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# 2019 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **2:00 PM**  
Richmond, VA Time On **March 14, 2019**

#### Tax Exempt Bonds

Applications should be received at VHDA at least one month before the bonds are *priced* (if bonds issued by VHDA), or 75 days before the bonds are *issued* (if bonds are not issued by VHDA)



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

## INSTRUCTIONS FOR THE VIRGINIA 2019 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 2016. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

**An electronic copy of your completed application is a mandatory submission item.**

### Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **2:00 PM** Richmond Virginia time on **March 14, 2019**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

**Applicants should submit all application materials in electronic format only.**

**There should be distinct files which should include the following:**

- 1. Application For Reservation – the active Microsoft Excel workbook**
- 2. A PDF file which includes the following:**
  - Application For Reservation – Signed version of hardcopy
  - All application attachments (i.e. tab documents, excluding market study and plans & specs)
- 3. Market Study – PDF or Microsoft Word format**
- 4. Plans - PDF or other readable electronic format**
- 5. Specifications - PDF or other readable electronic format (may be combined into the same file as the plans if necessary)**
- 6. Unit-By-Unit work write up (rehab only) - PDF or other readable electronic format**

### **IMPORTANT:**

**VHDA can accept files via our work center site Procorem or on flash/thumb drives. Contact Hope Rutter for access to Procorem.**

**Do not submit any application materials to any email address unless specifically requested by the VHDA LIHTC Allocation Department staff.**

### Disclaimer:

VHDA assumes no responsibility for any problems incurred in using this spreadsheet or for the accuracy of calculations. Check your application for correctness and completeness before submitting the application to VHDA.

### Entering Data:

Enter numbers or text as appropriate in the blank spaces highlighted in yellow. Cells have been formatted as appropriate for the data expected. All other cells are protected and will not allow changes.

### **Please Note:**

- ▶ **VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.
- ▶ Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.
- ▶ The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the application has been entered.
- ▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

### Assistance:

If you have any questions, please contact the VHDA LIHTC Allocation Department. Please note that we cannot release the copy protection password.

### **VHDA LIHTC Allocation Staff Contact Information**

<b>Name</b>	<b>Email</b>	<b>Phone Number</b>
JD Bondurant	<a href="mailto:johndavid.bondurant@vhda.com">johndavid.bondurant@vhda.com</a>	(804) 343-5725
Hope Coleman Rutter	<a href="mailto:hope.rutter@vhda.com">hope.rutter@vhda.com</a>	(804) 343-5574
Sheila Stone	<a href="mailto:sheila.stone@vhda.com">sheila.stone@vhda.com</a>	(804) 343-5582
Stephanie Flanders	<a href="mailto:stephanie.flanders@vhda.com">stephanie.flanders@vhda.com</a>	(804) 343-5939
Pamela Freeth	<a href="mailto:pamela.freeth@vhda.com">pamela.freeth@vhda.com</a>	(804) 343-5563
Jovan Burton	<a href="mailto:Jovan.burton@vhda.com">Jovan.burton@vhda.com</a>	(804) 343-5518

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## 2019 Low-Income Housing Tax Credit Application For Reservation

Please indicate if the following items are included with your application by putting an 'X' in the appropriate boxes. Your assistance in organizing the submission in the following order, and actually using tabs to mark them as shown, will facilitate review of your application. Please note that all mandatory items must be included for the application to be processed. The inclusion of other items may increase the number of points for which you are eligible under VHDA's point system of ranking applications, and may assist VHDA in its determination of the appropriate amount of credits that may be reserved for the development.

- \$1,000 Application Fee **(MANDATORY)**
- Electronic Copy of the Microsoft Excel Based Application **(MANDATORY)**
- Scanned Copy of the **Signed** Tax Credit Application with Attachments (excluding market study and plans & specifications) **(MANDATORY)**
- Electronic Copy of the Market Study **(MANDATORY - Application will be disqualified if study is not submitted with application)**
- Electronic Copy of the Plans **(MANDATORY)**
- Electronic Copy of the Specifications **(MANDATORY)**
- Electronic Copy of the Physical Needs Assessment **(MANDATORY if rehab)**
- Electronic Copy of Appraisal **(MANDATORY if acquisition credits requested)**
- Electronic Copy of Environmental Site Assessment (Phase I) **(MANDATORY if 4% credits requested)**
- Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests **(MANDATORY)**
- Tab B: Virginia State Corporation Commission Certification **(MANDATORY)**
- Tab C: Principal's Previous Participation Certification **(MANDATORY)**
- Tab D: List of LIHTC Developments (Schedule A) **(MANDATORY)**
- Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment **(MANDATORY)**
- Tab F: Architect's Certification and RESNET Rater Certification **(MANDATORY)**
- Tab G: Zoning Certification Letter **(MANDATORY)**
- Tab H: Attorney's Opinion **(MANDATORY)**
- Tab I: Nonprofit Questionnaire **(MANDATORY for points or pool)**
- The following documents need not be submitted unless requested by VHDA:
- Nonprofit Articles of Incorporation
  - IRS Documentation of Nonprofit Status
  - Joint Venture Agreement (if applicable)
  - For-profit Consulting Agreement (if applicable)
- Tab J: Relocation Plan **(MANDATORY, if tenants are displaced)**
- Tab K: Documentation of Development Location:
- K.1 Revitalization Area Certification
- K.2 Location Map
- K.3 Surveyor's Certification of Proximity To Public Transportation
- Tab L: PHA / Section 8 Notification Letter
- Tab M: Locality CEO Response Letter
- Tab N: Homeownership Plan
- Tab O: Plan of Development Certification Letter
- Tab P: Developer Experience documentation and Partnership agreements
- Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
- Tab R: Documentation of Operating Budget and Utility Allowances
- Tab S: Supportive Housing Certification
- Tab T: Funding Documentation
- Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population
- Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
- Tab W: (Reserved)
- Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504



A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 2/8/2019

1. Development Name: Henrico Arms Apartments
2. Address (line 1): 1664 Henrico Arms Place  
 Address (line 2):   
 City: Richmond State: VA Zip: 23231
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000  
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:  
 City/County of ▶ Henrico County
5. The site overlaps one or more jurisdictional boundaries..... FALSE  
 If true, what other City/County is the site located in besides response to #4?..... ▶
6. Development is located in the census tract of: 2015.01
7. Development is located in a **Qualified Census Tract**..... FALSE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** ..... FALSE
10. Development is located in a **Revitalization Area designated by resolution** ..... FALSE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE  
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....
 

	3%	10%	12%
	FALSE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 4
- Planning District: 5
- State Senate District: 9
- State House District: 71

Click on the following link for assistance in determining the districts related to this development:

[Link to VHDA's HOME - Select Virginia LIHTC Reference Map](#)

14. **ACTION:** Provide Location Map (**TAB K2**)

15. Development Description: In the space provided below, give a brief description of the proposed development

The project is comprised of twenty-nine (29), two (2) story, garden-style buildings plus a management office building, a maintenance building, a community building plus 348 surface parking spaces located in Richmond, VA. The current owner, a Silver Street affiliate, acquired the Property in December 2003 and subsequently completed a rehabilitation of the Property in December 2004 via a 4% LIHTC transaction utilizing \$10.0 million in bonds issued by Suffolk Redevelopment and Housing Authority ("SRHA"). An affiliate of the current owner proposes to acquire and rehabilitate the property via a 4% LIHTC resyndication financed by short-term, tax exempt bonds issued by SRHA and cash collateralized and repaid from the proceeds of a HUD 221(d)(4) first mortgage loan and the sale of LIHTC to a selected LIHTC investor. Closing of the 4% LIHTC transaction is anticipated to occur in 2020.

[Redacted]

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

2/8/2019

16. Local Needs and Support

- a. Provide the name and the address of the chief executive officer (City Manager, Town Manager, or County Administrator of the political jurisdiction in which the development will be located:

Chief Executive Officer's Name: John A. Vithoukas  
 Chief Executive Officer's Title: County Manager Phone: (804) 501-4206  
 Street Address: P.O. Box 90775  
 City: Henrico State: VA Zip: 23273

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Tracey Snipes, Executive Director/CEO, Suffolk Redevelopment and Housing Author

- b. If the development overlaps another jurisdiction, please fill in the following:

Chief Executive Officer's Name: \_\_\_\_\_  
 Chief Executive Officer's Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name and title of local official you have discussed this project with who could answer questions for the local CEO: \_\_\_\_\_

**ACTION:** Provide Locality Notification Letter at **Tab M** if applicable.

**B. RESERVATION REQUEST INFORMATION**

1. **Requesting Credits From:**

a. If requesting 9% Credits, select credit pool:

or

b. If requesting Tax Exempt Bonds, select development type:

**For Tax Exempt Bonds, Skip Numbers 2**

2. **Type(s) of Allocation/Allocation Year**

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2019.

b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2019, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2019 credits pursuant to Section 42(h)(1)(E).

3. **Select Building Allocation type:**

**Note** regarding Type = Acquisition and Rehabilitation: Even if you acquired a building this year and "placed it in service" for the purpose of the acquisition credit, you cannot receive its acquisition 8609 form until the rehab 8609 is issued for that building.

4. Is this an additional allocation for a development that has buildings not yet placed in service?

5. **Planned Combined 9% and 4% Developments**

A site plan has been submitted with this application indicating two developments on the same or contiguous site. One development relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application. (25, 35 or 45 pts)

a. Has the developer met with VHDA regarding the 4% tax exempt bond deal?

b. List below the number of units planned for each allocation request. This stated count cannot be changed or 9% Credits will be cancelled.

