Y/N)</th>
<th>Explain &quot;Y&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Name/Location</td>
<td>Name of Ownership Entity and Phone Number</td>
<td>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</td>
<td>Total Dev. Units</td>
<td>Total Low Income Units</td>
<td>Placed in Service Date</td>
<td></td>
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<tr>
<td>3</td>
<td>Lexington Park Apartments, Norfolk, VA</td>
<td>Huntersville Apartments, LLP - (757) 499-6161</td>
<td>Yes</td>
<td>180</td>
<td>180</td>
<td>12/31/2004</td>
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<td>4</td>
<td>Forest Cove I Apartments, Chesapeake, VA</td>
<td>Pleasant Park Apartments, LLP - (757) 499-6161</td>
<td>Yes</td>
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<td>101</td>
<td>12/31/2004</td>
</tr>
<tr>
<td>5</td>
<td>Forest Cove II Apartments, Chesapeake, VA</td>
<td>Pleasant Park Apartments, LLP - (757) 499-6161</td>
<td>Yes</td>
<td>100</td>
<td>100</td>
<td>12/30/2004</td>
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<td>6</td>
<td>Forest Cove III Apartments, Chesapeake, VA</td>
<td>Pleasant Park Apartments, LLP - (757) 499-6161</td>
<td>Yes</td>
<td>101</td>
<td>101</td>
<td>12/30/2004</td>
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<td>7</td>
<td>Oak Park Apartments, Norfolk, VA</td>
<td>Prestige Arms Apartments, LLP - (757) 499-6161</td>
<td>Yes</td>
<td>40</td>
<td>40</td>
<td>12/9/2004</td>
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<td>8</td>
<td>Hunters Point I Apartments, Chesapeake, VA</td>
<td>Wilmund Park Apartments, LLP - (757) 499-6161</td>
<td>Yes</td>
<td>124</td>
<td>124</td>
<td>12/17/2004</td>
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<tr>
<td>9</td>
<td>Hunters Point II Apartments, Chesapeake, VA</td>
<td>Wilmund Court Apartments, LLP - (757) 499-6161</td>
<td>Yes</td>
<td>32</td>
<td>32</td>
<td>11/22/2004</td>
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<tr>
<td>10</td>
<td>Canebreak Apartments, Summerville, SC</td>
<td>Canebreak Apartments, LP - (757) 499-6161</td>
<td>Yes</td>
<td>120</td>
<td>120</td>
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<td>11</td>
<td>Osprey Place Apartments, North Charleston, SC</td>
<td>Osprey Place Apartments, LP - (757) 499-6161</td>
<td>Yes</td>
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<td>72</td>
<td>12/10/2004</td>
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<td>12</td>
<td>Belle Hall Apartments, Portsmouth, VA</td>
<td>Belle Hall Apartments, LP - (757) 499-6161</td>
<td>Yes</td>
<td>120</td>
<td>120</td>
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<td>14</td>
<td>Campostella Commons Apartments, Chesapeake, VA</td>
<td>Campostella Commons II, LP - (757) 499-6161</td>
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<td>132</td>
<td>132</td>
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<tr>
<td>15</td>
<td>Tidewater Fair Apartments, LP, dba The Residences at October, Suffolk, VA</td>
<td>Tidewater Fair Apartments, LP - (757) 499-6161</td>
<td>Yes</td>
<td>72</td>
<td>72</td>
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<td>16</td>
<td>Baker Woods Apartments, Virginia Beach, VA</td>
<td>Baker Woods Apartments, LP - (757) 499-6161</td>
<td>Yes</td>
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<td>17</td>
<td>Baker II Apartments, Virginia Beach, VA</td>
<td>Baker II Apartments, LP - (757) 499-6161</td>
<td>Yes</td>
<td>57</td>
<td>57</td>
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</table>
Previous Participation Certification Explanation

Statement number three of the Previous Participation Certification has been deleted by striking through the words. As such, we are required to provide a true and accurate statement to explain the relevant facts and circumstances.

Statement number three of the Previous Participation Certification states the following - *I further certify that none of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or (in the case of a multifamily rental housing property assisted by any federal or state governmental entity) which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.*

Baker Woods Apartments has multiple participants participating in the ownership of October Station Apartments and has been assisted by a government entity via low income housing tax credits. The part of the statement above pertaining to construction stopping for a period in excess of 20 days is not applicable to Baker Woods.

Baker Woods was substantially completed on October 20, 2015. As of the date of this application, Baker Woods has been substantially completed for more than 90 days. All requisite documents for closing have been filed with VHDA with the exception of the 8609 application. The 8609 application is not due to VHDA until April 30, 2016. The 8609 application is currently being completed and will be submitted to VHDA before the deadline of April 30, 2016.
<table>
<thead>
<tr>
<th>Development Name/Location</th>
<th>Name of Ownership Entity and Phone Number</th>
<th>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</th>
<th>Total Dev. Units</th>
<th>Total Low Income Units</th>
<th>Placed in Service Date</th>
<th>8609's Issue Date</th>
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<td>Belle Hall Apartments, Portsmouth, VA</td>
<td>Belle Hall Apartments, LP - (757) 499-6161</td>
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<td>120</td>
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<td>10/15/2009</td>
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<td>Campostella Commons Apartments, Chesapeake, VA</td>
<td>Campostella Commons II, LP - (757) 499-6161</td>
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<td>Tidewater Fair Apartments, L.P. dba The Residences at October, Suffolk, VA</td>
<td>Tidewater Fair Apartments, LP - (757) 499-6161</td>
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<td>72</td>
<td>11/26/2013</td>
<td>9/11/2014</td>
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<td>Baker Woods Apartments, Virginia Beach, VA</td>
<td>Baker Woods Apartments, LP - (757) 499-6161</td>
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<td>96</td>
<td>96</td>
<td>10/20/2015</td>
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<td>Baker II Apartments, Virginia Beach, VA</td>
<td>Baker II Apartments, LP - (757) 499-6161</td>
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<td>57</td>
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<td>TBD</td>
<td>No</td>
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<th>8609(s) Issue Date</th>
<th>Uncorrected 8823's? (Y/N)</th>
<th>Explain &quot;Y&quot;</th>
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<td></td>
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</tbody>
</table>

* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

Aaron J. Phipps
Principal's Name: ____________________________  Controlling GP (CGP) or 'Named' Managing Member of Proposed property?* Y or N

1st PAGE  TOTAL: 0 0  #DIV/0!  LIHTC as % of Total Units
<table>
<thead>
<tr>
<th>No.</th>
<th>Development Name/Location</th>
<th>Name of Ownership Entity and Phone Number</th>
<th>CGP or Named* Managing Member at the time of dev.? (Y/N)*</th>
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<th>Placed in Service Date</th>
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<th>Uncorrected 8823's? (Y/N)</th>
<th>Explain &quot;Y&quot;</th>
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<tbody>
<tr>
<td>1</td>
<td>Campostella Commons, Chesapeake, VA</td>
<td>Campostella Commons, LP - (757) 724-3270</td>
<td>Yes</td>
<td>132</td>
<td>132</td>
<td>12/17/1993</td>
<td>4/16/1996</td>
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<td>2</td>
<td>Chesapeake Crossing Seniors Community One, Chesapeake, VA</td>
<td>Chesapeake Crossing Seniors Community One, LP - (757) 724-3270</td>
<td>No</td>
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<td>11/16/1992</td>
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<td>Chesapeake Crossing Seniors Community Two, LP - (757) 724-3270</td>
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<td>12/21/1993</td>
<td>7/27/1995</td>
<td>No</td>
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<td>4</td>
<td>Chesapeake Crossing Seniors Community Three, Chesapeake, VA</td>
<td>Chesapeake Crossing Seniors Community Three, LP - (757) 724-3270</td>
<td>No</td>
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<td>5</td>
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<td>Tidewater Fair Apartments, LP - (757) 499-6161</td>
<td>No</td>
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<td>No</td>
<td></td>
</tr>
</tbody>
</table>

* Hampton Roads Development Corporation

**Principal's Name:**

Complete the following, using separate page(s) as needed, for each principal. List **all** developments that have received allocations of tax credits under Section 42 of the IRC.
Professional Experience

1993 – Present  The Lawson Companies, Virginia Beach, VA

1999 – Present  President, The Lawson Companies

- Full financial and management responsibility for this multi-faceted real estate development, investment, and management company with $15 million per year in revenues and 5,000 units under management.
- Responsible for new business development and site acquisition for new single-and multi-family construction.
- Played a lead role in the refinancing of more than 3,500 multi-family units accounting for over $50 million in loan proceeds.
- Oversight of the acquisition and/or development of more than 1,000 units of Low Income Housing Tax Credit apartments.
- Prepared loan applications and negotiated financing commitments with lenders for land acquisition and construction loans totaling more than $30 million.
- Developed the company’s long-range strategic plan, including tax planning.
- Streamlined and standardized property review procedures to use industry metrics and other analytical management tools.
- Market and legislative research for the real estate industry, including affordable housing, REIT’s, demographic trends, and other issues affecting our lines of business, including among other things, tax credit development and compliance issues, capital restructuring of HUD Section 236 properties, and HUD’s Mark-to-Market program.
- Significantly increased employee benefits and employee training and certification programs.

1994 – 1998  Vice-President and Treasurer
The Lawson Companies

- Full financial responsibility for The Lawson Companies and its subsidiaries, including financial reporting, cash flow management, and tax planning.
- Oversaw the implementation of new accounting software, including hardware and software upgrades in the central office and at each site office.
- Developed systems and procedures to improve accuracy and timeliness of financial reporting.
- Restructured corporate line of credit.

June 1993  Cable Television Venture

Project Manager for a proposed cable television network serving apartment complexes in Norfolk, Virginia Beach, Chesapeake, and Portsmouth. Ten thousand apartment units would serve as the foundation for a much larger cable system. Signal distribution was to be provided by C&P Telephone (a Bell Atlantic Company) through existing and new fiber optic plant.

Researched and composed a detailed business plan for the proposed cable television network, including:

- Cable and telecommunications industry analysis, including industry
1991 – Present  The Lawson Companies  Virginia Beach, VA

1999 – Present  Vice President/COO – The Lawson Companies
Responsible for operational aspects of a full-service residential real estate firm operating in Southeastern Virginia and South Carolina and licensed to do business in North Carolina. Primary responsibilities are development, acquisitions, financing activities, construction, and management of a multifamily portfolio consisting of approximately 5,300 apartments. Developed and supervised construction and/or renovation activities on 15 communities consisting of over 1,700 units utilizing Sec. 42 Low-Income Housing Tax Credits. Performed syndication services on tax credit communities and conventional acquisitions. Responsible for construction activities for all multi-family projects. Supervised mortgage lending company that provided refinancing activities for over 30 apartment communities utilizing Freddie Mac, Fannie Mae, VHDA, and privately-held debt. Additional responsibilities include supervision of Southeastern Computer Corporation, and obtaining and renewing all insurance policies for corporate entities and managed properties (including property, liability, flood, health, life, workers compensation, fidelity bonds, and errors and omissions policies). Responsible for coordination and implementation of all employee related policies, handbooks, benefits packages and compensation.

1996 – Present  President – Lawson Realty Corporation
Responsible for the profitability and overall operations involved with the management of a real estate portfolio including approximately 5,300 apartments and 200,000 square feet of commercial real estate. Principal Broker for states of Virginia, North Carolina, South Carolina and Mississippi.

Responsible for the financial management and all operational aspects of eleven apartment communities (totaling 1,316 units). Responsibilities included preparation and monitoring of annual budgets and ten-year capital improvement schedules.

Established and chaired a corporate approved vendors committee that streamlines purchasing and consolidates contracts for bulk discounts. Wrote applications for two fully funded HUD Low-Income Housing Drug Elimination grants.