Total Units within 9% allocation request?	0
Total Units within 4% Tax Exempt allocation Request?	0
Total Units:	0

% of units in 4% Tax Exempt Allocation Request: 0.00%

6. **Extended Use Restriction**

**Note:** Each recipient of an allocation of credits will be required to record an **Extended Use Agreement** as required by the IRC governing the use of the development for low-income housing for at least 30 years. Applicant waives the right to pursue a Qualified Contract.

**Must Select One:**

**Definition of selection:**

Development will be subject to an extended use agreement of 35 additional years after the 15-year compliance period for a total of 50 years.

**C. OWNERSHIP INFORMATION**

NOTE: VHDA may allocate credits only to the tax-paying entity which owns the development at the time of the allocation. The term "Owner" herein refers to that entity. Please fill in the legal name of the owner. The ownership entity must be formed prior to submitting this application. Any transfer, direct or indirect, of partnership interests (except those involving the admission of limited partners) prior to the placed-in-service date of the proposed development shall be prohibited, unless the transfer is consented to by VHDA in its sole discretion. **IMPORTANT: The Owner name listed on this page must exactly match the owner name listed on the Virginia State Corporation Commission Certification.**

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: Richmond-Henrico Arms Limited Partnership

Developer Name: Henrico Arms-Richmond Developer, LLC

Contact: M/M ▶ Mr. First: Christopher MI: R. Last: Poulin

Address: c/o Silver Street Development Corporation

City: Portland St. ▶ ME Zip: 04101

Phone: (207) 780-9800 Ext. 1 Fax: (207) 221-5040

Email address: cpoulin@silver-street.net

Federal I.D. No. 83-1258059 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ Limited Partnership Formation State: ▶ VA

Additional Contact: Please Provide Name, Email and Phone number.  
Scott Coggins, (207) 780-9800 x7, scoggins@silver-street.net

- ACTION:** a. Provide Owner's organizational documents (e.g. Partnership agreements) **(Mandatory TAB A)**  
 b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**

**2. Principal(s) of the General Partner:** List names of individuals and ownership interest.

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
<u>Henrico Arms-Richmond GP, LLC</u>	<u>(207) 780-9800</u>	<u>GP of Owner</u>	<u>0.010%</u>
<u>Silver Street Partners IX, LLC (SSP IX)</u>	<u>(207) 780-9800</u>	<u>Manager of GP</u>	<u>100.000%</u>
<u>Silver Street Holdings VII, LLC (SSH VII)</u>	<u>(207) 780-9800</u>	<u>Manager of SSP IX</u>	<u>67.630%</u>
<u>Silver Street Development IX, LLX (SSD IX)</u>	<u>(207) 780-9800</u>	<u>Member of SSP IX</u>	<u>29.870%</u>
<u>Coggins Consolidated Holdings, LLC (CCH)</u>	<u>(207) 780-9800</u>	<u>Member of SSP IX</u>	<u>2.500%</u>
<u>C. Poulin, R. Gendron &amp; M. Kesselhaut</u>	<u>(207) 780-9800</u>	<u>Members of SSH VII</u>	<u>100.000%</u>
<u>S. Coggins</u>	<u>(207) 780-9800</u>	<u>Manager of CCH</u>	<u>100.000%</u>

The above should include 100% of the GP or LLC member interest.

**\*\*** These should be the names of individuals who make up the General Partnership, not simply the names of entities which may comprise those components.

**C. OWNERSHIP INFORMATION**

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- ACTION:**
- a. Provide Principals' Previous Participation Certification (**Mandatory TAB C**)
  - b. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. (**Mandatory at TABS A/D**)

**3. Developer Experience:** Provide evidence that the principal or principals of the controlling general partner or managing member for the proposed development have developed:

- a. as a controlling general partner or managing member, (i) at least three tax credit developments that contain at least three times the number of housing units in the proposed development or (ii) at least six tax credit developments. .... **TRUE**

**Action:** Must be included on VHDA Experienced LIHTC Developer List or provide copies of 8609s, partnership agreements and organizational charts (**Tab P**)

- b. at least three deals as principal and have at \$500,000 in liquid assets..... **FALSE**

**Action:** Must be included on the VHDA Experienced LIHTC Developer List or provide Audited Financial Statements and copies of 8609s (**Tab P**)

- c. The development's principal(s), as a group or individually, have developed as controlling general partner or managing member, at least one tax credit development that contains at least the same number of units of this proposed development (can include Market units). .... **FALSE**

**Action:** Must provide copies of 8609s and partnership agreements (**Tab P**)

D. SITE CONTROL

**NOTE:** Site control by the Owner identified herein is a mandatory precondition of review of this application. Documentary evidence in the form of either a deed, option, purchase contract or lease for a term longer than the period of time the property will be subject to occupancy restrictions must be included herewith. (For 9% Competitive Credits - An option or contract must extend beyond the application deadline by a minimum of four months.)

**Warning:** Site control by an entity other than the Owner, even if it is a closely related party, is not sufficient. Anticipated future transfers to the Owner are not sufficient. The Owner, as identified previously, must have site control at the time this Application is submitted.

**NOTE:** If the Owner receives a reservation of credits, the property must be titled in the name of or leased by (pursuant to a long-term lease) the Owner before the allocation of credits is made.

Contact VHDA before submitting this application if there are any questions about this requirement.

1. Type of Site Control by Owner:

Applicant controls site by (select one and provide documentation - **Mandatory TAB E**)

Select Type:  Purchase Contract

Expiration Date: 9/12/2019

In the Option or Purchase contract - Any contract for the acquisition of a site with an existing residential property may not require an empty building as a condition of such contract, unless relocation assistance is provided to displaced households, if any, at such level required by VHDA. See QAP for further details.

FALSE ..... There is more than one site for development and more than one form of site control.

(If **True**, provide documentation for each site specifying number of existing buildings on the site (if any), type of control of each site, and applicable expiration date of stated site control. A site control document is required for each site (**Tab E**.)

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

a. FALSE ..... Owner already controls site by either deed or long-term lease.

b. TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 9/12/2019 .

c. FALSE ..... There is more than one site for development and more than one expected date of acquisition by Owner.

(If c is **True**, provide documentation for each site specifying number of existing buildings on the site, if any, and expected date of acquisition of each site by Owner (**Tab E**.)

**D. SITE CONTROL**

**3. Seller Information:**

Name: Henrico-Richmond Limited Partnership

Address: c/o Silver Street Development Corporation, 33 Silver Street, Suite 200

City: Portland St.: ME Zip: 04101

Contact Person: Matthew E. Kesselhaut Phone: (207) 780-9800

There is an identity of interest between the seller and the owner/applicant..... TRUE

If above statement is **TRUE**, complete the following:

Principal(s) involved (e.g. general partners, controlling shareholders, etc.)

Names	Phone	Type Ownership	% Ownership
Henrico Richmond Management, LLC	(207) 780-9800	GP of Seller	0.01%
Silver Henrico Investor, LLC	(207) 780-9800	LP of Seller	99.99%
R. Gendron	(207) 780-9800	Manager of GP	35.74%
R. Gendron	(207) 780-9800	Managing Member of LP	0.10%
C. Poulin	(207) 780-9800	Member of GP	11.49%
C. Poulin	(207) 780-9800	Managing Member of LP	0.01%
M. Kesselhaut	(207) 780-9800	Member of GP	6.50%

## 2019 Low-Income Housing Tax Credit Application For Reservation

### E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team. Provide Contact and Firm Name.

- |                          |   |                           |                            |
|--------------------------|---|---------------------------|----------------------------|
| 1. Tax Attorney:         | <u>Susanna C. Mitchell</u>  | This is a Related Entity. | <u>FALSE</u>               |
| Firm Name:               | <u>Nixon Peabody LLP</u>  |                           |                            |
| Address:                 | <u>799 9th Street NW, Washington, DC 20001</u>                      |                           |                            |
| Email:                   | <u>smitchell@nixonpeabody.com</u>                                   | Phone:                    | <u>(202) 585-8150</u>      |
| 2. Tax Accountant:       | <u>John Norton</u>  | This is a Related Entity. | <u>FALSE</u>               |
| Firm Name:               | <u>Flaherty Salmin CPAs</u>   |                           |                            |
| Address:                 | <u>2300 Buffalo Road, Building 200, Rochester, NY 14624</u>         |                           |                            |
| Email:                   | <u>jnorton@scwf-cpa.com</u>   | Phone:                    | <u>(585) 397-1313</u>      |
| 3. Consultant:           | <u></u>   | This is a Related Entity. | <u>FALSE</u>               |
| Firm Name:               | <u></u>   | Role:                     | <u></u>                    |
| Address:                 | <u></u>   |                           |                            |
| Email:                   | <u></u>   | Phone:                    | <u></u>                    |
| 4. Management Entity:    | <u>Richard Pierce</u>   | This is a Related Entity. | <u>TRUE</u>                |
| Firm Name:               | <u>Housing Management Resources, Inc.</u>                           |                           |                            |
| Address:                 | <u>500 Victory Road, North Quincy, MA 02171</u>                     |                           |                            |
| Email:                   | <u>rpierce@hmrproperties.com</u>                                    | Phone:                    | <u>(617) 471-0300 x100</u> |
| 5. Contractor:           | <u>C. Dean Conklin</u>  | This is a Related Entity. | <u>FALSE</u>               |
| Firm Name:               | <u>Clancy &amp; Theys Construction Company</u>                      |                           |                            |
| Address:                 | <u>11830 Fishing Point Drive, Suite 201, Newport News, VA 23606</u> |                           |                            |
| Email:                   | <u>deanconklin@clancytheys.com</u>                                  | Phone:                    | <u>(757) 873-6869</u>      |
| 6. Architect:            | <u>Michael Binette</u>  | This is a Related Entity. | <u>FALSE</u>               |
| Firm Name:               | <u>The Architectural Team</u>                                       |                           |                            |
| Address:                 | <u>50 Commandant's Way, Chelsea, MA 02150</u>                       |                           |                            |
| Email:                   | <u>mbinette@architecturalteam.com</u>                               | Phone:                    | <u>(617) 889-4402</u>      |
| 7. Real Estate Attorney: | <u>Susanna C. Mitchell</u>  | This is a Related Entity. | <u>FALSE</u>               |
| Firm Name:               | <u>Nixon Peabody LLP</u>  |                           |                            |
| Address:                 | <u>799 9th Street NW, Washington, DC 20001</u>                      |                           |                            |
| Email:                   | <u>smitchell@nixonpeabody.com</u>                                   | Phone:                    | <u>(202) 585-8150</u>      |
| 8. Mortgage Banker:      | <u>Victor E. Agusta, Jr.</u>  | This is a Related Entity. | <u>FALSE</u>               |
| Firm Name:               | <u>Bellweather Enterprise</u>                                       |                           |                            |
| Address:                 | <u>434 Fayetteville Street, Suite 2120, Raleigh, NC 27601</u>       |                           |                            |
| Email:                   | <u>vagusta@bwecap.com</u>   | Phone:                    | <u>(984) 833-5962</u>      |
| 9. Other:                | <u></u>   | This is a Related Entity. | <u>FALSE</u>               |
| Firm Name:               | <u></u>   | Role:                     | <u></u>                    |
| Address:                 | <u></u>   |                           |                            |
| Email:                   | <u></u>   | Phone:                    | <u></u>                    |