1988 – 2001  United States Army

Army Reserves
Held numerous positions including selection as Company Commander of an element in training battalions preparing Reserve Transportation Companies within Virginia, West Virginia, and North Carolina for combat readiness.
PROFESSIONAL EXPERIENCE

2013-Present  The Lawson Companies  Virginia Beach, VA
Treasurer and Chief Financial Officer
• Member of Senior Management Team responsible for oversight and review of all company operations and financial results
• Oversee all accounting, financial reporting, human resource and IT functions of the organization
• Responsible for oversight and completion of all audit and tax reporting for entire real estate portfolio and all corporate operations
• Oversee all aspects of accounting functions, including general ledger reporting, accounts payable and accounts receivable processing, and all corporate budgeting for approximately 40 real estate properties and an additional 65-70 operating entities
• Member of Acquisitions/Dispositions/Development team responsible for structuring all acquisitions and new developments, along with analyzing existing portfolio for possible dispositions or debt refinancing
• Assist Property Management team in budgeting and capital expenditure planning for all properties under management, along with ongoing financial performance review of the property portfolio with fellow members of senior management
• Assist Multifamily Construction and Single-Family Home Construction teams in project budgeting and management for all active construction projects, along with ongoing financial performance review of the construction division with fellow members of senior management
• Responsible for advising plan fiduciary, along with oversight all employer-sponsored benefits plans to ensure compliance with all state and federal regulatory agencies
• Responsible for advising Managing General Partner(s) of all operating partnerships, to ensure all partnerships adhere to all partnership documents and all partnership communication is timely and accurate

2007-2013  Wextrust Capital Receivership  Virginia Beach, VA/Nashville, TN
Chief Financial Officer
• Assisted the Federal Receiver, appointed by the United States District Court for the Southern District of New York, in managing, reporting, and disposition of the commercial real estate portfolio in order to achieve significant recoveries for all investors
• Responsible for all financial reporting and financial management of approximately $300 million commercial real estate portfolio, which includes periodic comprehensive status reports to the Court, investor reporting, internal management reporting, and all reporting to pertinent federal and state authorities
• Responsible for compilation of all tax reporting information, and work closely with multiple tax accounting firms to complete all federal and state tax returns
• Oversee all aspects of accounting functions, including general ledger reporting, accounts payable and accounts receivable processing, and all budgeting for 20-30 commercial real estate properties and their underlying 100-120 taxable operating entities
• Manage all financial aspects of management company that performs all accounting and property management of our investment portfolio, including budgeting, accounts payable, accounts receivable, and general ledger oversight for management company; also participate in debt placements/refinancing/interest rate hedging, acquisition review, disposition review, capital expenditure planning for all properties under management
• Implemented general ledger accounting and financial reporting prior to accounting system implementation for numerous
• Managed entire implementation of MRI accounting software system portfolio-wide, including training of all internal and external users
• Worked directly with the Receiver and Receivership staff, along with the Principal of the management entity to manage all aspects of operations
**Professional Experience**

**2007 – Present  Vice President of Lawson Realty Corporation/**
**Director of Property Management – The Lawson Companies**

- Maintain integrity of owned and managed assets in order to maximize return on investment.
- Direct oversight of five Regional Property Managers, Director Maintenance, Director of Marketing, Director of Compliance and corporate Executive Administrator.
- Meet owner objectives for a real estate portfolio consisting of approximately 5,000 apartments and 215,000 square feet of commercial space in Virginia and South Carolina.
- Coordinate with staff to maintain the physical sustainability of the properties. Conduct regular inspections to ensure quality and preservation the asset.
- Responsible for the day-to-day administration of department operations, staff, and fiscal affairs to ensure efficient and reliable operation.
- Ensure financial stability. Oversee financial performance, budgets and long range capital planning for the portfolio. Review monthly financial accounting, monitor budget variances and provide required reporting on department activities. Recommend owner distributions.
- Responsible for ensuring compliance with regulatory agencies through proficiency with operations and procedures of HUD Project based Section 8, HUD 236, Tax Credits and Rural housing.
- Oversee the creation and implementation of detailed marketing plans to improve revenue and owner returns.
- Regular correspondence with owners to ensure investment goals are achieved.
- Ongoing development of property management system including operational policies, procedures and reporting guidelines. Establish procedure committees to achieve goals.
- Establish a fully comprehensive external an internal training program for property staff.
- Negotiate and execute contracts to ensure favorable terms, conditions and pricing.
- Actively seek and participate in new business ventures.

**2001 – 2007  Director of Compliance – The Lawson Companies**

- Responsible for maintaining compliance with regulatory agencies including the Department of Housing and Urban Development, Internal Revenue Service (Section 42), Virginia Housing Development Authority, United States Department of Agriculture (Rural Development) and the South Carolina Housing Finance and Development Authority.
- Participated in the purchase of 787 apartments in the Tidewater
Hampton Roads Development Corp.

RESUME OF HRDC MANAGING DIRECTOR

H. SCOTT HARDISON

Experience

- Single and multifamily development, sales and property management with Hampton Roads Development Corporation, Chesapeake Redevelopment and Housing Authority, GSH Real Estate, and Prudential Towne Realty
- Certified Trainer, VHDA Home Ownership Program
- Certified Housing Counselor, National Association of Housing Counselors
- Accredited Buyers Representative, National Association of Realtors
- Managing Broker, GSH Real Estate and Prudential Towne Realty
- Managing Director, Hampton Roads Development Corporation

Education

- Western Branch High School
- Virginia Polytechnic Institute and State University
- Old Dominion University, B.S, M.S.

Professional Associations (Past and Present)

- Hampton Roads Realtor Association
- Virginia Association of Realtors
- National Association of Realtors
- Hampton Roads Chamber of Commerce

Community Involvement (Past and Present)

- Portsmouth Partnership Steering Committee, Chairman and member
- Portsevents Board of Directors, President and member
- YMCA Board of Directors, President and member
- Chesapeake Redevelopment and Housing Authority Board of Commissioners, Chairman and member
- Churchland Rotary Club
- Portsmouth General Hospital Board of Directors
- Children’s Hospital of the King’s Daughters Development Board, Chairman and member
- Old Dominion Athletic Foundation Board of Trustees
Plans and Specifications or UxU Work Write-Up (Mandatory)
### Project Name
Bluegrass

### Inspection Date
February 10-11 2016

### ADA Unit (y/n)
Y (SEM)

### Building #
1

### Unit Number
10

---

**Check Items:** / for passing condition, R for repair, N for new replacement, -- for not applicable, CPT for carpet, VCT for vinyl tile

### Kitchen / Entry

| Component               | Condition
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Refrigerator</td>
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<td>Range</td>
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</tr>
<tr>
<td>Range Hood</td>
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<td>Dishwasher</td>
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<td>Sink</td>
<td></td>
</tr>
<tr>
<td>Faucet Set</td>
<td></td>
</tr>
<tr>
<td>Telephone Jack (y/n)</td>
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<tr>
<td>Plumbing</td>
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</tr>
<tr>
<td>Electrical / GFCI</td>
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<td>Faceplates</td>
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<tr>
<td>Entry Light Fixture</td>
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<tr>
<td>Kitchen Light Fixture</td>
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<tr>
<td>Undercabinet Light</td>
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<tr>
<td>Fixtures</td>
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<tr>
<td>Ceiling</td>
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<tr>
<td>Walls / GWB</td>
<td></td>
</tr>
<tr>
<td>Paint Condition</td>
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<tr>
<td>Coat Closet Door</td>
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<tr>
<td>Coat Closet Door Hardware</td>
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<tr>
<td>Apartment Entry Door</td>
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<tr>
<td>Entry Door Lockset</td>
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<td>Entry Door Deadbolt</td>
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### Bathroom

| Component               | Condition
<table>
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<tr>
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<tbody>
<tr>
<td>Electrical / GFCI</td>
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<td>Vanity Cabinet</td>
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<tr>
<td>Tub / Shower</td>
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<td>Tub Faucet Set</td>
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<td>Tub Shower Head</td>
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### Bedroom #1

| Component               | Condition
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<td>Closet Door Hardware</td>
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<td>Light Fixture</td>
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### Bedroom #2

| Component               | Condition
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<td>Walls / GWB</td>
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<td>Smoke Detector(s)</td>
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### Utilities & Miscellaneous

| Component               | Condition
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<td>Waste Pipe Material</td>
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<td>Floor Drain (y/n)</td>
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**Additional Comments**

**Heat Pump Make:**

**Model No.:**

**Serial No.:**

**Water Heater Make:**

**Model No.:**

**Serial No.:**

**Electrical Panel Model:**

**Comments:**

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<th>Project Name</th>
<th>Inspection Date</th>
<th>Inspector(s)</th>
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<td>BK</td>
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Check Items: Y for passing condition, R for repair, N for new replacement, — for not applicable, CPT for carpet, VCT for vinyl tile

**Kitchen / Entry**

<table>
<thead>
<tr>
<th>Item</th>
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</thead>
<tbody>
<tr>
<td>Refrigerator</td>
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</tr>
<tr>
<td>Range</td>
<td>Y</td>
</tr>
<tr>
<td>Range Hood</td>
<td>Y</td>
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<tr>
<td>Dishwasher</td>
<td>N</td>
</tr>
<tr>
<td>Sink</td>
<td>Y</td>
</tr>
<tr>
<td>Faucet Set</td>
<td>Y</td>
</tr>
<tr>
<td>Telephone Jack (yn)</td>
<td>Y</td>
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<tr>
<td>Plumbing</td>
<td>Y</td>
</tr>
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<tr>
<td>Faceplates</td>
<td>Y</td>
</tr>
<tr>
<td>Entry Light Fixture</td>
<td>Y</td>
</tr>
<tr>
<td>Kitchen Light Fixture</td>
<td>Y</td>
</tr>
<tr>
<td>Undercabinet Light Fixture</td>
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<tr>
<td>Ceiling</td>
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</tr>
<tr>
<td>Walls / GWB</td>
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<td>Paint Condition</td>
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<td>Floor Covering Type</td>
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<tr>
<td>Floor Covering</td>
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<tr>
<td>Window(s)</td>
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<tr>
<td>Coat Closet Door</td>
<td>Y</td>
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<tr>
<td>Coat Closet Shelving</td>
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</tr>
<tr>
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<tr>
<td>Apartment Entry Door</td>
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<td>Entry Door Lockset</td>
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<td>Window(s)</td>
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<td>Coat Closet Door Hardware</td>
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**Living / Dining / ENT**

<table>
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<tbody>
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<td>Window(s)</td>
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<td>Living Light Fixture</td>
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<td>Smoke Detector(s)</td>
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<td>Telephone Jack (yn)</td>
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**Bathroom**

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<td>Tub / Shower</td>
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<td>Tub Faucet Set</td>
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<td>Tub Shower Head</td>
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<td>Light Fixture</td>
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**Bedroom #1**

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<thead>
<tr>
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<tbody>
<tr>
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<tr>
<td>Light Fixture</td>
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<td>Cable Jack (yn)</td>
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**Bedroom #2**

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**Utilities & Miscellaneous**

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**Additional Comments**

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### Project Name: Bluegrass

**Inspection Date:** February 10-11 2016

**Inspector(s):** [Completed by](Signature)

**ADA unit (y/n):** Yes

**Building #:** 1

**Unit Number:** 103

#### Check Items: 
- R for passing condition, N for repair, N for new replacement, -- for not applicable, CPT for carpet, VCT for vinyl tile

### Kitchen / Entry

<table>
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### Living / Dining

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### Bathroom

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<td>Paint Condition</td>
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### Bedroom #1

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### Bedroom #2

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### Utilities & Miscellaneous

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### Additional Comments

- Heat Pump Make: [Completed by](Signature)
- Model No: [Completed by](Signature)
- Serial No: [Completed by](Signature)

- Water Heater Make: [Completed by](Signature)
- Model No: [Completed by](Signature)
- Serial No: [Completed by](Signature)

- Electrical Panel Model: [Completed by](Signature)

- Comments: [Completed by](Signature)
PLANS
**ACCESSIBLE ROUTE NOTES**

1. Protruding objects on circulation paths within common use areas to comply with ANSI 2009, Section 307, including:
   a. Protrusion limits: Objects with leading edges more than 27" and not more than 60" above the floor shall project a maximum horizontally into the circulation path. Exceptions include handrails, door closers, and door stops.
   b. Protruding objects: Objects on push or pull surfaces shall be permitted to overhang a maximum where more than 60" and not more than 80" above the floor. Objects on pull surfaces shall be permitted to project up to 1/2" where the pull or push is a greater than 17", shall have the lowest edge which object is 27" maximum or 80" minimum above the floor.
   c. Vertical clearance: Guardsrails or other barriers that are provided adjacent to where objects protrusion is beyond the limit allowed by Section 307.2 and 307.3, and where the vertical clearance is less than 80" above the floor. The leading edge of such guardrail or barrier shall be 27" maximum above the floor.

2. Protruding objects on circulation paths within public use areas to comply with ADAG 1994, Section 4.4, including:
   a. ADAAG 1994, Section 4.4.1: Objects projecting from walls.
   b. ADAAG 1994, Section 4.4.2: Objects projecting from railings.

3. Floor and ground surfaces (including floor material transitions) in common use areas shall be stable, firm, and resistant and shall comply with ANSI 2009, Section 303.2, including:
   a. ANSI 2009, Section 303.2.1: Carpet types.
   b. ANSI 2009, Section 303.2.2: Hard-surfaced floors.

4. Changes in level (including floor material transitions) in common use areas shall comply with ANSI 2009, Section 303.3, including:
   a. ANSI 2009, Section 303.3.1: Vertical changes.
   b. ANSI 2009, Section 303.3.2: Horizontal changes.
   c. ANSI 2009, Section 303.3.3: Ramps.

5. Changes in level (including floor material transitions) within accessible units to comply with ANSI 2009, Section 403.2, including:
   a. ANSI 2009, Section 403.2.1: Vertical changes.
   b. ANSI 2009, Section 403.2.2: Horizontal changes.
   c. ANSI 2009, Section 403.2.3: Ramps.

6. Floor and ground surfaces along accessible routes and in doors and adjacent spaces with public use areas shall be stable, firm, and resistant and shall comply with ADAAG 1994, Section 4.5, including:
   a. ADAAG 1994, Section 4.5.1: Changes in level.
   b. ADAAG 1994, Section 4.5.2: Changes in level.
   c. ADAAG 1994, Section 4.5.3: Changes in level.
   d. ADAAG 1994, Section 4.5.4: Changes in level.

7. Align top of window at 8'-0" AFF typicaly.

8. Provide tempered glass where noted in plans.

9. Provide tempered glass per VCC 2012, Section 303.2.

10. Provide two door viewers at Type A units.

11. Provide door viewer and door knocker at unit entry doors in satin nickel finish or design team approved alternate. Provide two door viewers at Type A units.

12. Provide door viewer and door knocker at unit entry doors in satin nickel finish or design team approved alternate. Provide two door viewers at Type A units.

13. Provide a stop for each interior door.

14. Provide lever knobs at all units entries, satin nickel finish, typical lever knobs for interior unit doors, satin nickel finish, or design team approved alternate.

15. Provide hinges as required if not provided with door set. (1) Pair per leaf for interior doors. (1-1/2) Pair per leaf for exterior doors.

16. Provide (1) stop for each interior door.

17. Provide a stop for each interior door.

18. Location of integral transoms to 9'-0" A.F.F. indicated in exterior elevations.

19. Full lite doors to meet/exceed U-Factor of 0.32 and SHGC of 0.27.

**FUTURE FACILITIES**

- Birchwood at Brambleton
- Creighton Rd & Shreveport Dr.
- Loudoun County, Virginia
- 2009 ICC/ANSI A-117.1 Accessible and Usable Buildings and Facilities
- 2012 Virginia Statewide Fire Prevention Code
- 2012 Virginia Energy Conservation Code
- 2012 Virginia Construction Code
- 2012 Virginia Plumbing Code
- 2012 Virginia Gas Code
- 2012 Virginia Life Safety Code (NFPA 101)

**Door Schedules**

- Door and window schedules provided with door and window schedules.

**Window Schedules**

- Window and door schedules provided with door and window schedules.

**Elevation**

- Door and window elevations provided with door and window elevations.

**Future Facilities**

- Birchwood at Brambleton
- Creighton Rd & Shreveport Dr.
- Loudoun County, Virginia
- 2009 ICC/ANSI A-117.1 Accessible and Usable Buildings and Facilities
- 2012 Virginia Statewide Fire Prevention Code
- 2012 Virginia Energy Conservation Code
- 2012 Virginia Construction Code
- 2012 Virginia Plumbing Code
- 2012 Virginia Gas Code
- 2012 Virginia Life Safety Code (NFPA 101)
1. Real Estate Tax Abatement
2. New project based subsidy from HUD or Rural Development
3. Rental Assistance Documentation (ex. RD/HUD HAP Contract; CHAP contract)
Tax Abatement
May 5, 2014

Philip H. Page, Jr.
Executive Director
Franklin Redevelopment and Housing Authority
601 Campbell Avenue
Franklin, VA 23851

Re: Confirmation of Payments in Lieu of Taxes for Berkley Court Apartments
601 Campbell Avenue, Franklin, VA

Dear Mr. Page:

This correspondence confirms the City's intention that the referenced apartments, consisting of 75 units to be rehabilitated, will be exempt from all real and personal property taxes and special assessments levied by the City of Franklin, and such rehabilitation will be in accordance with the terms and conditions of the cooperation agreement entered into between the City of Franklin and the Franklin Redevelopment and Housing Authority, dated February 26, 1979, and to the extent permitted by Federal and State laws and regulations.

From information and assurances provided by FRHA, it is the City's understanding that the Berkley Court Apartments will be conveyed to Berkley Court Apartments, L.P. in order to utilize development resources provided through the Low Income Housing Tax Credit (LIHTC) program, that all units rehabilitated by the limited partnership will be used for "low rent housing purposes" and that the partnership is established and will be administered compliant to applicable Federal and State laws. As required by the aforementioned cooperation agreement, FRHA will make certain payments in lieu of taxes (PILOT) to the City of Franklin for the apartments that are to be rehabilitated.

The City of Franklin appreciates the efforts of FRHA to provide housing assistance to disadvantaged families in Franklin. We look forward to our continued partnership to improve the quality of housing for all Franklin citizens.

Sincerely yours,

R. Randy Martin, City Manager
RFP Awarded
Gregory Mustric, Assistant Vice President
The Woda Group, Inc.
229 Huber Village Blvd., Suite 100
Westerville, OH 43081
gmustric@wodagroup.com

Dear Mr. Mustric:

Thank you for responding to Richmond Redevelopment and Housing Authority’s Request for Proposal No. RRHA-RFP-2016-05 for Project Based Voucher (PBV) Services issued on February 3, 2016. In response to your proposal, I am pleased to inform you that you have been awarded 20 PBVs for the Lambert Landing project located at 3828 Government Road, Richmond, VA. The term of the PBVs will be 15 years subject to the execution of a HAP contract. This commitment is in effect from March 1, 2016 - September 1, 2018 (30 months) subject to your satisfactory compliance with the terms and conditions stipulated in the aforementioned RFP.

In addition, if you indicated in your response to the aforementioned RFP that your project was applying for Low Income Housing Tax Credits (LIHTCs) through VHDA, then this commitment is contingent upon Lambert Landing project receiving an allocation of Low Income Housing Tax Credits no later than December 31, 2016.

Again, congratulations on receiving this commitment. We will be following up with you in the coming weeks regarding next steps.

Sincerely,

[Signature]

Dalton Fonville,
Interim Procurement Director
New Project-based Subsidy
February 24, 2016

Gregory Mustric
Assistant Vice President
The Woda Group, Inc.
229 Harbor Village Blvd.
Suite 100
Westerville, OH 43081

Dear Mr. Mustric:

Re: Request for Proposals
Project Based Voucher Program

I am pleased to inform you that the Newport News Redevelopment and Housing Authority Board of Commissioners approved the award of 5 project based vouchers to be used at Brennan Pointe II Apartments. Enclosed is a copy of the resolution passed by the Board.

Please contact Carl Williamson, Director of Housing Operations at 757-928-2659 to discuss the next steps.

Sincerely,

Karen R. Wilds
Executive Director

Enclosure
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY APPROVING PROJECT BASED VOUCHERS FOR THE WODA GROUP FOR BRENNAN POINTE II APARTMENTS

WHEREAS, The Woda Group plans to construct a 43 unit complex at 3150 Warwick Boulevard; and

WHEREAS, Brennan Pointe II Apartments will have an on-site manager who will schedule educational and counseling programs and establish partnerships with local service providers; and

WHEREAS, The Woda Group has responded to a Request for Proposals issued by the Newport News Redevelopment and Housing Authority (NNRHA) in a timely manner that meets NNRHA review criteria; and

WHEREAS, The Woda Group will provide information for a subsidy layering analysis and environmental review which must be approved by the U. S. Department of Housing and Urban Development (HUD); and

WHEREAS, the project is applying for Low Income Housing Tax Credits from the Virginia Housing Development Authority (VHDA) in the 2016 application round.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the NNRHA does hereby award five (5) project based vouchers to The Woda Group to be used at Brennan Pointe II Apartments contingent upon their compliance with all requirements set forth in its application to the Authority for project based vouchers. This commitment is for a ten year period, subject to continued funding of NNRHA by HUD for housing choice voucher assistance. Such assistance may be extended for an additional period deemed mutually acceptable to NNRHA and The Woda Group at any time deemed appropriate by both parties. This approval is subject to and contingent upon the successful review by HUD of the subsidy layering analysis and environmental review documents and the award of Low Income Housing Tax Credits by the VHDA in 2016.
Rental Assistance
RENTAL ASSISTANCE AGREEMENT

CASE NO. 54-084-505522113
PROJECT NO. 011

This Agreement effective on the 1st day of March, 2016 between

Creve Village Limited Partnership
("borrower") and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521 (a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the Parties agree as follows:

Section 1 The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), "Multiple Housing Obligation-Fund Analysis," or RD 3560-55, "Multiple Family Housing Transfer of Rental Assistance," for the project located

at 1606 W. Caroline Avenue, Creve, VA 23930

and known as Creve Village Apartments consisting of 40 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3560-8, "Tenant Certification." Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

Section 2 The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

Section 3 Borrower agrees to use due diligence in the verification and certification of tenants' incomes.

Section 4 In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

Section 5 Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

Section 6 Provisions Applicable if the Borrower is a Cooperative -

When the Borrower is a Cooperative:

(a) The term "tenant or occupant" will include a member of a cooperative. The term "household contribution" or "rent" will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.
Section 7  Renegotiation, Modification, Transfer, Termination

(a) The provisions of the Agreement may be modified, amended, or terminated, upon written agreement of the parties.

(b) If the borrower defaults under any provision of the loan agreement, resolution, note, interest credit agreement, security instrument, or other supplementary or related agreements, or violates any program regulations, then the Government may suspend or terminate this Agreement on any specified date following the default.

(c) If the Government determines that rental assistance units are not being used after initial rent-up or are not needed because of a lack of eligible tenants in the area, then they may be transferred to another project.

Section 8  Term of Agreement and Condition for Termination

(a) This Agreement and its attachments, and any additional rental assistance will expire automatically upon total disbursement or credit of rental assistance to the borrower's account, unless earlier suspended, transferred or terminated according to section 7 of this Agreement.

(b) The attachments, Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement are not renewable. If additional rental assistance is needed, the borrower may submit a "Request for Rental Assistance" on Form RD 3560-7 (Budget) at anytime. If additional or replacement units are provided, a copy of the AMAS Screen M1BI will be attached to and become a part this Agreement.

Section 9  Special Conditions - The borrower agrees that RD may attach a duly executed Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement and that it becomes a part hereof, and may be identified in Section 10 below.