**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development..... TRUE
  
- b. This development has received a previous allocation of credits..... TRUE  
 If so, in what year did this development receive credits? ..... 2005
  
- c. The development is listed on the RD 515 Rehabilitation Priority List?..... FALSE
  
- d. This development is an existing RD or HUD S8/236 development..... TRUE  
**Action:** (If True, provide required form in **TAB Q**)

Note: If there is an identity of interest between the applicant and the seller in this proposal, and the applicant is seeking points in this category, then the applicant must either waive their rights to the developer's fee or other fees associated with acquisition, or obtain a waiver of this requirement from VHDA prior to application submission to receive these points.

- i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition..... TRUE
  
- ii. Applicant has obtained a waiver of this requirement from VHDA prior to the application submission deadline..... FALSE

**2. Ten-Year Rule For Acquisition Credits**

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/ \$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... FALSE
  
- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... FALSE
  - i. Subsection (I)..... FALSE
  - ii. Subsection (II)..... FALSE
  - iii. Subsection (III)..... FALSE
  - iv. Subsection (IV)..... FALSE
  - v. Subsection (V)..... FALSE
  
- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... FALSE
  
- d. There are different circumstances for different buildings..... FALSE  
**Action:** (If True, provide an explanation for each building in Tab K)

**F. REHAB INFORMATION**

---

**3. Rehabilitation Credit Information**

a. Credits are being requested for rehabilitation expenditures..... **FALSE**  
**If no credits are being requested for rehabilitation expenditures, go on to Part 4**

**b. Minimum Expenditure Requirements**

- i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... **TRUE**
- ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... **FALSE**
- iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... **FALSE**
- iv. There are different circumstances for different buildings..... **FALSE**  
**Action:** (If True, provide an explanation for each building in Tab K)

**4. Request For Exception**

- a. The proposed new construction development (including adaptive reuse and rehabilitation that creates additional rental space) is subject to an assessment of up to minus 20 points for being located in a pool identified by the Authority as a pool with little or no increase in rent burdened population..... **FALSE**
- b. Applicant seeks an exception to this restriction in accordance with one of the following provisions under 13VAC10-180-60:
  - i. Proposed development is specialized housing designed to meet special needs that cannot readily be addressed utilizing existing residential structures..... **FALSE**
  - ii. Proposed development is designed to serve as a replacement for housing being demolished through redevelopment..... **FALSE**
  - iii. Proposed development is housing that is an integral part of a neighborhood revitalization project sponsored by a local housing authority..... **FALSE**

**Action:** If any of 4(b) responses are true, provide documentation at Tab U.

G. NONPROFIT INVOLVEMENT

Applications for 9% Credits - Section must be completed in order to compete in the Non Profit tax credit pool.

All Applicants - Section must be completed to obtain points for nonprofit involvement.

1. Tax Credit Nonprofit Pool Applicants: To qualify for the nonprofit pool, an organization (described in IRC Section 501(c)(3) or 501(c)(4) and exempt from taxation under IRC Section 501(a)) should answer the following questions as TRUE:

- FALSE a. Be authorized to do business in Virginia.
FALSE b. Be substantially based or active in the community of the development.
FALSE c. Materially participate in the development and operation of the development throughout the compliance period...
FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
FALSE e. Not be affiliated with or controlled by a for-profit organization.
FALSE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
FALSE g. Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity.

2. All Applicants: To qualify for points under the ranking system, the nonprofit's involvement need not necessarily satisfy all of the requirements for participation in the nonprofit tax credit pool.

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... FALSE (If false, go on to part III.)

Action: If there is nonprofit involvement, provide completed Non Profit Questionnaire (Mandatory TAB I).

B. Type of involvement:

Nonprofit meets eligibility requirement for points only, not pool..... FALSE

or

Nonprofit meets eligibility requirements for nonprofit pool and points..... FALSE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: [Yellow box]

Name: [Yellow box] (Please fit NP name within available space)

Contact Person: [Yellow box]

Street Address: [Yellow box]

City: [Yellow box] State: [Yellow box] Zip: [Yellow box]

Phone: [Yellow box] Extension: [Yellow box] Contact Email: [Yellow box]

G. NONPROFIT INVOLVEMENT

D. Percentage of Nonprofit Ownership (All nonprofit applicants):

Specify the nonprofit entity's percentage ownership of the general partnership interest:

0.0%

3. Nonprofit/Local Housing Authority Purchase Option/Right of First Refusal

A. FALSE

After the mandatory 15-year compliance period, a qualified nonprofit or local housing authority will have the option to purchase or the right of first refusal to acquire the development for a price not to exceed the outstanding debt and exit taxes. Such debt must be limited to the original mortgage(s) unless any refinancing is approved by the nonprofit.

**Action:** Provide Option or Right of First Refusal in Recordable Form (TAB V)  
Provide Nonprofit Questionnaire (if applicable) (TAB I)

**Name of qualified nonprofit:**

[Redacted]

**or indicate true if Local Housing Authority  
Name of Local Housing Authority**

FALSE

[Redacted]

2. FALSE

A qualified nonprofit or local housing authority submits a homeownership plan committing to sell the units in the development after the mandatory 15-year compliance period to tenants whose incomes shall not exceed the applicable income limit at the time of their initial occupancy.

Do not select if extended compliance is selected on Request Info Tab

**Action:** Provide Homeownership Plan (TAB N)

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	232	bedrooms	436
Total number of <b>rental</b> units in development	232	bedrooms	436
Number of low-income rental units	232	bedrooms	436
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	0	bedrooms	0
Number of adaptive reuse units: .....	0	bedrooms	0
Number of rehab units:.....	232	bedrooms	436
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....		203,380.82	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		12,231.50	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		191,149.32	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....		0.00%	
i. Exact area of site in acres .....	19.596		
j. Locality has approved a final site plan or plan of development..... If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).		FALSE	
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....		FALSE	

**Definition:**

The structure is historic, by virtue of being listed individually in the National Register of Historic Places, or due to its location 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.

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

a. Specify the average size and number per unit type (as indicated in the Architect's Certification):

*Note: Average sq foot should include the prorata of common space.*

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	673.75	SF	72	72
2BR Garden	854.29	SF	116	116
3BR Garden	989.57	SF	44	44
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			232	232

**Note:** Please be sure to enter the values in the appropriate unit category. If not, errors will occur on the self scoresheet.

**3. Structures**

- a. Number of Buildings (containing rental units)..... 29
- b. Age of Structure:..... 45 years
- c. Number of stories:..... 2
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: N/A
- f. Project consists primarily of : **(Only One Option Below Can Be True)**
  - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
  - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
  - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

**H. STRUCTURE AND UNITS INFORMATION**

g. Indicate **True** for all development's structural features that apply:

i. Row House/Townhouse	<u>FALSE</u>	v. Detached Single-family	<u>FALSE</u>
ii. Garden Apartments	<u>TRUE</u>	vi. Detached Two-family	<u>FALSE</u>
iii. Slab on Grade	<u>TRUE</u>	vii. Basement	<u>FALSE</u>
iv. Crawl space	<u>FALSE</u>		

h. Development contains an elevator(s). FALSE  
 If true, # of Elevators. 0  
 Elevator Type (if known) \_\_\_\_\_

i. Roof Type ▶ Pitched  
 j. Construction Type ▶ Frame  
 k. Primary Exterior Finish ▶ Brick

**4. Site Amenities (indicate all proposed)**

a. Business Center.....	<u>TRUE</u>	f. Limited Access.....	<u>FALSE</u>
b. Covered Parking.....	<u>FALSE</u>	g. Playground.....	<u>TRUE</u>
c. Exercise Room.....	<u>FALSE</u>	h. Pool.....	<u>FALSE</u>
d. Gated access to Site.....	<u>FALSE</u>	i. Rental Office.....	<u>TRUE</u>
e. Laundry facilities.....	<u>TRUE</u>	j. Sports Activity Court..	<u>FALSE</u>
		k. Other:	_____

l. Describe Community Facilities: A management office building, a maintenance building, a community buildi

m. Number of Proposed Parking Spaces..... 348  
 Parking is shared with another entity ..... FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. .... TRUE  
 If **True**, Provide required documentation (**TAB K3**).