Section 10  Record of Attachments For RD 3560-51 (Part III) or RD 3560-55

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By: [Signature]  Date: 3/24/16

RURAL HOUSING SERVICE  Area Specialist
MULTI FAMILY HOUSING
OBLIGATION - FUND ANALYSIS
PART III

OBLIGATION/DEOBIGATION OF RENTAL ASSISTANCE

44. CASE NUMBER
54-084-505522113

45. BORROWER NAME
CREWE VILLAGE LIMITED PARTN

46. PROJECT NUMBER
011

47. RA AGREEMENT NUMBER
160100

48. TYPE OF UNITS
B

49. TYPE OF ACTION
1

COMPLETE FOR OBLIGATION OF RA

50. NUMBER OF UNITS RECEIVE RENTAL ASSISTANCE
40

51. AMOUNT OF RA OBLIGATION
$257,469.00

COMPLETE FOR DEOBLIGATION OF RA

52. NUMBER OF UNITS DEOBLIGATED

53. AMOUNT OF RA DEOBLIGATION

54. REMARKS
Replaces Agreement No: 150200

St: 54  Srv Off: 604  Cnty: 084  Borr ID: 505522113  Prj Nbr: 01 1  Class: C
Borr Name: Crewe Village Limited Partnership
Project Name: Crewe Village Apts
Project Identifier: 000008529

Project Revenue Unit Count: 40  RA Unit Count: 40

RA Suspension  None

Display All Agreements

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Total RA Units 40

55. I HAVE REVIEWED THE BORROWER'S REQUEST FOR RENTAL ASSISTANCE FOR THE PROJECT AND REQUEST OBLIGATION OR DEOBLIGATION OF RENTAL ASSISTANCE FOR THE ABOVE.

DATE OF APPROVAL  17, FEB  2016

DATE OF OBLIGATION  February 19, 2016

Position 2

15 of 26
### Multi-Family Information System (MFIS)
#### Rental Assistance Agreement Detail

**Filters**
- State:ALL
- Management Agent/Borrower:ALL
- Assigned To:ALL
- Project Name: CREWE VILLAGE APTS
- Expiration: NA

**Servicing Office:** ALL  
**County:** ALL  
**Fund Code:** ALL  
**Labor Housing Type:** ALL  
**Fiscal Year:** ALL  
**Usable Units:** ALL  
**Paid Code:** Active  
**Agreement Status:**  
**Unpaid Bal Filter:** UNPAID  
**Detail:** Y  
**Summary:** Y

**Sort >> State/Servicing Office/County/Project Name**

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Total Number of Tenants Receiving RA: 38  
Active RA Units: 40  
Average Months RA Usage from Project Payments: 20869.09  
Number of Months RA Remaining at Average Usage: 13

---

*Sensitive but Unclassified/Sensitive Security Information - Disseminate on a Need-To-Know Basis Only*
Operating Budget Documentation
Clarification of 40% collected rents exhibited on page 15 of the application

40% rents shown on page 15 of the application are full contract rents (tenant portion plus project based voucher subsidy). This differs from the market study which only shows the tenant’s portion. On the following page is an excerpt from the Richmond Redevelopment and Housing Authority’s RFP for tenant based vouchers that this project was awarded. It shows the contract rents that the vouchers will support. When applying the utility allowance to these contract rents, the proforma rents on page 15 are still conservatively underwritten.

<table>
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<tr>
<th></th>
<th>RRHA standard</th>
<th>UA</th>
<th>Net contract rent for PBV 40% units</th>
<th>Proforma from Page 15</th>
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<td>$ 93</td>
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<tr>
<td>3 Bedroom</td>
<td>$ 1,306</td>
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Permanent Supportive Housing Certification
VHDA Permanent Supportive Housing Services Certification

Permanent Supportive Housing is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

Best practices are described by the U.S. Department of Health and Human Services: http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf

For consideration, provide all of the following:

1. Attach a list of developments for which you’ve provided permanent supportive housing services. Describe the types of services that were provided.

2. Describe your target population.

   People with disabilities, homeless, veterans

3. List the types of supportive services to be offered.

   - referral to case management
   - referral to mh services
   - referral to lifeskills training
   - 

4. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services?

   75 %

In addition, I/we certify the following:

Services

Tenant choice. Supportive housing tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive service tenants’ needs change over time, tenants can receive more or less intensive support services.

Assertive outreach and engagement. The service team will use a variety of outreach and engagement techniques to bring tenants into helping relationships.

Case management. Case managers will serve as the bridge between tenants and the supports that help them achieve stability and long-term tenancy.

Recovery supports. Services will include at least one of the following:

- Mainstream supports, e.g., income supports and entitlements from public benefits programs, health care from hospitals and clinics and employment help from vocational agencies
- Specialized supports, e.g., life skills training, budgeting, medication management and behavioral health treatment
- Natural supports, e.g., connections with peers, family, community and faith communities
Housing

**Tenant choice.** Supportive housing tenants will be able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services.

**Access.** Supportive housing units will be available to people who are experiencing homelessness, are precariously housed and/or who have multiple barriers to housing stability, including disabilities and substance abuse.

**Quality.** Supportive housing units will be similar to other units in the project.

**Integration.** Supportive housing tenants with disabilities will have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.

**Rights of tenancy.** Supportive housing tenant leases or subleases will confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met—paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.

**Affordability.** Supportive housing tenants should pay no more than 30% of their incomes toward rent and basic utilities.

**Coordination between housing and services.** Property managers and support service staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

**Delineated roles.** There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

______________________________
Date

Alleghany Apartments, LLC

Owner/Applicant

By:

Its: Executive Vice President/CEO

Title

06/21/2016

Page 2 of 2
Financing Sources
(incl Subsidized Funding)

- Donated land or below market land leases
- Financing commitment from Locality or LHA
- Tap fee waivers
- Virginia Housing Trust Fund
- VOICE $
- Bank loan commitment
- Locality resolution

Subsidized Funding = $ used to reduce development costs (but not REACH $)
Tap Fee Waiver
At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Tuesday, March 1, 2016 at 5:00 p.m.

IN RE: Fee Waiver Request: Windy Hill Foundation at Kincora

Vice Chairman Buona moved that the Board of Supervisors approve the Windy Hill Foundation request to waive fees in the amount up to $110,000 for the ninety-six affordable housing units in the Kincora development.

Seconded by Supervisor Volpe.

Voting on the Motion: Supervisors Buffington, Buona, Higgins, Letourneau, Meyer, Randall, Saines, Umstattd and Volpe – Yes; None – No.

A COPY TESTE:

[Signature]

DEPUTY CLERK FOR THE LOUDOUN COUNTY BOARD OF SUPERVISORS

(Item # 7, Fee Waiver Request: Windy Hill Foundation at Kincora)
CONTRACTOR AGREEMENT
Loudoun County
FOR
Kincora Affordable Workforce Housing Design

THIS AGREEMENT, entered this 1st day of July, 2011 by and between Loudoun County (herein called the "County") and Windy Hill Foundation, Inc. (herein called the "Contractor").

WHEREAS, the County has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 Community Development Block Grant (CDBG), from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the County wishes to engage the Contractor to assist the County in utilizing such funds for the program known as: Kincora Affordable Workforce Housing Design documents for VHDA Tax Credit

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities: The Contractor will be responsible for administering a CDBG Year 2011-2012 (Program Year 8) program entitled Kincora Affordable Workforce Housing Design, in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG Program:

   Program Delivery

   Activity: CDBG funds will be used to prepare all of the design and construction documents necessary to make a VHDA Tax Credit Application for a 96-unit mixed-income/mixed-use, multi-family residential project at Kincora.

   The Contractor's CDBG application dated December 13, 2010, and subsequent amendments, are attached hereto and incorporated herein as part of this Agreement.

   General Administration

   The Contractor will maintain program and financial records documenting eligibility, provisions of services, and Contractor's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives: The Contractor certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives - 1) project benefits at least 51% low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Implementation Schedule: Unless amended by mutual written agreement by the Contractor and the County, the Contractor will perform the described tasks in conformance with the schedule below.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XII. SEVERABILITY: If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

COUNTY
Loudoun County Board of Supervisors

By: ________________________________

Tim Hemstreet
Title: County Administrator

CONTRACTOR
Windy Hill Foundation, Inc.

By: ________________________________

(name)
Title: Vice President


In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XII. SEVERABILITY: If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall remain in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER: The County’s failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the County and the Contractor for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and the Contractor with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY

1 Harrison Street, S.E.,
Leesburg, VA 20175
Phone: (703) 777-0204
Fax: (703) 777-0421

By: Tim Hemstreet
Name: Tim Hemstreet
Title: County Administrator
Date: 7/30/12

CONTRACTOR
Windy Hill Foundation, Inc.

PO Box 1593
Middleburg, VA 20118
Phone: (540) 687-5866
Fax: (540) 687-3913

By: Joseph L. Boling
Name: Joseph L. Boling
Title: President
Date: 7/20/12
Financing Commitment from a Locality or PHA/LHA
March 3, 2016

Mr. JD Bondurant
Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220-6500

Re: Tab T: Project Financing Plan – The Village at Oakview

Dear Mr. Bondurant:

The Bristol Redevelopment and Housing Authority (BRHA) has developed a financing plan for The Village at Oakview project that includes both public and private sources of funding. These sources are outlined in the LIHTC application under "Sources of Funds” on pages 21 & 23. My purpose here is to provide additional details concerning these funding sources.

Replacement Housing Factor Grant Funds

BRHA has previously been approved for certain development funds for this project through HUD's Replacement Housing Factor grant program. The subject property was the site of public housing that is currently being demolished. When the demolition was approved by HUD, BRHA became eligible to use certain Replacement Housing Factor (RHF) grant funds to assist in redeveloping the site. We have attached a copy of Resolution 2015-3 passed by our Board of Commissioners that commits these RHF Funds in the total amount of $475,000 to the Village at Oakview project. BRHA will provide a sponsor loan to the project up to this amount from this source.

Capital Fund Grant Funds

BRHA receives an annual allocation of funds through HUD's Capital Fund Grant (CGF) program that are specifically allocated for capital improvement projects in our public housing inventory. Eligible use of these funds includes development/redevelopment of public housing projects. BRHA has included such development activity in its PHA Five-Year and Annual Plan for the period 2015-2019, which Plan has been approved by HUD.

We have attached a copy of Resolution 2015-3 passed by our Board of Commissioners that commits CGF Funds in the total amount of $500,000 to the Village at Oakview project. BRHA will provide a sponsor loan to the project up to this amount from this source.

BRHA Contribution

BRHA has committed $25,000 from its non-public reserves specifically for this development project. These funds are readily available in our Bristol Community Development LLC account. Bristol Community Development LLC is a wholly owned, private subsidiary of the Bristol Redevelopment and Housing Authority. A
copy of our Balance Sheet for Bristol Community Development LLC for the period ending February 28, 2016, is attached. BRHA will provide a sponsor loan in this amount to the project from this source.

**Below Market Rate Land Sale**

We will sell the land to the project for $200,000, a value that is below current market value. In Tab K we established that current Assessed Value of the land is $223,190 (for convenience we have also attached this valuation documentation here). We will provide a 30-yr Seller Note that will bear a below market interest rate and will not have any required monthly mortgage payments.

**Permanent Financing**

We will seek a mortgage loan to provide $750,000 in gap financing from a local/regional bank. We have ongoing and/or historical associations with both Regions Bank and BB&T, but will also consider other potential sources, such as Virginia Community Capital, that may offer innovative financing solutions for our needs.

BRHA will apply to the Federal Home Loan Bank - Affordable Housing Program to provide a up to $400,000 sponsor loan to the project.

**Conclusion**

Note that, at the end of the attached documents, we have also included a copy of Resolution 2016-4 recently passed by our Board of Commissioners that confirms our authority to submit this 2016 LIHTC application, as well as to pursue the additional funding resources that are mentioned above and others.

Because of the mix of private equity with public funding, our development plan is subject to final review and approval under HUD’s Mixed Finance Review process (subsidy layering review). Such review will be engaged with HUD concurrent with the 2016 LIHTC application review process by VHDA; we would anticipate completion of this process by the Fall of CY 2016.

Please let us know if you have any questions or would like additional details. Thank you.