**H. STRUCTURE AND UNITS INFORMATION**

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**5. Plans and Specifications**

- a. **Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**
  - i. A location map with development clearly defined.
  - ii. Sketch plan of the site showing overall dimensions of all 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.
  - iii. Sketch plans of all 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.
  
- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
  - i. Phase I environmental assessment.
  - ii. Physical needs assessment for any rehab only development.

**NOTE:** All developments must meet VHDA's **Minimum Design and Construction Requirements**. By signing and submitting the Application for Reservation of LIHTC, the applicant certifies that the proposed project budget, plans & specifications and work write-ups incorporate all necessary elements to fulfill these requirements.

**6. Market Study Data:**

Obtain the following information from the **Market Study** conducted in connection with this tax credit application:

Project Wide Capture Rate - LIHTC Units	1.48%
Project Wide Capture Rate - Market Units	0.43%
Project Wide Capture Rate - All Units	5.48%
Project Wide Absorption Period (Months)	23



J. ENHANCEMENTS

Each development must meet the following baseline energy performance standard applicable to the development's construction category.

- a. **New Construction:** must meet all criteria for EPA EnergyStar certification.
- b. **Rehabilitation:** renovation must result in at least a 30% performance increase or score an 80 or lower on the HERS Index.
- c. **Adaptive Reuse:** must score a 95 or lower on the HERS Index.

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater.

Indicate **True** for the following items that apply to the proposed development:

**ACTION:** Provide Architect Certification (**Mandatory**) and documents related to following items if applicable (**TAB F**)

1. For any development, upon completion of construction/rehabilitation:

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided.
- 85.00% b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations.
- FALSE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE d. Each bathroom contains only of WaterSense labeled faucets, toilets and showerheads.
- TRUE e. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- TRUE f. Free WiFi access will be provided in community room for resident only usage.
- FALSE g. Each unit is provided free individual high speed internet access.
- or
- FALSE h. Each unit is provided free individual WiFi access.
- TRUE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE j. Full bath fans are equipped with a humidistat.
- TRUE k. Cooking surfaces are equipped with fire prevention features
- or
- FALSE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- FALSE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE o. All interior doors within units are solid core.
- TRUE p. At minimum, one USB charging port in each kitchen, living room and all bedrooms.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- FALSE r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.
- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:

- FALSE a. All cooking ranges have front controls.

J. ENHANCEMENTS

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FALSE b. Bathrooms have an independent or supplemental heat source.

FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.

2. Green Certification

a. Applicant agrees to meet the base line energy performance standard applicable to the development's construction category as listed above.

The applicant will also obtain one of the following:

FALSE Earthcraft Gold or higher certification

FALSE

National Green Building Standard (NGBS) certification of Silver or higher.

FALSE U.S. Green Building Council LEED certification

FALSE

Enterprise Green Communities (EGC) Certification

**Action:** If seeking any points associated Green certification, provide appropriate documentation at **TAB F**.

b. Applicant will pursue one of the following certifications to be awarded points on a future development application. (Failure to reach this goal will not result in a penalty.)

FALSE Zero Energy Ready Home Requirements

FALSE

Passive House Standards

3. Universal Design - Units Meeting Universal Design Standards (units must be shown on Plans)

FALSE a. Architect of record certifies that units will be constructed to meet VHDA's Universal Design standards.

0 b. Number of Rental Units constructed to meet VHDA's Universal Design standards:

0% % of Total Rental Units

4. FALSE Market-rate units' amenities are substantially equivalent to those of the low income units.

If not, please explain:

---

**2019 Low-Income Housing Tax Credit Application For Reservation**

**I. UTILITIES**

1. Describe the Heating/AC System: Through-wall direct forced air gas furnaces with cooling unit

2. Services Included:

Utilities	Type of Utility (Gas, Electric, Oil, etc.)	Utilities ▶ Paid by:	Enter Allowances by Bedroom Size				
			0-bdr	1-bdr	2-bdr	3-bdr	4-br
Heating	Gas	Owner	0	0	0	0	0
Air Conditioning	Electric	Owner	0	0	0	0	0
Cooking	Gas	Owner	0	0	0	0	0
Lighting	Electric	Owner	0	0	0	0	0
Hot Water	Gas	Owner	0	0	0	0	0
Water	Municipal	Owner	0	0	0	0	0
Sewer	Municipal	Owner	0	0	0	0	0
Trash	Private	Owner	0	0	0	0	0
Total utility allowance for costs paid by tenant			\$0	\$0	\$0	\$0	\$0

3. The following sources were used for Utility Allowance Calculation (Provide documentation **TAB R**).

- a. FALSE HUD
- b. FALSE Utility Company (Estimate)
- c. FALSE Utility Company (Actual Survey)
- d. FALSE Local PHA
- e. FALSE Other: \_\_\_\_\_

**Warning:** The VHDA housing choice voucher program utility schedule shown on VHDA.com should not be used unless directed to do so by the local housing authority.

**K. SPECIAL HOUSING NEEDS**

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**NOTE:** Any Applicant commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.

1. **Accessibility:** Indicate **True** for the following point categories, as appropriate.

**Action:** Provide appropriate documentation (**Tab X**)

**FALSE**

a. Any development in which (i) the greater of 5 units or 10% of units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;

(ii) will conform to HUD regulations interpreting the 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.

(iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

Documentation from source of assistance must be provided with the application.

**Note:** Subsidies may apply to any units, not only those built to satisfy Section 504.

(60 points)

**FALSE**

b. Any development in which the greater of 5 units or 10% of the units (i) have rents within HUD's Housing Choice Voucher ("HCV") payment standard; (ii) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and (iii) are 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 (30 points)

**TRUE**

c. Any development in which 5% of the units (i) conform to HUD regulations interpreting the 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 of this application for credits. (15 points)

**For items a,b or c, all common space must also conform to HUD regulations interpreting the accessibility Rehabilitation Act.**

K. SPECIAL HOUSING NEEDS

2. Special Housing Needs/Leasing Preference:

a. If not general population, select applicable special population:

- FALSE Elderly (as defined by the United States Fair Housing Act.)
- FALSE Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only
- FALSE Supportive Housing (as described in the Tax Credit Manual)

**Action:** Provide Permanent Supportive Housing Certification (**Tab S**)

b. The development has existing tenants and a relocation plan has been developed.....  TRUE

(If **True**, VHDA policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

**Action:** Provide Relocation Plan (**Mandatory if tenants are displaced - Tab J**)

3. Leasing Preferences

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select:  No

Organization which holds such waiting list: \_\_\_\_\_

Contact person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number \_\_\_\_\_

**Action:** Provide required notification documentation (**TAB L**)

b. Leasing preference will be given to individuals and families with children.....  FALSE

(Less than or equal to 20% of the units must have of 1 or less bedrooms).

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms:  44

% of total Low Income Units  19%

**NOTE:** Development must utilize a **VHDA Certified Management Agent**. Proof of management certification must be provided before 8609s are issued.

**K. SPECIAL HOUSING NEEDS**

**4. Rental Assistance**

a. Some of the low-income units do or will receive rental assistance..... TRUE

b. Indicate True if rental assistance will be available from the following

FALSE Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.

FALSE Section 8 New Construction Substantial Rehabilitation

FALSE Section 8 Moderate Rehabilitation

FALSE Section 8 Certificates

TRUE Section 8 Project Based Assistance

FALSE RD 515 Rental Assistance

TRUE Section 8 Vouchers

FALSE State Assistance

FALSE Other: \_\_\_\_\_

c. The above subsidies are applicable to the 30% units this development is seeking points for within the Set Aside Election listed on Unit Details: FALSE

d. Number of units receiving assistance:	230
How many years in rental assistance contract?	13.00
Expiration date of contract:	2/28/2032
There is an Option to Renew.....	TRUE

**Action:** Contract or other agreement provided **(TAB Q)**.

**L. UNIT DETAILS**

**1. Set-Aside Election:**

**UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY**

Note: In order to qualify for any tax credits, a development must meet one of two minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test) or (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), all as described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

**a. Units Provided Per Household Type:**

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
232	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
232	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
232	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
232	100.00%	<b>Total</b>

- b. The development plans to utilize income averaging..... **FALSE**  
 If above is true, should the points based on the units assigned to the levels above **be waived** and therefore not required for compliance?  
 20-30% Levels **FALSE**      40% Levels **FALSE**      50% levels **FALSE**

**2. Unit Detail**

**FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID**

In the following grid, add a row for each unique unit type planned within the development. Enter the appropriate data for both tax credit and market rate units.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	Number of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	60% AMI	72	4	673.75	\$1,085.00	\$78,120
Mix 2	2 BR - 1 Bath	60% AMI	116	6	854.29	\$1,200.00	\$139,200
Mix 3	3 BR - 1 Bath	60% AMI	42	4	989.57	\$1,450.00	\$60,900
Mix 4	3 BR - 1 Bath	60% AMI	2	0	989.57	\$1,232.00	\$2,464
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0

L. UNIT DETAILS

Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
Mix 32							\$0
Mix 33							\$0
Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
Mix 40							\$0
Mix 41							\$0
Mix 42							\$0
Mix 43							\$0
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Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0
Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0



2019 Low-Income Housing Tax Credit Application For Reservation

L. UNIT DETAILS

Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
<b>TOTALS</b>			232	14	3,507.18	\$4,967	\$280,684