Sincerely,

David E. Baldwin
Executive Director/CEO
RESOLUTION OF THE BRISTOL REDEVELOPMENT AND HOUSING AUTHORITY AUTHORIZING CERTAIN APPLICATIONS, CONVEYING LAND AND COMMITTING CERTAIN FUNDS IN CONNECTION WITH THE VILLAGE AT OAKVIEW DEVELOPMENT PROJECT

WHEREAS, The Bristol Redevelopment and Housing Authority (the "Authority") operates a public housing (PH) program under an Annual Contributions Contract with the Department of Housing and Urban Development ("HUD"); and

WHEREAS, the Authority did in the past submit an application to HUD for the Demolition and Disposition of the public housing development formerly known as Bonham Circle, VA 2-3, which application was approved by HUD in a letter dated May 23, 2014; and

WHEREAS, the Authority did in the past submit an application to HUD for Replacement Housing Factor funds ("RHF Funds") as a special allocation of Capital Funds to assist in redeveloping sites on which PH units have been demolished, which application was approved and funds have been allocated over a period of years; and

WHEREAS, the Authority has prepared a development plan under HUD’s mixed finance development program ("the Mixed Finance Program"), which plan provides for the use of such RHF Funds for the redevelopment of the public housing development formerly known as Bonham Circle, VA 2-3, and includes such activities as demolition, site improvements, and the construction of units on the site, which redevelopment project is now known as The Village at Oakview project ("the Project"); and

WHEREAS, the Project shall be comprised of parcels of land owned by the Authority, which land includes those parcels of the former Bonham Circle public housing site located at 401 Oakview Avenue and two adjacent lots at 701 and 705 Buckner Street, all of which parcels have been recombined through action with the City of Bristol into a single development parcel ("the Property"); and

WHEREAS, the aforementioned development plan has now been designated as The Village at Oakview development plan ("the Development Plan"); and
WHEREAS, the Mixed Finance Program requires the submission and approval of a separate Mixed Finance Plan; and

WHEREAS, development activities are an eligible cost in HUD’s public housing Capital Fund Program ("CFP"); and

WHEREAS, the Development Plan further requires the Authority to identify and secure additional financial resources, which primary additional resource is equity that can be provided through application to the Low-Income Housing Tax Credit (LIHTC) program; and

WHEREAS, in connection with such proposed LIHTC application the Authority has caused to be created a Virginia private corporate entity known as Village at Oakview, LLC, in which the Authority is the sole member; and

WHEREAS, HUD regulations governing the mixed finance development method allow a public housing authority to grant and/or loan its public funds to such a private corporate entity as part of a HUD-approved Mixed Finance Plan.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Bristol Redevelopment and Housing Authority that:

1. The Executive Director be and hereby is authorized and directed to prepare and submit a Low-Income Housing Tax Credit application to the Virginia Housing Development Authority (VHDA) seeking sufficient tax credits that can, in turn, provide the necessary equity funding, when combined with other resources, to develop The Village at Oakview project.

2. The Executive Director be and hereby is authorized and directed to prepare and submit a Mixed Finance Development Plan to HUD to secure approval for the development of The Village at Oakview project.

3. The Executive Director be and hereby is authorized and directed to prepare and execute a Purchase Option Agreement between the Authority and Village at Oakview, LLC, conveying the Property for the Project.

4. The Authority does hereby commit to the Village at Oakview, LLC $475,000 of Replacement Housing Factor and $500,000 of CFP Funds for the specific purpose of developing The Village at Oakview project, and does authorize conveyance of such funds at times appropriate to the development of the Project, subject only to receiving the necessary approval from HUD for such transfer.

5. The Executive Director be and hereby is authorized and directed to take such other actions as may be necessary to otherwise fulfill the intent of this Resolution.

COMMISSIONERS ACTION

Approved X________ Disapproved ____________
WHEREAS, The Bristol Redevelopment and Housing Authority (the "Authority") operates a public housing (PH) program under an Annual Contributions Contract with the Department of Housing and Urban Development ("HUD"); and

WHEREAS, the Authority did in the past submit an application to HUD for the Demolition and Disposition of the public housing development formerly known as Bonham Circle, VA 2-3, which application was approved by HUD in a letter dated May 23, 2014; and

WHEREAS, the Authority did in the past submit an application to HUD for Replacement Housing Factor funds ("RHF Funds") as a special allocation of Capital Funds to assist in redeveloping sites on which PH units have been demolished, which application was approved and funds have been allocated over a period of years; and

WHEREAS, the Authority has prepared a development plan under HUD’s mixed finance development program ("the Mixed Finance Program"), which plan provides for the redevelopment of the public housing development formerly known as Bonham Circle, VA 2-3, and includes such activities as demolition, site improvements, and the construction of units on the site, which redevelopment project is now known as The Village at Oakview project ("the Project"); and

WHEREAS, the Development Plan further requires the Authority to identify and secure additional financial resources, which primary additional resource is equity that can be provided through application to the Low-Income Housing Tax Credit (LIHTC) program; and

WHEREAS, the Authority did in 2015 apply for funds through the LIHTC program which application was successful; and

WHEREAS, the Authority now finds itself in a position of needing additional funds to complete the project and does desire to apply for additional LIHTC funds, as well as funds from other sources, including but not limited to the Virginia Housing Trust Fund and the Affordable Housing Program of the Federal Home Loan Bank.
NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Bristol Redevelopment and Housing Authority that:

1. The Executive Director be and hereby is authorized and directed to prepare and submit a Low-Income Housing Tax Credit application to the Virginia Housing Development Authority (VHDA) seeking additional tax credits that can, in turn, provide the necessary equity funding, when combined with other resources, to develop The Village at Oakview project.

2. The Executive Director be and hereby is authorized and directed to prepare and submit such other applications for funding such as those referenced above to aid in the development of The Village at Oakview project.

3. The Executive Director be and hereby is authorized and directed to take such other actions as may be necessary to otherwise fulfill the intent of this Resolution.

COMMISSIONERS ACTION

Approved

Disapproved

X
## Assets

### Current Assets

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**Total Current Assets** $91,131.45

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</table>

**Total Long Term Assets** $358,276.09

**TOTAL ASSETS** $449,407.54
<table>
<thead>
<tr>
<th>Liabilities and Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Liabilities</strong></td>
</tr>
<tr>
<td>Accounts Payable</td>
</tr>
<tr>
<td>Other Current Liabilites</td>
</tr>
<tr>
<td>Deferred Revenue</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
</tr>
<tr>
<td><strong>Long-Term Liabilities</strong></td>
</tr>
<tr>
<td>Long-Term Liabilities</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
</tr>
<tr>
<td><strong>Fund Balance</strong></td>
</tr>
<tr>
<td>Unrestricted Fund Balance</td>
</tr>
<tr>
<td>Restricted Fund Balance</td>
</tr>
<tr>
<td>Invested in Capital Assets - Net</td>
</tr>
<tr>
<td><strong>Fund Balance</strong></td>
</tr>
<tr>
<td>Total Operating Revenue</td>
</tr>
<tr>
<td>Total Operating Expenditures</td>
</tr>
<tr>
<td>Asset Purchases/RR Paid</td>
</tr>
<tr>
<td><strong>Result of Operations</strong></td>
</tr>
<tr>
<td><strong>Total Fund Balance</strong></td>
</tr>
<tr>
<td>TOTAL LIABILITIES AND FUND BALANCE</td>
</tr>
</tbody>
</table>
# The Village at Oakview Property Valuation 1
## Latest Assessment 2013 2

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Assessed Value</th>
<th>Acreage</th>
<th>Tax Map Parcels</th>
</tr>
</thead>
<tbody>
<tr>
<td>401 Oakview Avenue</td>
<td>$203,190</td>
<td>4.04</td>
<td>17, 14, 5, 1-10, 6A, 17, 14, 6, 5, 6, 6A, 17, 15, 4, 4-6, 10-14</td>
</tr>
<tr>
<td>701 Buckner Street</td>
<td>$10,000</td>
<td>0.19</td>
<td>17, 14, 5, 12</td>
</tr>
<tr>
<td>705 Buckner Street</td>
<td>$10,000</td>
<td>0.19</td>
<td>17, 14, 5, 11</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$223,190</td>
<td>4.42</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1. The Village at Oakview originally contained multiple parcels that have only now been recombined into a single development parcel (that has not been assessed). Assessment data is based on the most recent information for the component parcels.
2. All Assessed Values are based on most current City Assessment records (2013).
3. Values for address 401 Oakview Avenue are from Account 39021, Record No. 39021-01, Map # 17-(14)-5, 1-10+. It is noted that this Assessment record, labeled as “Govt Housing Project,” includes parcels for two separate public housing projects. Details have been calculated to reflect only those parcels that comprise the major portion of the subject property. Appropriate documentation from City Assessment records can be found in attached.
The attached "Record of Ownership" indicates parcels included in this property file. These parcels comprise two public housing sites: Rice Terrace and Bonham Circle. Land Valuation has been calculated based on relative acreages in the two separate PH projects:

<table>
<thead>
<tr>
<th>Land at:</th>
<th>Acreage</th>
<th>Percent</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rice Terrace:</td>
<td>7.46 Ac</td>
<td>(57.75%)</td>
<td>$375,375</td>
</tr>
<tr>
<td></td>
<td>5.46 Ac</td>
<td>(42.25%)</td>
<td>$274,625</td>
</tr>
<tr>
<td></td>
<td>12.92 Ac</td>
<td>(100.00%)</td>
<td>$650,000</td>
</tr>
<tr>
<td>Bonham Circle:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oakview Lots:</td>
<td>4.04 Ac</td>
<td>(31.26%)</td>
<td>$203,190</td>
</tr>
<tr>
<td></td>
<td>1.42 Ac</td>
<td>(10.99%)</td>
<td>$ 71,435</td>
</tr>
<tr>
<td></td>
<td>5.46 Ac</td>
<td>(42.25%)</td>
<td>$274,625</td>
</tr>
<tr>
<td>Mary St. Lots:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calculated Assessed Value of <strong>401 Oakview Avenue</strong>:</td>
<td></td>
<td></td>
<td><strong>$203,190</strong></td>
</tr>
<tr>
<td>YEAR</td>
<td>LAND VAL.</td>
<td>IMPV. VAL.</td>
<td>TOTAL VAL.</td>
</tr>
<tr>
<td>------</td>
<td>-----------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>20'3</td>
<td>650000</td>
<td>4221800</td>
<td>4871800</td>
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**GOVT HOUSING PROJECT**
**RICE TERRACE**
*OAKVIEW AVE*  
*17-14-5 1-10 +*  
*PLAT- 0000*  
*INST# 000000*  

**LAND USE**

<table>
<thead>
<tr>
<th>ACRES</th>
<th>USE VALUE</th>
<th>YEAR</th>
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</table>

**BUILDING PERMITS**

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<tr>
<th>NO.</th>
<th>TYPE</th>
<th>DATE</th>
<th>% of Corp</th>
<th>ASSESSMENT</th>
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<tr>
<td>20808</td>
<td>APT</td>
<td>10012001</td>
<td>100</td>
<td>146,800-</td>
</tr>
<tr>
<td>99999</td>
<td>BLDGS DEM</td>
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<td>482,400</td>
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<tr>
<td>Land</td>
<td>10000</td>
<td>Acres (3)</td>
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<td></td>
</tr>
<tr>
<td>--------</td>
<td>-------</td>
<td>-----------</td>
<td>-------------</td>
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</tr>
<tr>
<td>Use</td>
<td></td>
<td>Class 7 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impv.</td>
<td></td>
<td>*Zone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mtn Land</td>
<td></td>
<td>Par.(1)/Cd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timber</td>
<td></td>
<td>Ty/Rn/Lnd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mineral</td>
<td></td>
<td>P BkPg D</td>
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<tr>
<td>Tot Value</td>
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<td>W BkPg</td>
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</tr>
<tr>
<td>Total Tax</td>
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<td>Instrmt BS</td>
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<tr>
<td>Cons/Date</td>
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<th>Real Estate Maintenance REVIEW</th>
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<td>Acct# 000164763</td>
<td>CITY OF BRISTOL</td>
<td>eBill?</td>
<td>L-Chg 11/15/2013</td>
</tr>
<tr>
<td>Owner/Name Address Adr Chg Y</td>
<td>*Status</td>
<td>*Dist: 01 000 Batch</td>
<td>SSN#1:</td>
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<tr>
<td>HOUSING AUTHORITY</td>
<td></td>
<td>Tenant Name / Property Address</td>
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</tr>
<tr>
<td>809 EDMOND ST</td>
<td></td>
<td>000701 BUCKNER ST</td>
<td></td>
</tr>
<tr>
<td>BRISTOL VA 24201</td>
<td></td>
<td>00000</td>
<td></td>
</tr>
<tr>
<td>EDZ: CDA:</td>
<td></td>
<td>00000</td>
<td></td>
</tr>
<tr>
<td>Dsc1 WOOD LOT 12 BLK 5</td>
<td>Dsc2</td>
<td>*Billl Internet</td>
<td></td>
</tr>
<tr>
<td>Dsc3 701 BUCKNER ST</td>
<td>Dsc4</td>
<td>*Billl E-Check</td>
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<tr>
<td>Map# PAG 17 DC 14 BLK 5</td>
<td>LOT 12</td>
<td>Grantor:</td>
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<tr>
<td>Land</td>
<td>10000</td>
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<td>Assessment</td>
</tr>
<tr>
<td>------------</td>
<td>-------</td>
<td>-----------</td>
<td>------------</td>
</tr>
<tr>
<td>Use</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impv.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mtn Land</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timber</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mineral</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tot Value</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total Tax</td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>ID#</th>
<th>Code</th>
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<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Batch</td>
<td></td>
</tr>
<tr>
<td>Bill#</td>
<td>2194</td>
</tr>
<tr>
<td>1st Half</td>
<td>50.50</td>
</tr>
<tr>
<td>2nd Half</td>
<td>50.50</td>
</tr>
<tr>
<td>Tot. Tax</td>
<td>101.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cons/Date</th>
<th>10000 / 04122013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prort Dt</td>
<td>000000000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>F3=Exit</th>
<th>F4=Suppl</th>
</tr>
</thead>
<tbody>
<tr>
<td>F11=Transf</td>
<td>F24=More Keys</td>
</tr>
</tbody>
</table>
Documentation to Request Exception to Restriction (Pools w/Little or No Increase in Rent Burdened Population)
<table>
<thead>
<tr>
<th>New Construction Development (Including Adaptive Re-Use and Rehabilitation that Creates Additional Rental Space) - Pool with Little Or No Increase In Rent Burdened Population</th>
<th>Up to -20</th>
</tr>
</thead>
</table>