<b>Total Units</b>	<b>232</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>191,148.72</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>191,148.72</b>

<b>Floor Space Fraction (to 7 decimals)</b>	<b>100.00000%</b>
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**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$9,000
2. Office Salaries			\$128,000
3. Office Supplies			\$14,000
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$129,000
	<u>4.00%</u> of EGI	<u>\$556.03</u>	Per Unit
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$0
9. Auditing			\$14,000
10. Bookkeeping/Accounting Fees			\$14,000
11. Telephone & Answering Service			\$50,000
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$0
<b>Total Administrative</b>			<b>\$358,000</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$107,000
16. Water			\$79,000
17. Gas			\$44,000
18. Sewer			\$0
<b>Total Utility</b>			<b>\$230,000</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$0
23. Trash Removal			\$16,000
24. Security Payroll/Contract			\$24,000
25. Grounds Payroll			\$0
26. Grounds Supplies			\$4,000
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$173,000
29. Repairs/Material			\$18,000
30. Repairs Contract			\$112,000
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$4,000
<b>Totals Operating &amp; Maintenance</b>			<b>\$351,000</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$79,000
39. Payroll Taxes	\$84,000
40. Miscellaneous Taxes/Licenses/Permits	\$1,000
41. Property & Liability Insurance	\$92,800
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$256,800</b>

<b>Total Operating Expense</b>	<b>\$1,195,800</b>
--------------------------------	--------------------

<b>Total Operating Expenses Per Unit</b>	<b>\$5,154</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>37.05%</b>
--	----------------	--	---------------

<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b>	<b>\$81,200</b>
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<b>Total Expenses</b>	<b>\$1,277,000</b>
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**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

2019 Low-Income Housing Tax Credit Application For Reservation

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	6/1/2019	Scott Coggins
b. Site Acquisition	6/1/2019	Scott Coggins
c. Zoning Approval	N/A	N/A
d. Site Plan Approval	N/A	N/A
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	2/1/2019	Scott Coggins
ii. Conditional Commitment	N/A	N/A
iii. Firm Commitment	4/1/2019	Scott Coggins
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	2/1/2019	Scott Coggins
ii. Conditional Commitment	N/A	N/A
iii. Firm Commitment	4/1/2019	Scott Coggins
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	N/A	N/A
ii. Conditional Commitment	N/A	N/A
iii. Firm Commitment	N/A	N/A
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	N/A	N/A
ii. Application	N/A	N/A
iii. Award/Commitment	N/A	N/A
<b>2. Formation of Owner</b>	7/11/2018	Scott Coggins
<b>3. IRS Approval of Nonprofit Status</b>	N/A	N/A
<b>4. Closing and Transfer of Property to Owner</b>	6/1/2019	Scott Coggins
<b>5. Plans and Specifications, Working Drawings</b>	9/28/2018	Scott Coggins
<b>6. Building Permit Issued by Local Government</b>	4/1/2019	Scott Coggins
<b>7. Start Construction</b>	6/1/2019	Scott Coggins
<b>8. Begin Lease-up</b>	N/A	N/A
<b>9. Complete Construction</b>	6/1/2020	Scott Coggins
<b>10. Complete Lease-Up</b>	N/A	N/A
<b>11. Credit Placed in Service Date</b>	6/1/2019	Scott Coggins

2019 Low-Income Housing Tax Credit Application For Reservation

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

Note: Attorney must opine, among other things, as to correctness of the inclusion of each cost item in eligible basis, type of credit and numerical calculations included in Project Budget.

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	10,370,318	0	10,370,318	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	10,370,318	0	10,370,318	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	0	0	0	0
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	0	0	0	0
p. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	0	0	0	0
<b>Total Structure and Land</b>	10,370,318	0	10,370,318	0
q. General Requirements	621,016	0	621,016	0
r. Builder's Overhead ( 2.0% Contract)	207,005	0	207,005	0
s. Builder's Profit ( 6.0% Contract)	621,016	0	621,016	0
t. Bonds	68,285	0	68,285	0
u. Building Permits	0	0	0	0
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1: _____	0	0	0	0
y. Other 2: _____	0	0	0	0
z. Other 3: _____	0	0	0	0
<b>Contractor Costs</b>	<b>\$11,887,640</b>	<b>\$0</b>	<b>\$11,887,640</b>	<b>\$0</b>

**O. PROJECT BUDGET - OWNER COSTS**

**MUST USE WHOLE NUMBERS ONLY!**

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	59,000	0	59,000	0
b. Architecture/Engineering Design Fee \$1,374 /Unit)	318,750	0	318,750	0
c. Architecture Supervision Fee \$458 /Unit)	106,250	0	106,250	0
d. Tap Fees	0	0	0	0
e. Environmental	100,000	0	100,000	0
f. Soil Borings	0	0	0	0
g. EarthCraft/LEED	0	0	0	0
h. Appraisal	0	0	0	0
i. Market Study	0	0	0	0
j. Site Engineering / Survey	35,000	0	35,000	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	0	0	0	0
n. Construction Interest ( 0.0% for 0 months)	1,216,774	0	304,193	0
o. Taxes During Construction	79,000	0	19,750	0
p. Insurance During Construction	92,800	0	23,200	0
q. Permanent Loan Fee ( 0.0% )	267,440	0	0	0
r. Other Permanent Loan Fees	128,260	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	25,000	0	2,500	0
v. Title and Recording	173,672	0	17,367	0
w. Legal Fees for Closing	150,000	10,000	15,000	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	83,387			
z. Tenant Relocation	125,000	0	0	0
aa. Fixtures, Furnitures and Equipment	100,000	0	100,000	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	175,000	0	0	0
ad. Contingency	1,239,935	0	1,239,935	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
(1) Other* specify: Appraisal/Market Study/Ot	35,000	0	35,000	0
(2) Other* specify: Bond Issuer Financing Fees	305,500	0	0	0
(3) Other* specify: Trustee Fees and Legal	12,500	0	0	0
(4) Other* specify: FHA Financing Fees	273,390	0	0	0
(5) Other* specify: HUD Working Capital Reserv	535,000	0	0	0
(6) Other* specify: Replacement Reserve Initia	81,200	0	0	0
(7) Other* specify: LIHTC Application Fee	1,000	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0		0
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$5,718,858	\$10,000	\$2,375,945	\$0
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	\$17,606,498	\$10,000	\$14,263,585	\$0
		<b>Error: Developer Fee exceeds amount allowed in eligible basis</b>		
<b>3. Developer's Fees</b>	3,434,758		3,000,000	0
<b>4. Owner's Acquisition Costs</b>				
Land	1,608,318			
Existing Improvements	18,391,682	18,391,682		
Subtotal 4:	\$20,000,000	\$18,391,682		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$41,041,256	\$18,401,682	\$17,263,585	\$0

If this application seeks rehab credits only, in which there is no acquisition and **no change in ownership**, enter the greater of appraised value or tax assessment value here:

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

**Maximum Developer Fee:**

**\$3,438,520**

Proposed Development's Cost per Unit:  
per Sq Foot  
Applicable Cost Limit per unit:

\$176,902 **Meets Limits**  
\$103 **Meets Limits**  
\$199,972

**2019 Low-Income Housing Tax Credit Application For Reservation**

**P. ELIGIBLE BASIS CALCULATION**

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	41,041,256	18,401,682	17,263,585	0
<b>2. Reductions in Eligible Basis</b>				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
<b>3. Total Eligible Basis (1 - 2 above)</b>		18,401,682	17,263,585	0
<b>4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)</b>				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
<b>Total Adjusted Eligible basis</b>			17,263,585	0
<b>5. Applicable Fraction</b>		100.00000%	100.00000%	100.00000%
<b>6. Total Qualified Basis</b> (Eligible Basis x Applicable Fraction)		18,401,682	17,263,585	0
<b>7. Applicable Percentage</b> (Beginning with 2016 Allocations, use the standard 9% rate.) (For tax exempt bonds, use the most recently published rates.)		3.30%	3.30%	9.00%
<b>8. Maximum Allowable Credit under IRC §42</b> (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$607,256	\$569,698	\$0
		\$1,176,954 Combined 30% & 70% P. V. Credit		



**Q. SOURCES OF FUNDS**

**Action:** Provide Documentation for all Funding Sources at **Tab T**

**1. Construction Financing:** List individually the sources of construction financing, including any such loans financed through grant sources:

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. HUD 221(d)(4)	02/01/19	04/01/19	\$26,744,000	Victor E. Agusta, Jr., Bellweather Enterprise
2.				
3.				
Total Construction Funding:			\$26,744,000	

**2. Permanent Financing:** List individually the sources of all permanent financing in order of lien position:

Source of Funds	Date of Application	Date of Commitment	<i>(Whole Numbers only)</i>		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
			Amount of Funds	Annual Debt Service Cost			
1. HUD 221(d)(4)	2/1/2019	4/1/2019	\$26,744,000	\$1,547,504	5.00%	40.00	40.00
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$26,744,000	\$1,547,504			

**3. Grants:** List all grants provided for the development:

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.				
2.				
3.				
4.				
5.				
6.				
Total Permanent Grants:			\$0	

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.			
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$0

**5. Recap of Federal, State, and Local Funds**

Portions of the sources of funds described above for the development are financed directly or indirectly with Federal, State, or Local Government Funds..... **FALSE**

If above is **True**, then list the amount of money involved by all appropriate types.

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$21,000,000
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$0
g.	HOME Funds	\$0
h.	Other:	\$0
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$0
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants\*

a.	CDBG	\$0
b.	UDAG	\$0

Grants

c.	State	
d.	Local	
e.	Other:	

\*This means grants to the partnership. If you received a loan financed by a locality which received one of the listed grants, please list it in the appropriate loan column as "other" and describe the applicable grant program which funded it.

**Q. SOURCES OF FUNDS**

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**6. For Transactions Using Tax-Exempt Bonds Seeking 4% Credits:**

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **56.34%**

7. Some of the development's financing has credit enhancements..... **FALSE**  
If **True**, list which financing and describe the credit enhancement:

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**8. Other Subsidies** **Action:** Provide documentation (**Tab Q**)

- a. **FALSE** Real Estate Tax Abatement on the increase in the value of the development.
- b. **FALSE** **New** project based subsidy from HUD or Rural Development for the greater of 5 or 10% of the units in the development.
- c. **FALSE** Other 

---

9. A HUD approval for transfer of physical asset is required..... **FALSE**

**2019 Low-Income Housing Tax Credit Application For Reservation**

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0
b. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$898,257			(Note: Deferred Developer Fee cannot be negative.)
iv. Other: <u>Interim Income</u>	\$1,984,000			
<b>Equity Total</b>	<b>\$2,882,257</b>			

**2. Equity Gap Calculation**

a. Total Development Cost	\$41,041,256		
b. Total of Permanent Funding, Grants and Equity	-	\$29,626,257	
c. Equity Gap		\$11,414,999	
d. Developer Equity	-	(\$301)	
e. Equity gap to be funded with low-income tax credit proceeds		\$11,415,300	

**3. Syndication Information (If Applicable)**

a. Actual or Anticipated Name of Syndicator:	Wells Fargo Bank, NA		
Contact Person:	Korbin F. Heiss	Phone:	(212) 214-7348
Street Address:	150 East 42nd Street, 36th Floor		
City:	New York	State:	NY
		Zip:	10017
b. Syndication Equity			
i. Anticipated Annual Credits		\$1,176,953.00	
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)		\$0.970	
iii. Percent of ownership entity (e.g., 99% or 99.9%)		99.99000%	
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)		\$0	
v. Net credit amount anticipated by user of credits		\$1,176,835	
vi. Total to be paid by anticipated users of credit (e.g., limited partners)		\$11,415,300	
c. Syndication:	Private		
d. Investors:	Corporate		

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$11,415,300

**5. Net Equity Factor**

Must be equal to or greater than 85% 96.9999791340%

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

The following calculation of the amount of credits needed is substantially the same as the calculation which will be made by VHDA to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, VHDA at all times retains the right to substitute such information and assumptions as are determined by VHDA to be reasonable for the information and assumptions provided herein as to costs (including development fees, profits, etc.), sources for funding, expected equity, etc. Accordingly, if the development is selected by VHDA for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		\$41,041,256
2. Less Total of Permanent Funding, Grants and Equity	-	\$29,626,257
3. Equals Equity Gap		\$11,414,999
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		96.9999791340%
5. Equals Ten-Year Credit Amount Needed to Fund Gap		\$11,768,043
Divided by ten years		10
6. Equals Annual Tax Credit Required to Fund the Equity Gap		\$1,176,804
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		\$1,176,954
8. Requested Credit Amount	For 30% PV Credit:	\$1,176,953
	For 70% PV Credit:	\$0
Credit per LI Units	\$5,073.0733	
Credit per LI Bedroom	\$2,699.4335	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$1,176,953</b>

**ERROR - EQUITY GAP AMOUNT NOT EQUAL TO RESERVATION AMOUNT**

9. **Action:** Provide Attorney’s Opinion (**Mandatory Tab H**)

**T. CASH FLOW**

**1. Revenue**

Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units		\$280,684
Plus Other Income Source (list):	<input type="text"/>	\$2,500
Equals Total Monthly Income:		\$283,184
Twelve Months		x12
Equals Annual Gross Potential Income		\$3,398,208
Less Vacancy Allowance	5.0%	\$170,496
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>		<b>\$3,227,712</b>

**2. Indicate the estimated monthly income for the Market Rate Units** (based on Unit Details tab):

Total Monthly Income for Market Rate Units:		\$0
Plus Other Income Source (list):	<input type="text"/>	\$0
Equals Total Monthly Income:		\$0
Twelve Months		x12
Equals Annual Gross Potential Income		\$0
Less Vacancy Allowance	0.0%	\$0
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>		<b>\$0</b>

**Action:** Provide documentation in support of Operating Budget (**TAB R**)

**3. Cash Flow (First Year)**

a.	Annual EGI Low-Income Units	\$3,227,712
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$3,227,712
d.	Total Expenses	\$1,277,000
e.	Net Operating Income	\$1,950,712
f.	Total Annual Debt Service	\$1,547,504
g.	Cash Flow Available for Distribution	\$403,208

T. CASH FLOW

4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
<b>Eff. Gross Income</b>	3,227,712	3,292,266	3,358,111	3,425,273	3,493,779
<b>Less Oper. Expenses</b>	1,277,000	1,315,310	1,354,769	1,395,412	1,437,275
<b>Net Income</b>	1,950,712	1,976,956	2,003,342	2,029,861	2,056,504
<b>Less Debt Service</b>	1,547,504	1,547,504	1,547,504	1,547,504	1,547,504
<b>Cash Flow</b>	403,208	429,452	455,838	482,357	509,000
<b>Debt Coverage Ratio</b>	1.26	1.28	1.29	1.31	1.33

	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Eff. Gross Income</b>	3,563,655	3,634,928	3,707,626	3,781,779	3,857,414
<b>Less Oper. Expenses</b>	1,480,393	1,524,805	1,570,549	1,617,665	1,666,195
<b>Net Income</b>	2,083,262	2,110,123	2,137,077	2,164,113	2,191,219
<b>Less Debt Service</b>	1,547,504	1,547,504	1,547,504	1,547,504	1,547,504
<b>Cash Flow</b>	535,758	562,619	589,573	616,609	643,715
<b>Debt Coverage Ratio</b>	1.35	1.36	1.38	1.40	1.42

	Year 11	Year 12	Year 13	Year 14	Year 15
<b>Eff. Gross Income</b>	3,934,563	4,013,254	4,093,519	4,175,389	4,258,897
<b>Less Oper. Expenses</b>	1,716,181	1,767,667	1,820,697	1,875,318	1,931,577
<b>Net Income</b>	2,218,381	2,245,587	2,272,822	2,300,072	2,327,320
<b>Less Debt Service</b>	1,547,504	1,547,504	1,547,504	1,547,504	1,547,504
<b>Cash Flow</b>	670,877	698,083	725,318	752,568	779,816
<b>Debt Coverage Ratio</b>	1.43	1.45	1.47	1.49	1.50

Estimated Annual Percentage Increase in Revenue 2.00% (Must be  $\leq$  2%)  
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be  $\geq$  3%)

**U. Building-by-Building Information**

**Must Complete**

Qualified basis must be determined on a building-by building basis. Complete the section below. Building street addresses are required by the IRS (must have them by the time of allocation request).

Number of BINS: 11

**FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN BUILDING GRID**

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	
1.	VA0397001	24	0	1641-1663 Henrico Arms Street		Richmond	VA	23231	\$1,903,621	06/01/19	3.30%	\$62,819	\$1,785,888	06/01/20	3.30%	\$58,934				\$0	
2.	VA0397002	16	0	1625-1639 Henrico Arms Street		Richmond	VA	23231	\$1,269,084	06/01/19	3.30%	\$41,880	\$1,190,592	06/01/20	3.30%	\$39,290				\$0	
3.	VA0397003	24	0	1601-1623 Henrico Arms Street		Richmond	VA	23231	\$1,903,621	06/01/19	3.30%	\$62,819	\$1,785,888	06/01/20	3.30%	\$58,934				\$0	
4.	VA0397004	24	0	1600-1622 Henrico Arms Place		Richmond	VA	23231	\$1,903,621	06/01/19	3.30%	\$62,819	\$1,785,888	06/01/20	3.30%	\$58,934				\$0	
5.	VA0397005	16	0	1624-1638 Henrico Arms Place		Richmond	VA	23231	\$1,269,084	06/01/19	3.30%	\$41,880	\$1,190,592	06/01/20	3.30%	\$39,290				\$0	
6.	VA0397006	24	0	1640-1662 Henrico Arms Place		Richmond	VA	23231	\$1,903,621	06/01/19	3.30%	\$62,819	\$1,785,888	06/01/20	3.30%	\$58,934				\$0	
7.	VA0397007	24	0	1517-1539 Edgelawn Circle		Richmond	VA	23231	\$1,903,621	06/01/19	3.30%	\$62,819	\$1,785,888	06/01/20	3.30%	\$58,934				\$0	
8.	VA0397008	16	0	1501-1515 Edgelawn Circle		Richmond	VA	23231	\$1,269,084	06/01/19	3.30%	\$41,880	\$1,190,592	06/01/20	3.30%	\$39,290				\$0	
9.	VA0397009	16	0	1500-1514 Edgelawn Circle		Richmond	VA	23231	\$1,269,084	06/01/19	3.30%	\$41,880	\$1,190,592	06/01/20	3.30%	\$39,290				\$0	
10.	VA0397010	24	0	1516-1538 Edgelawn Circle		Richmond	VA	23231	\$1,903,621	06/01/19	3.30%	\$62,819	\$1,785,889	06/01/20	3.30%	\$58,934				\$0	
11.	VA0397011	24	0	1540-1562 Edgelawn Circle		Richmond	VA	23231	\$1,903,620	06/01/19	3.30%	\$62,819	\$1,785,888	06/01/20	3.30%	\$58,934				\$0	
12.												\$0				\$0				\$0	
13.												\$0				\$0				\$0	
14.												\$0				\$0				\$0	
15.												\$0				\$0				\$0	
16.												\$0				\$0				\$0	
17.												\$0				\$0				\$0	
18.												\$0				\$0				\$0	
19.												\$0				\$0				\$0	
20.												\$0				\$0				\$0	
21.												\$0				\$0				\$0	
22.												\$0				\$0				\$0	
23.												\$0				\$0				\$0	
24.												\$0				\$0				\$0	
25.												\$0				\$0				\$0	
26.												\$0				\$0				\$0	
27.												\$0				\$0				\$0	
28.												\$0				\$0				\$0	
29.												\$0				\$0				\$0	
30.												\$0				\$0				\$0	
31.												\$0				\$0				\$0	
32.												\$0				\$0				\$0	
33.												\$0				\$0				\$0	
34.												\$0				\$0				\$0	
35.												\$0				\$0				\$0	
		232	0	Totals from all buildings					\$18,401,682				\$607,256	\$17,263,585			\$0				\$0

Credit Amount should equal Gap Calculation Request.