Additional Rental Space is defined as an increase in the amount of Net Rentable Square Feet beyond what exists at the time of site acquisition. Net Rentable Square Feet is defined more specifically in the Architect Certification.

Any proposed new construction development (including adaptive re-use and rehabilitation that creates additional rental space) located in an area identified by VHDA as an area with little or no increase in rent-burdened population (up to minus 20 points, depending upon the portion of the development that is additional rental space). This penalty applies to all Pools, except the At-Large Pool. Applications receive 0 points for this category in the At-Large Pool.

The Executive Director may make exceptions in the following circumstances:

1. specialized types of housing designed to meet special needs that cannot readily be addressed utilizing existing residential structures;
2. housing designed to serve as a replacement for housing being demolished through redevelopment; or
3. housing sponsored by a local housing authority that is an integral part of a neighborhood revitalization project, in which the LHA is the 100% owner of the tax credit ownership entity.

**Documentation:** The New Construction Development (Including Adaptive Re-Use and Rehabilitation that Creates Additional Rental Space) list is maintained by VHDA and can be found online. The development, for which LIHTCs are being requested, must be listed.
Non-profit or LHA Purchase Option or Right of First Refusal
REAL ESTATE RIGHT OF FIRST REFUSAL AGREEMENT

THIS REAL ESTATE RIGHT OF FIRST REFUSAL AGREEMENT (this “Agreement”), made and entered into as of February 23, 2016, by and between TIDEWATER FAIR APARTMENTS II, L.P., a Virginia limited partnership (“Seller” and Grantor), and HAMPTON ROADS DEVELOPMENT CORPORATION, a Virginia non-stock non-profit corporation (“Purchaser” and Grantee), provides as follows:

RECITALS:

A. Subject to the terms and conditions set forth herein, Seller desires to grant to Purchaser, and Purchaser desires to obtain from Seller, the exclusive right and right of first refusal to purchase the Property, on the terms and subject to the conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants, premises, conditions and undertakings herein set forth, Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Seller and Purchaser hereby covenant and agree as follows:

1. DEFINITIONS. In addition to any other terms defined elsewhere in this Agreement or as otherwise defined in the Partnership Agreement, the following terms shall have the following meanings, unless the context requires otherwise:

A. “Property” shall mean that certain piece or parcel of real estate located in the City of Suffolk, Virginia, and more particularly described on Exhibit A, attached hereto and made a part hereof, together with all appurtenances, rights, privileges and easements in any way benefiting, belonging, or appertaining to the Property, together with all buildings and improvements located on the Property, including, without limitation, the multi-family apartment buildings to be constructed thereon and to be known as October Station containing forty-eight (48) residential units, together with all mechanical systems, fixtures, equipment, compressors, engines, all electrical systems, fixtures and equipment, heating fixtures, systems and equipment, air conditioning fixtures, systems and equipment and plumbing fixtures, systems and equipment.
B. “Settlement” shall mean the closing of the purchase and sale of the Property pursuant to the provisions of this Agreement, which shall occur on the Settlement Date.

C. “Settlement Date” shall mean that certain date thirty (30) days after the exercise of the Refusal Right, or such extended date as may be agreed to in writing by Seller and Purchaser (but not before the expiration of the Compliance Period).

D. “Compliance Period” shall mean the “15 year initial compliance period” set forth in the Rules and Regulations for Allocation of Low-Income Housing Tax Credits, 13 VAC 10-180 et seq, as published in the Virginia Housing Development Authority, Low-Income Housing Tax Credit Program, 2016 Application Manual, including all amendments thereto and clarifications thereof (the “Regulations”), and as set forth in the Seller’s application for a reservation of a low-income housing tax credits pursuant to the Regulations.

2. **GRANT OF RIGHT OF FIRST REFUSAL.** In the event that the Seller receives a bona fide offer to purchase the Property, which offer the Seller intends to accept, Purchaser shall have a right of first refusal to purchase the Property (the “Refusal Right”) on the terms and conditions set forth in this Agreement and subject to the conditions precedent to the exercise of the Refusal Right specified herein. In addition to all other applicable conditions set forth in this Agreement, the foregoing grant of the Refusal Right shall be effective only if Purchaser is currently and remains at all times hereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Internal Revenue Code. Prior to accepting any bona fide offer to purchase the Property, the Seller shall notify Purchaser and the Investor Limited Partner a copy thereof (the “Refusal Exercise Notice”). The Seller shall not accept any offer unless and until the Refusal Right has expired without exercise by Purchaser under the terms hereof.

A. **Term of Refusal Right.** The term of the Refusal Right shall commence on the first day of the year immediately following the expiration of the Compliance Period for the Property, and shall expire upon the earlier of (i) consummation of the sale of the Property after the Compliance Period to a person other than the Purchaser after the Purchaser has failed to exercise its Refusal Right in accordance with this Agreement, or (ii) one year after the last day of the year in which the Compliance Period for the Property expires (the “Refusal Right Term”). Accordingly, the maximum term shall be one (1) year.

B. **Purchase Price Under Refusal Right.** The purchase price for the Property pursuant to the Refusal Right shall be equal to the “Purchase Price,” as defined hereafter.

3. **EXERCISE OF THE RIGHT OF FIRST REFUSAL.** The Refusal Right may be exercised by Purchaser by (a) giving written notice of its intent to exercise the Refusal Right to the Seller in compliance with the requirements hereof, and (b) complying with the terms, conditions and closing requirements hereof. Any notice of exercise of the Refusal Right shall be given within fifteen (15) days after Purchaser has received the Seller’s Refusal Exercise Notice.
pursuant to Paragraph 2 hereof. The notice of intent shall specify the Settlement Date (as defined above). If the Purchaser exercises the Refusal Right but fails to consummate the acquisition of the Property pursuant hereto for any reason other than a breach of this Agreement by the Seller, the Refusal Right shall terminate, and neither party hereto shall have any further rights or obligations to the other with respect to this Agreement. The Investor Limited Partner may not impose any further conditions or requirements on Purchaser’s exercise of the Refusal Right provided Seller has received a bona fide offer to purchase the Property and Seller has provided a copy of said bona fide offer to the Investor Limited Partner, as required by Section 2 hereof.

4. **PURCHASE AND SALE OF THE LAND.** If the Refusal Right is exercised as provided herein, then, upon the terms and conditions hereafter set forth, Seller hereby agrees to sell and convey the Property to Purchaser, and Purchaser hereby agrees to acquire and purchase the Property from Seller.

5. **PURCHASE PRICE.**

   A. **Amount of Purchase Price.** The purchase price (the “Purchase Price”) to be paid by Purchaser to Seller for the Property shall be an amount equal to the sum of (i) the principal amount of outstanding indebtedness secured by the Property, all other loans from the Seller’s members or its affiliates, any accrued interest on any of such debts (but not including any indebtedness incurred within the five (5) year period ending on the Settlement Date, except indebtedness incurred for capital improvements, repair, replacement or maintenance to the Property) (the “Indebtedness”), and (ii) an amount sufficient to enable Seller to distribute funds to its Partners pursuant to the liquidation provisions of the Partnership Agreement equal to the sum of (a) Exit Taxes, and any Federal, state and local income taxes owed by any Partner as a result of its receipt of the Exit Taxes. For purposes of this Agreement, “Exit Taxes” shall mean all Federal, state and local taxes attributable to such sale, including those incurred or to be incurred by the members of the Investor Limited Partner. Seller shall provide Purchaser with satisfactory evidence, including a proper accounting, of the amounts of the Indebtedness and the Exit Taxes which are payable for the purpose of calculating the Purchase Price, within ten (10) days following the date of exercise.

   B. **Payment of Purchase Price.** The Purchase Price shall be payable at the Settlement by wire transfer of immediately available funds.

6. **SETTLEMENT.** Settlement shall occur on the Settlement Date in the offices of Purchaser’s attorney, or at such other place as the parties may agree upon in writing. Possession of the Property shall be given to Purchaser at Settlement. Except as otherwise provided in this Agreement, Purchaser agrees to accept the Property at Settlement in “as is, where is” condition.
7. **TITLE.** Within ten (10) days after the effective exercise of the Refusal Right, Purchaser shall, at its expense, cause an examination of title to the Property to be made and shall advise Seller of those exceptions to title to the Property that render such title unmarketable. Any exceptions to title to the Property that do not render such title unmarketable, or of which Purchaser does not so notify Seller, shall hereafter be referred to as “Permitted Exceptions”. Within ten (10) days after receiving such notice from Purchaser, Seller shall notify Purchaser of Seller’s election either (i) to cure such exceptions, in which event Seller shall cure such exceptions promptly and at its expense, or (ii) not to cure such exceptions, in which event Purchaser shall either waive such condition and proceed to purchase the Property as provided herein or terminate this Agreement. If Purchaser so elects to terminate, this Agreement shall be of no further force and effect and the parties shall have no further rights or obligations hereunder. If Seller elects to remove, or cause the removal of, title exceptions as provided herein, the Settlement Date shall, if agreed by Purchaser, be extended for such time as Seller and Purchaser may agree. Unless Seller expressly agrees to do so, Seller shall have no obligation to cure or remove any title exceptions.

8. **DUE DILIGENCE.**

   A. **Purchaser’s Tests and Inspections.** Purchaser shall have the right during the period from the exercise of the Refusal Right until the Settlement Date, and upon 24 hours prior notice to Seller (which notice may be oral or written) to enter upon the Property and to perform, at Purchaser’s expense, economic, engineering, topographic, environmental, survey and marketing tests or any other studies, tests and due diligence as Purchaser elects. During this due diligence period, Seller agrees to make available to Purchaser for inspection any and all engineering studies and surveys relating to the Property that are in Seller’s possession and control. Purchaser agrees to indemnify against and hold Seller harmless from any claims, demands, liabilities, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys’ fees, arising from entry upon the Property by Purchaser, or any agents, contractors, or employees of Purchaser. Purchaser, at its own expense, shall promptly repair any damage to the Property caused by Purchaser’s tests, surveys, studies and inspections.

   B. **Copies of Tests and Studies.** Purchaser shall deliver to Seller copies of the written results of such tests, surveys, studies and inspections obtained pursuant to Paragraph 8(A) above.

   C. **Survey.** Purchaser, at Purchaser’s option and expense, may arrange for the preparation of a survey of the Property (the “Survey”) prior to Settlement.