Number of BINS: 11



**V. STATEMENT OF OWNER**

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The undersigned hereby acknowledges the following:

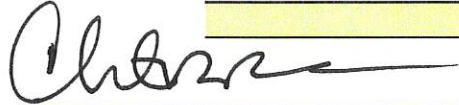
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless VHDA and its assigns against all losses, costs, damages, VHDA's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to VHDA's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by VHDA to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of VHDA in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by VHDA prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, VHDA is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that VHDA may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by VHDA at its sole discretion.

V. STATEMENT OF OWNER

- 10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or VHDA regulations, or other binding authority.
- 11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
- 12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
- 13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
- 14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
- 15. that undersigned waives the right to pursue a Qualified Contract on this development.
- 16. that the information in this application may be disseminated to others for purposes of verification or other purposes consistent with the Virginia Freedom of Information Act. However, all information will be maintained, used or disseminated in accordance with the Government Data Collection and Dissemination Practices Act. The undersigned may refuse to supply the information requested, however, such refusal will result in VHDA's inability to process the application. The original or copy of this application may be retained by VHDA, even if tax credits are not allocated to the undersigned.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Owner: Richmond-Henrico Arms Limited Partnership

By: 

Its: Manager

(Title)

W.

## LIHTC SELF SCORE SHEET

### Self Scoring Process

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by VHDA's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Item 5f requires a numeric value to be entered.

Please remember that this score is only an estimate. VHDA reserves the right to change application data and/or score sheet responses where appropriate, which may change the final score.

**MANDATORY ITEMS:**

- a. Signed, completed application with attached tabs in PDF format
- b. Active Excel copy of application
- c. Partnership agreement
- d. SCC Certification
- e. Previous participation form
- f. Site control document
- g. Architect's Certification
- h. Attorney's opinion
- i. Nonprofit questionnaire (if applicable)
- j. Appraisal
- k. Zoning document
- l. Universal Design Plans
- m. List of LIHTC Developments (Schedule A)

	Included		Score
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y, N, N/A	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
<b>Total:</b>			<b>0.00</b>

**1. READINESS:**

- a. VHDA notification letter to CEO (via Locality Notification Information Application)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- e. Location in a revitalization area with resolution
- f. Location in a Opportunity Zone

	Y	0 or -50	0.00
	N	0 or -25	0.00
	N	0 or 40	0.00
	N	0 or 10	0.00
	N	0 or 15	0.00
	N	0 or 15	0.00
<b>Total:</b>			<b>0.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development listed on the Rural Development Rehab Priority List
- h. Dev. located in area with little or no increase in rent burdened population
- i. Dev. located in area with increasing rent burdened population

	N	0 or up to 5	0.00
	Y	0 or 20	20.00
	0.00%	Up to 40	0.00
	N	0 or 5	0.00
	N	0 or 10	0.00
	0%	0, 20, 25 or 30	0.00
	N	0 or 15	0.00
	N	Up to -20	0.00
	N	Up to 20	0.00
<b>Total:</b>			<b>20.00</b>

**2019 Low-Income Housing Tax Credit Application For Reservation**

**3. DEVELOPMENT CHARACTERISTICS:**

a. Amenities (See calculations below)			48.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 60	0.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	Y	0 or 15	15.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	N	0 or 10	0.00
g. Units constructed to meet VHDA's Universal Design standards	0%	Up to 15	0.00
h. Developments with less than 100 units	N	up to 20	0.00
i. Historic Structure	N	0 or 5	0.00
Total:			<u>73.00</u>

**4. TENANT POPULATION CHARACTERISTICS:**

Locality AMI	State AMI
\$83,200	\$55,900

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	18.97%	Up to 15	0.00
c. Units with rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			<u>0.00</u>

**5. SPONSOR CHARACTERISTICS:**

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	Y	0 or 50	50.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	N	0 or 50	0.00
or c. Developer experience - 1 development with 1 x units	N	0 or 10	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by VHDA	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			<u>50.00</u>

**6. EFFICIENT USE OF RESOURCES:**

a. Credit per unit		Up to 200	122.37
b. Cost per unit		Up to 100	9.71
Total:			<u>132.08</u>

**7. BONUS POINTS:**

a. Extended compliance	35 Years	40 or 50	50.00
or b. Nonprofit or LHA purchase option	N	0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 45	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
Total:			<u>50.00</u>

425 Point Threshold - all 9% Tax Credits  
 325 Point Threshold - Tax Exempt Bonds

**TOTAL SCORE:** 325.08

**2019 Low-Income Housing Tax Credit Application For Reservation**

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**Amenities:**

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	25.00
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	3.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	4.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	0.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>48.00</u>
 All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>
<b>Total amenities:</b>		<b><u>48.00</u></b>



X. Development Summary

Summary Information

2019 Low-Income Housing Tax Credit Application For Reservation

**Deal Name:** Henrico Arms Apartments

**Cycle Type:** 4% Tax Exempt Bonds Credits **Requested Credit Amount:** \$1,176,953  
**Allocation Type:** Acquisition/Rehab **Jurisdiction:** Henrico County  
**Total Units:** 232 **Population Target:** General  
**Total LI Units:** 232  
**Project Gross Sq Ft:** 203,380.82 **Owner Contact:** Christopher Poulin  
**Green Certified?** FALSE

<b>Total Score</b> 325.08
------------------------------

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$26,744,000	\$115,276	\$131	\$1,547,504

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$10,370,318	\$44,700	\$51	25.27%
General Req/Overhead/Profit	\$1,449,037	\$6,246	\$7	3.53%
Other Contract Costs	\$68,285	\$294	\$0	0.17%
Owner Costs	\$5,718,858	\$24,650	\$28	13.93%
Acquisition	\$20,000,000	\$86,207	\$98	48.73%
Developer Fee	\$3,434,758	\$14,805	\$17	8.37%
<b>Total Uses</b>	<b>\$41,041,256</b>		\$176,902	

Total Development Costs	
Total Improvements	\$17,606,498
Land Acquisition	\$20,000,000
Developer Fee	\$3,434,758
<b>Total Development Costs</b>	<b>\$41,041,256</b>

**Proposed Cost Limit/Unit:** \$176,902  
**Applicable Cost Limit/Unit:** \$199,972  
**Proposed Cost Limit/Sq Ft:** \$103  
**Applicable Cost Limit/Sq Ft:** \$156

Income	
Gross Potential Income - LI Units	\$3,398,208
Gross Potential Income - Mkt Units	\$0
Subtotal	\$3,398,208
Less Vacancy %	5.02%
<b>Effective Gross Income</b>	<b>\$3,227,712</b>

**Rental Assistance?** TRUE

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	72
# of 2BR	116
# of 3BR	44
# of 4+ BR	0
<b>Total Units</b>	<b>232</b>

Expenses		
Category	Total	Per Unit
Administrative	\$358,000	\$1,543
Utilities	\$230,000	\$991
Operating & Maintenance	\$351,000	\$1,513
Taxes & Insurance	\$256,800	\$1,107
<b>Total Operating Expenses</b>	<b>\$1,195,800</b>	<b>\$5,154</b>
Replacement Reserves	\$81,200	\$350
<b>Total Expenses</b>	<b>\$1,277,000</b>	<b>\$5,504</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	232	232
>60% AMI	0	0
Market	0	0

**Income Averaging?** FALSE

**Extended Use Restriction?** 50

Cash Flow	
EGI	\$3,227,712
Total Expenses	\$1,277,000
<b>Net Income</b>	<b>\$1,950,712</b>
Debt Service	\$1,547,504
<b>Debt Coverage Ratio (YR1):</b>	<b>1.26</b>

2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$205.38** Credits/SF = **6.157263** Const \$/unit = **\$51,239.8276**

TYPE OF PROJECT  
LOCATION  
TYPE OF CONSTRUCTION

GENERAL = 11000; ELDERLY = 12000  
Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600  
N C=1; ADPT=2; REHAB(35,000+)=3; REHAB\*(15,000-35,000)=4

**11000**  
**400**  
**3**

**400**  
**3**

\*REHABS LOCATED IN BELTWAY (\$15,000-\$50,000) See Below

	GENERAL		Elderly				
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0
PROJECT COST PER UNIT	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	673.75	854.29	989.57	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	72	116	44	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	148,313	201,281	217,172	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	148,313	201,281	217,172	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	148,313	201,281	217,172	0	0	0	0
PROJECT COST PER UNIT	0	138,374	175,453	203,236	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	10,343	14,036	15,144	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	10,343	14,036	15,144	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	10,343	14,036	15,144	0	0	0	0
PROJECT CREDIT PER UNIT	0	4,148	5,260	6,093	0	0	0	0
COST PER UNIT POINTS	0.00	2.08	6.42	1.22	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	37.17	62.52	22.67	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **9.71**