9. **SETTLEMENT DELIVERIES.**

   A. **Seller’s Deliveries.** At Settlement, Seller shall deliver to Purchaser all of the following documents and instruments each of which shall have been duly executed on behalf of Seller, where appropriate.
1. A special warranty deed (the “Deed”) dated as of the Settlement Date conveying fee simple title to the Property free and clear of any monetary liens on the Property but subject to the Permitted Exceptions.

2. Appropriate resolutions or other consents of the Seller, authorizing (a) the execution of this Agreement on behalf of Seller and all other documents and instruments to be executed by Seller hereunder, and (b) the performance by Seller of Seller's obligations hereunder and under each of the other documents and instruments referred to herein.

3. A Certification of Non-Foreign Status pursuant to Section 1445 of the Internal Revenue Code that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and related regulations), and applicable federal and state tax reporting certificates.

4. The originals of all leases affecting the Property (the “Leases”).

5. An assignment and assumption agreement dated as of the Settlement Date assigning to Purchaser the Leases and such management agreements, service contracts and other agreements relating to the Property that are not terminated by Seller on or before the Settlement Date.

6. Tenant notification letters, dated as of the Settlement Date, informing the tenants of the Property that the Property has been sold to Purchaser and directing such tenants to pay rentals to Purchaser (or Purchaser’s designated agent).

7. An amount of cash (or a settlement statement credit adjustment) equal to the sum of the tenants’ security deposits held by Seller.

8. The Settlement Statement.

B. Purchaser’s Deliveries. At Settlement, Purchaser shall pay or deliver to Seller all of the following (each of which shall have been duly executed on behalf of Purchaser, where appropriate).

1. Appropriate resolutions or certificates of Purchaser, authorizing (a) the execution of this Agreement on behalf of Purchaser and all other documents and instruments to be executed by Purchaser hereunder, and (b) the performance by Purchaser of Purchaser’s obligations hereunder and under each of the other documents and instruments referred to herein.

2. The Purchase Price as provided in Section 5.B. hereof.

3. The Settlement Statement.
10. **SETTLEMENT COSTS: PRORATED ITEMS AND ADJUSTMENTS.**

A. **Settlement Costs.** Purchaser shall pay all costs of closing and transfer of the Property including the cost of the Survey, the title examination and the title insurance premium, all legal fees and all recording taxes and fees in connection with the recordation of the Deed, except the Virginia Grantor’s Tax which shall be paid by Seller.

B. **Prorations.** At Settlement, the following adjustments and prorations shall be computed as of the Settlement Date, and, as hereafter set forth, the cash portion of the Purchase Price shall be adjusted to reflect such prorations:

1. All rents from the Property (including without limitation, any prorata payments by tenants with respect to taxes, operating expenses and utility fees) earned and attributable to the period prior to and including the Settlement Date will be retained by Seller to the extent that such rents have been collected on or before the Settlement Date. Rents (including any such prorata payments) earned and attributable to the period after the Settlement Date will be paid to Purchaser, and, if received by Seller, will be paid by Seller promptly to Purchaser. Rents received by Purchaser within ninety (90) days after Settlement that were earned and attributable to the period prior to and including the Settlement Date will be paid promptly to Seller; provided, however, that all rents received by Purchaser shall be credited to the obligations of tenants in direct order of maturity, beginning with the first due.

2. At Settlement, Seller, at no expense to Purchaser, shall transfer to Purchaser (i) in cash, all security and other deposits and fees as to the Leases and all interest required by law or by the Leases to be accrued or paid thereon, and (ii) all rights to such deposits and fees owed by Tenants pursuant to the Leases but not paid to Seller.

3. Real property taxes shall be apportioned between Purchaser and Seller as of the Settlement Date based on the ratio of the number of days in the tax period for which such taxes are paid to the number of days in such period (a) before and including the Settlement Date (with respect to which Seller shall be responsible) and (b) after the Settlement Date (with respect to which Purchaser shall be responsible). All special assessments and other similar charges that have become a lien upon all or any portion of the Property as of the Settlement Date shall be apportioned as of the Settlement Date in the same manner as real property taxes. If after Settlement any proration is determined to have been inaccurate, the parties will promptly make the proper adjustment payment or payments.

4. All prepayments or payments made or payments due under the management, service and other agreements assumed by Purchaser shall be prorated as of the Settlement Date in the manner provided in subparagraph 3 hereof for the proration of real property taxes.
5. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated and adjusted as of the Settlement Date in the manner provided in subparagraph 3 hereof. If accurate prorations and other adjustments cannot be made at Settlement because current bills are not obtainable, the parties shall prorate as of the Settlement Date on the best available information, subject to adjustment upon receipt of the final bills. Seller shall use its best efforts to have the utility meters read on the date preceding the Settlement Date so as to determine the proration of current utility bills. In all cases where the utility company involved will permit, charges for utilities serving the Property shall be billed separately to Seller for the period prior to and including the Settlement Date and to Purchaser for the period after the Settlement Date. All other income and operating expenses of the Property will be prorated as of the Settlement Date. If after Settlement, any proration is determined to have been inaccurate, the parties will promptly make the proper adjustment payment or payments.

11. **PURCHASER'S REPRESENTATIONS AND WARRANTIES.** To induce Seller to enter into this Agreement and to sell the Property, Purchaser hereby makes the following representations, warranties and covenants as of the date hereof:

   A. **Authority.** Purchaser (i) is duly organized and validly existing, and (ii) has the authority (a) to execute and deliver this agreement and all other documents and instruments to be executed and delivered hereunder, and (b) to perform its obligations hereunder and under such other documents and instruments in order to purchase the Property in accordance with the terms and conditions hereof. All necessary actions have been taken by Purchaser to confer upon the persons executing this Agreement, and all documents that are contemplated hereby on Purchaser's behalf, the power and authority to do so.

   B. **Qualified Non-Profit Organization.** Purchaser is an organization described in Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986, as amended, and exempt from taxation under Section 501(c) of the Code, whose purposes include the fostering of low-income housing, and is a "qualified non-profit organization" as that term is defined in the Regulations.

12. **SELLER'S REPRESENTATIONS AND WARRANTIES.** To induce Purchaser to enter into this Agreement and to purchase the Property, Seller hereby makes the following representations, warranties and covenants as of the date hereof:

   A. **Authority.** Seller (i) is a duly organized and validly existing limited partnership under the laws of the Commonwealth of Virginia and (ii) has the power and authority (a) to execute and deliver this Agreement and all other documents and instruments to be executed and delivered by it hereunder, and (b) to perform its obligations hereunder and under such other documents and instruments in order to sell the Property in accordance with the terms and conditions hereof. All necessary actions have been taken to confer upon the person executing
this Agreement, and all documents that are contemplated hereby on Seller's behalf, the power and authority to do so.

B. **Compliance with Laws.** Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable statute, law, ordinance, rule or regulation. There is no action, suit, proceeding or investigation pending or, to Seller's knowledge, overtly threatened against Seller that would prevent the transaction contemplated by this Agreement or that would become a cloud on the title to the Property or that questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto.

C. **Conflict With Other Instruments and Agreements.** Neither the execution of this Agreement by Seller nor the consummation by Seller of the transaction contemplated hereby will (i) conflict with, or result in a breach of, any provision of Seller's partnership agreement or (ii) conflict with, result in a breach of any term of, or in the termination of, or accelerate any instrument or agreement to which Seller is a party, or by which it may be bound. Seller is not a party to and is not bound by any sales contract, option agreement, right of first refusal agreement or other contract or agreement providing for the sale or other conveyance by Seller of the Property or any portion thereof.

13. **CONDITIONS PRECEDENT.**

A. **Conditions for the Protection of Seller.** It shall be a condition precedent to Seller's obligation to provide the Refusal Exercise Notice and sell the Property and perform its other obligations hereunder that each and every one of the conditions set forth under this Section 13.A. shall have been satisfied at or before Settlement, and Seller agrees to use reasonable good faith efforts to obtain each of the following.

1. Seller shall have obtained an allocation of Low Income Housing Tax Credits from the Virginia Housing Development Authority in connection with the Property and in an amount acceptable to Seller by December 31, 2016.

2. Seller shall have constructed the Improvements and the same shall be occupied pursuant to duly authorized certificates of occupancy issued by the appropriate governmental authorities by December 31, 2018.

B. **The Seller's Right to Terminate.** Except as otherwise set forth above, if any condition set forth above is not satisfied within the Compliance Period, Seller shall have the right to terminate this Agreement and its obligation to sell the Property, in which event neither party shall have any further liability or obligation hereunder.

14. **CONDEMNATION AND RISK OF LOSS.**
A. **Condemnation.** In the event of condemnation or receipt of notice of condemnation of all of the Property, or any portion thereof, prior to the Settlement Date, Seller shall give written notice to Purchaser promptly after Seller receives such notice or otherwise learns of such condemnation or conveyance in lieu thereof. If all of the Property is, or is to be, condemned, this Agreement shall terminate immediately. If a material portion of the Property is, or is to be, condemned or taken, Purchaser, at its option, may elect either (a) to terminate this Agreement effective upon written notice to Seller not later than ten (10) days after receipt of notice from Seller, or (b) not to terminate this Agreement and proceed to Settlement, in which event the condemnation proceeds shall be applied as a credit to the Indebtedness.

B. **Risk of Loss.** The risk of loss or damage to the Property after the exercise of the Refusal Right and prior to the Settlement, by casualty, act of God or any other event, shall be upon Seller.

15. **REAL ESTATE COMMISSION.** Seller and Purchaser each hereby represents and warrants to the other that no broker, finder, real estate agent or other person has acted for or on its behalf in bringing about this Agreement, and each party hereby agrees to indemnify against and hold the other harmless from any claims, demands, losses, damages, liabilities, suits, actions, costs and expenses, including, without limitation, attorneys' fees, incurred in connection with a breach by the indemnifying party of the preceding representation and warranty. Seller hereby notifies Purchaser that principals of Seller’s General Partner are licensed as real estate brokers in the Commonwealth of Virginia. Purchaser hereby notifies Seller that H. Scott Hardison and Matthew S. Hardison (principals of Purchaser) are licensed as either real estate brokers or agents in the Commonwealth of Virginia.

16. **DEFAULT.** If, after the exercise of the Refusal Right and prior to Settlement, Purchaser defaults in the performance of any of its obligations under this Agreement, Seller may, at the option of Seller, give Purchaser prompt written notice of such default, and, after ten (10) days written notice thereof (if Purchaser fails to cure such default within such time), Seller shall be entitled to all remedies at law and in equity with respect thereto, including, but not limited to, the right to specific performance of this Agreement and the right to recover Seller’s attorneys’ fees incurred in connection therewith.

17. **GENERAL PROVISIONS.**

A. **Completeness and Modification.** This Agreement constitutes the entire agreement between the parties as to the transactions contemplated herein and supersedes all prior and contemporaneous discussions, understandings and agreements between the parties.

B. **Assignments.** Purchaser may not assign its rights hereunder without the prior written consent of Seller, in Seller’s sole discretion. Notwithstanding the above, the Purchaser’s rights under this Agreement may be assigned to another “qualified non-profit organization”, as
defined in Regulations, at the option of the Purchaser, with the approval of the Virginia Housing Development Authority ("VHDA"), or in the event the Purchaser goes out of existence prior to the end of the Compliance Period, at the option of and upon the approval of VHDA.

C. **Recordation.** In the event the Seller receives an unconditional reservation of low-income housing tax credits from VHDA, pursuant to the Regulations, on the Property, then this Agreement shall be recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia, at the Seller's expense.

D. **Survival.** Seller's representations, warranties, covenants and agreements made in, or pursuant to, this Agreement shall not survive Settlement and shall merge with the delivery and recordation of the Deed.

E. **Governing Law.** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia.

F. **Severability.** If any term, covenant or condition of this Agreement, or the application thereof, to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

G. **Notices.** Any notice expressly provided for or permitted under this Agreement shall be in writing, shall be given either manually or by mail or overnight delivery service, and shall be deemed sufficiently given when received by the party to be notified at its address set forth below, or three (3) business days after being mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to such party at such address, whichever shall first occur. Any party and any representative designated below, by notice to the other party, may change its address for receiving such notices.

If to Seller: Tidewater Fair Apartments II, L.P.
c/o Lawson Realty Corporation
373 Edwin Drive
Virginia Beach, Virginia 23462
Attention: Steven E. Lawson

If to Purchaser: Hampton Roads Development Corporation
701 Greenbrier Parkway
Chesapeake, Virginia 23320
Attention: H. Scott Hardison, Managing Director
H. **Incorporation by Reference.** All of the Exhibits attached or referred to herein and all documents in the nature of such Exhibits are by this reference incorporated herein and made a part of this Agreement.

I. **Interpretation.** The section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever used herein, the singular number shall include the plural and vice versa, and the use of any gender shall include all other genders, all as the context may require.

J. **Business Days.** If any action is required under the provisions of this Agreement to occur by a date that is a Saturday, Sunday or legal holiday, such date shall be extended to the first day thereafter that is not a Saturday, Sunday or legal holiday.

K. **Waiver.** No waiver or purported waiver by Seller shall be valid against Seller unless it is in writing and signed by Seller.

*[Signatures on Next Page]*
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and
year first written above.

SELLER:

TIDEWATER FAIR APARTMENTS II, L.P.
By: Tidewater Fair Apartments II GP, LLC,
General Partner

By: [Signature]

Steven E. Lawson, Manager

STATE OF VIRGINIA, )
CITY OF NORFOLK ) TO-WIT:

The foregoing instrument was acknowledged before me this 21st day of February,
2016, by Steven E. Lawson, Manager of Tidewater Fair Apartments II GP, LLC, a Virginia
limited liability company, as General Partner on behalf of Tidewater Fair Apartments II, L.P. He
is known to me or produced a driver’s license as identification.

My Commission Expires: 3/31/2017

Registration Number: 194043

[Signature]

Notary Public
PURCHASER:

HAMPTON ROADS DEVELOPMENT CORPORATION

By: ______________________________ (SEAL)
H. Scott Hardison, Managing Director

STATE OF VIRGINIA    )
CITY OF NORFOLK      )

TO-WIT:

The foregoing instrument was acknowledged before me this 1st day of March 2016, by H Scott Hardison, as Managing Director of Hampton Roads Development Corporation, on behalf of the corporation. He is known to me or has presented a driver’s license as identification.

My Commission Expires: Sept. 30, 2019
Registration Number: 7508867

[Signature]
Notary Public

[Notary Seal]
COMMONWEALTH OF VIRGINIA

TFA II - Right of First Refusal-HRDC 2-26-16.doc
13
EXHIBIT A

OCTOBER STATION APARTMENTS

BEGINNING AT A POINT AT THE NORTHEAST CORNER OF ROSEMONT AVENUE; THENCE WITH THE RIGHT OF WAY OF ROSEMONT AVENUE, A CURVE CURVING TO THE RIGHT A RADIUS OF 5.00', AN ARC LENGTH OF 4.48', A CHORD BEARING OF N 12°42'30" E, A CHORD LENGTH OF 4.33', A DELTA ANGLE OF 51°18'58" TO A POINT; THENCE, A REVERSE CURVE CURVING TO THE LEFT, A RADIUS OF 43.00', AN ARC LENGTH OF 9.52', A CHORD BEARING OF N 32°01'20" E, A CHORD LENGTH OF 9.50', A DELTA ANGLE OF 12°41'03" TO A POINT; THENCE, A REVERSE CURVE CURVING TO THE RIGHT, A RADIUS OF 5.00', AN ARC LENGTH OF 4.48', A CHORD BEARING OF N 51°20'10" E, A CHORD LENGTH OF 4.33', A DELTA ANGLE OF 51°18'58" TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF FREENEY AVENUE; THENCE, ALONG THE AFORESAID RIGHT OF WAY LINE, N 76°59'42" E A DISTANCE OF 192.53' TO A POINT; THENCE, A CURVE CURVING TO THE LEFT A RADIUS OF 4025.00', AN ARC LENGTH OF 325.20', A CHORD BEARING OF N 74°40'50" E, A CHORD LENGTH OF 325.11', A DELTA ANGLE OF 4°37'45" TO A POINT; THENCE, A REVERSE CURVE CURVING TO THE RIGHT A RADIUS OF 20.00', AN ARC LENGTH OF 26.31', A CHORD BEARING OF S 69°56'13" E, A CHORD LENGTH OF 24.45', A DELTA ANGLE OF 75°21'36" TO A POINT; THENCE, N 77°22'54" E A DISTANCE OF 12.00' TO A POINT IN THE WSETERN LINE OF A 20' PRIVATE INGRESS/EGRESS EASEMENT; THENCE, ALONG THE WESTERN AND NORTHERN LINE OF THE 20' PRIVATE INGRESS/EGRESS EASEMENT THE FOLLOWING FIVE COURSES S 12°37'06" E A DISTANCE OF 71.28' TO A POINT; THENCE, A CURVE CURVING TO THE RIGHT A RADIUS OF 23.00', AN ARC LENGTH OF 34.53', A CHORD BEARING OF S 30°23'42" W, A CHORD LENGTH OF 31.38', A DELTA ANGLE OF 86°01'39" TO A POINT; THENCE, A COMPOUND CURVE CURVING TO THE RIGHT A RADIUS OF 4130.57', AN ARC LENGTH OF 335.66', A CHORD BEARING OF S 74°40'04" W, A CHORD LENGTH OF 335.57', A DELTA ANGLE OF 4°39'22" TO A POINT; THENCE, S 76°59'42" W A DISTANCE OF 195.12' TO A POINT; THENCE, A CURVE CURVING TO THE RIGHT A RADIUS OF 11.84', AN ARC LENGTH OF 18.06', A CHORD BEARING OF N 55°39'59" W, A CHORD LENGTH OF 16.36', A DELTA ANGLE OF 87°23'58" TO A POINT IN THE EASTERN RIGHT OF WAY LINE OF ROSEMONT AVENUE; THENCE WITH THE EASTERN RIGHT OF WAY OF ROSEMONT, A REVERSE CURVE CURVING TO THE LEFT A RADIUS OF 220.96', AN ARC LENGTH OF 22.15', A CHORD BEARING OF N 10°07'08" W, A CHORD LENGTH OF 22.14', A DELTA ANGLE OF 5°44'40" TO A POINT; THENCE, N 12°56'56" W A DISTANCE OF 61.36' TO THE POINT OF BEGINING; HAVING AN AREA OF 60,329 SQUARE FEET OR 1.3850 ACRES.
Attorney’s Opinion
(Mandatory)
Attorney’s Opinion Letter

General Instructions:

1. This Opinion must be included with application (at Tab W).

2. This Opinion must be submitted under law firm’s letterhead.

3. Any changes to this form, other than filling in blanks or making the appropriate selections in bracketed language, must be accompanied by a black-lined version indicating all additional changes to the opinion. Altered opinions are subject to acceptance by the Authority and must be approved prior to the application deadline.

If you have any questions, please call Jim Chandler at VHDA (804) 343-5786.
Attorney’s Opinion Letter

DATE (Must be on or after the application date below)

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220-6500

RE: 2016 Tax Credit Reservation Request

Name of Development: ________________________________
Name of Owner: ________________________________

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated __________ (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Parts VIII and IX of the Application form, complies with all applicable requirements of the Code and Regulations.

2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development in Part VIII of the Application form and (b) of the Estimated Qualified Basis of each building in the Development in Part IX of the Application form comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

3. The appropriate type(s) of allocation(s) have been requested in Subpart I-D of the Application form.

4. The information set forth in Subpart VII-C of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

5. The site of the captioned Development is controlled by the Owner, as identified in Subpart II-A of the Application, for a period of not less than four (4) months beyond the application deadline.
ATTORNEY’S OPINION LETTER, continued

6. [Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.

7. [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in Subpart II-D of the Application form.

8. [Delete if inapplicable] It is more likely than not that the representations made under Subpart I-F of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.

9. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under Subpart I-E of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.

________________________________________  
Firm Name

By: _______________________________________

Its: _______________________________________

(Title)
Marketing Plan
(Mandatory for Units Meeting Accessibility Requirements of HUD Section 504 & Developmental Disability)

This marketing plan must indicate that the development will be listed on virginiahousingsearch.com
MARKETING PLAN FOR ACCESSIBLE UNITS
October Station Apartments

OWNER’S INTENT

October Station Apartments intends to include **five (5) accessible units for people in need of rental housing with accessible units.** The accessible units will be held vacant for a minimum of sixty (60) days during which ongoing marketing efforts will be documented. If a qualified household including a person with a disability is not located in that timeframe, Lawson Realty will submit the evidence of marketing to VHDA’s Program Compliance Officer and request approval to rent the unit to any income-qualified household. If the request is approved, the lease will contain a provision that the household must move to a vacant unit if a household including a person with a disability applies for the unit. The move will be paid for by the owner.

Lawson Realty will also be providing a first preference on its waiting list for persons with an intellectual or developmental disability (ID/DD) for five (5) units.

IMPLEMENTATION OF OWNER’S INTENT

Lawson Realty Corporation, the Management Agent, will rent accessible units only to qualified households, unless a qualified tenant cannot be found during the sixty (60) day marketing effort. Concentrated marketing efforts will occur, in addition to normal routine marketing strategies, to insure qualified individuals are aware of the availability of accessible units.

**Concentrated Marketing Efforts:**

**VirginiaHousingSearch.com** – Lawson Realty will post October Station Apartments on the virginiahousingsearch.com website. We will communicate the fact that the development has accessible units.

**Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS)** – Lawson Realty will obtain referrals from Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) during the initial lease-up process.

**Local physical therapy offices** – Lawson Realty will contact local physical therapy offices throughout the region to communicate the availability of accessible units at October Station Apartments.
Local hospitals – Lawson Realty will contact the discharge departments at local hospitals to communicate the availability of accessible units at October Station Apartments.

The Endependence Center – Lawson Realty established a sound relationship with The Endependence Center in the early 1990’s to insure the common area managed properties in our portfolio are in compliance with ADA laws. We have had (and continue to have) discussions with their housing specialists to assist them in identifying accessible housing in our portfolio. Lawson Realty will continue to communicate routinely with The Endependence Center on behalf of October Station Apartments to communicate availability of accessible units.

The Community Services Board – Lawson Realty has communicated with The Community Services Board of several cities to identify housing needs and inform them of availability of accessible units. We will continue to communicate with them to identify units available at October Station Apartments.

Local Social Services Departments – Lawson Realty will communicate with the local municipalities’ social services departments to inform them of the availability of accessible units at October Station Apartments.

Local Housing Authorities’ Housing Choice Voucher Departments – Lawson Realty will communicate with the Local Housing Authorities that October Station Apartments accepts Housing Choice Vouchers for their accessible units. The property may also be available for qualified households on the Housing Choice Voucher waiting lists.

Orthopedic and Prosthetic Offices – Lawson Realty will market to orthopedic and prosthetic offices to communicate the availability of accessible units at October Station Apartments.

AccessVA.org and other supportive non-profit organizations – Communicate with accessibility-minded organizations to inform them of the availability of accessible units at the property.

VHDA – Insure VHDA representatives charged with accessible unit outreach are aware of the availability of these units at our property.

Normal Routine Marketing:

Industry Publications – Lawson Realty routinely markets properties in The Apartment Guide and The Apartment Book in the Hampton Roads region when marketing conditions necessitate the expenditure. These publications reach a vast number of individuals interested in apartment living. We will identify the fact that October Station Apartments has accessible units available at the community.
Newspaper/Internet Advertisements – Both newspaper and internet advertisements are excellent vehicles to reach a broad target group for housing (as needed by the property as these are costly vehicles, but effective). We will identify the availability of accessible units when advertising through these mediums.

Resident Newsletters – October Station Apartments will continue to send out periodic newsletters to the residents of the community. In future publications Lawson Realty will communicate the presence of accessible units at the community.

Referrals – Lawson Realty pays residents who refer households who qualify and move into our communities. We will inform our client base of the availability of accessible units and continue to pay incentives. Lawson Realty also promotes referrals by other Lawson Communities. There are approximately 5,400 apartments in our management portfolio and Property Managers will be informed of the availability of accessible units at the community.

Lawson Realty will not be restricted solely to the marketing means identified above, but will continue to explore other marketing means of spreading the word that October Station Apartments has accessible units at the community.