TOTAL CREDIT PER UNIT POINTS **122.37**

**Cost Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	148,313	201,281	217,172	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>148,313</b>	<b>201,281</b>	<b>217,172</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	10,343	14,036	15,144	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>10,343</b>	<b>14,036</b>	<b>15,144</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Northern Virginia Beltway** (Rehab costs \$15,000-\$50,000)

**Cost Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	148,313	201,281	217,172	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>148,313</b>	<b>201,281</b>	<b>217,172</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	10,343	14,036	15,144	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>10,343</b>	<b>14,036</b>	<b>15,144</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$205.38** Credits/SF = **6.157263** Const \$/unit = **\$51,239.83**

TYPE OF PROJECT  
LOCATION  
TYPE OF CONSTRUCTION

GENERAL = 11000; ELDERLY = 12000  
Inner-NVA=100; Outer-NV=200; NWN=300; Rich=400; Tid=500; Balance=600  
N C=1; ADPT=2; REHAB(35,000+)=3; REHAB\*(10,000-35,000)=4

**11000**  
**400**  
**3**

**400**  
**3**

\*REHABS LOCATED IN BELTWAY (\$10,000-\$50,000) See Below

	GENERAL		Elderly				
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0
PROJECT COST PER UNIT	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
<b>COST PER UNIT POINTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CREDIT PER UNIT POINTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	673.75	854.29	989.57	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	72	116	44	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	148,313	201,281	217,172	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	148,313	201,281	217,172	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	148,313	201,281	217,172	0	0	0	0
PROJECT COST PER UNIT	0	138,374	175,453	203,236	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	10,343	14,036	15,144	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	10,343	14,036	15,144	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	10,343	14,036	15,144	0	0	0	0
PROJECT CREDIT PER UNIT	0	4,148	5,260	6,093	0	0	0	0
<b>COST PER UNIT POINTS</b>	<b>0.00</b>	<b>2.08</b>	<b>6.42</b>	<b>1.22</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CREDIT PER UNIT POINTS</b>	<b>0.00</b>	<b>37.17</b>	<b>62.52</b>	<b>22.67</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

TOTAL COST PER UNIT POINTS **9.71**

TOTAL CREDIT PER UNIT POINTS **122.37**

**Cost Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	148,313	201,281	217,172	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>148,313</b>	<b>201,281</b>	<b>217,172</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	10,343	14,036	15,144	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>10,343</b>	<b>14,036</b>	<b>15,144</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Northern Virginia Beltway** (Rehab costs \$10,000-\$50,000)

**Cost Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	148,313	201,281	217,172	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>148,313</b>	<b>201,281</b>	<b>217,172</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	10,343	14,036	15,144	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>10,343</b>	<b>14,036</b>	<b>15,144</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

A

# Partnership or Operating Agreement

Including chart of ownership structure with percentage of  
interests (**MANDATORY**)

## **Tab A - Operating Agreement of Owner**

**AGREEMENT OF  
LIMITED PARTNERSHIP  
Richmond-Henrico Arms Limited Partnership**

**A Virginia Limited Partnership**

THIS AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement") is entered into as of September 1, 2018 by and among Henrico Arms-Richmond GP, LLC as General Partner (referred to herein as the "General Partner"), and Christopher R. Poulin as Limited Partner (referred to herein as the "Limited Partner").

WHEREAS the General Partner and the Limited Partner are the sole partners of Richmond-Henrico Arms Limited Partnership, a Virginia Limited Partnership (the "Partnership"); and

WHEREAS as of July 11, 2018, the General Partner executed a Certificate of Limited Partnership (the "Certificate") for the formation of the Partnership and was filed with the State Corporation Commission of the Commonwealth of Virginia on July 11, 2018; and

WHEREAS the Partnership has been formed to acquire, develop, finance, construct, own, maintain, operate and sell or otherwise dispose of an 232 unit multifamily apartment complex intended for rental to low-income individuals and families, known as Henrico Arms Apartments located in Richmond, VA (the "Project"); and

WHEREAS the Partners now desire to set forth all of the provisions governing the Partnership.

Accordingly, for mutual consideration paid and received among the parties hereto, the parties, desiring to form a Limited Partnership under the Act, hereby execute the following Agreement:

1. The name of the Partnership is:  
  
Richmond-Henrico Arms Limited Partnership.
2. The address of the principal office of the Partnership and the address at which records of the Partnership are kept is c/o Silver Street Development Corporation, 33 Silver Street, Suite 200, Portland, ME 04101; the name and address of the agent for service of process for the Partnership is COGENCY Global Inc., 250 Browns Hill Court, Midlothian, VA 23114.
3. The mailing address of the Partnership is c/o Silver Street Development Corporation, 33 Silver Street, Suite 200, Portland, ME 04101.

4. The name, business address, initial contribution and ownership interest in the Partnership of the present and current General Partner is as follows:

Henrico Arms-Richmond GP, LLC	\$ 0.01	0.01%
-------------------------------	---------	-------

c/o Silver Street Development Corporation  
33 Silver Street, Suite 200,  
Portland, ME 04101

Substitute and additional General Partners may be admitted to the Partnership by execution of an Amendment to this Agreement and an Amendment to the Certificate of Limited Partnership.

5. The name, business address, initial contribution and ownership interest in the Partnership of the present and current Limited Partner is as follows:

Christopher R. Poulin	\$0.99	99.99%
-----------------------	--------	--------

c/o Silver Street Development Corporation  
33 Silver Street, Suite 200,  
Portland, ME 04101

Substitute and additional Limited Partners may be admitted to the Partnership by execution of an Amendment to the Certificate and this Agreement.

6. The term of the Partnership shall be perpetual.
7. The character of the business of the Partnership is to (a) acquire, own, and operate an affordable housing apartment complex known as Henrico Arms Apartments located in Richmond, VA and to (b) conduct such other business as shall be incidental to the above. The Partnership may engage in such other business as the General Partner and a majority in interest of the Limited Partners may from time to time determine, provided that the Partnership shall not engage in any business prohibited by law.
8. For the purpose of this Agreement, the term "Profits" and "Losses" shall mean net income or net loss as determined under generally accepted accounting principles applied on a consistent basis and taking into account all ordinary and extraordinary items. Allocations of profits and losses shall be made as of the close of each fiscal year as follows:
- (a) Ninety-nine and ninety nine one hundredths of one percent (99.99%) of all losses sustained by the Partnership shall be allocated to and charged against the Limited Partner in accordance with their relative ownership interest in the Partnership as set forth

in Paragraph 5 of this Agreement. One hundredth of one percent (0.01%) of all losses sustained by the Partnership shall be allocated to and charged against the General Partner.

- (b) Allocation of Profits: Ninety-nine and ninety-nine one hundredths of one percent (99.99%) of all profits shall be allocated to and credited to the Limited Partner in accordance with their relative ownership interest in the Partnership as set forth in Paragraph 5 of this Agreement. One hundredth of one percent (0.01%) of all profits shall be allocated to and credited to the General Partner.

After the determination of reasonable and adequate reserves for cash, all remaining cash shall be allocated and distributed at the end of each fiscal year on the same basis as profit and losses are allocated above.

- 9. Upon any sale or refinancing of all or any part of the Project, the proceeds derived from any such sale or refinancing will, to the extent available, be applied in the following order:
  - (a) to payment of debts and liabilities of the Partnership, including expenses of the sale or refinancing;
  - (b) in the case of a sale, to the establishment of reasonable reserves necessary to meet contingent liabilities;
  - (c) to the payment of debts and liabilities of the Partnership to the Partners;
  - (d) to the payment of the Limited Partner of an amount equal to 100% of its capital contributions to the Partnership in accordance with its relative Limited Partnership percentages, taking into account all previous distributions to the Limited Partner;
  - (e) the balance, if any, would be distributed as follows: ninety-nine and ninety-nine hundredths percent (99.99%) to the Limited Partner in accordance with its relative ownership interest and one hundredth of one percent (0.01%) to the General Partner.
- 10. No Limited Partner shall, directly or indirectly, sell, assign, pledge, transfer or, in any manner whatsoever, dispose of all or any part of his, her, or, its interest in the Partnership without obtaining the prior written consent of the General Partner after having first furnished to the General Partner the identity of the proposed transferee, the terms of the proposed transaction and such other information as the General Partner may reasonably request. A Limited Partner who assigns all or any part of its

interest in the Partnership in accordance with the above shall have the right to designate its assignee a Substitute Limited Partner.

11. Additional Limited Partners may from time to time be admitted to the Partnership by the General Partners upon the consent of a majority in interest of the existing Limited Partners.
12. There is no right of one or more of the Limited Partners to priority over the other Limited Partners as to contributions or as to compensation by way of income.
13. Upon the death, retirement, incapacity or dissolution of the General Partner, the Partnership shall be dissolved, provided however that a majority in interest of the Limited Partners shall have the right and the power to admit a new General Partner and to continue the business of the Partnership in a reconstituted Partnership with all the old Limited Partners and the new General Partner.
14. The Limited Partners are not restricted to a receipt of cash in return for their contributions, although they are not granted in specific terms the right to demand and receive property other than cash.
15. The General Partner is hereby authorized and empowered to execute any such note, mortgage, regulatory agreement, or other document required in connection with any loan made to finance the property or further the purposes of this Partnership.

Notwithstanding any provisions of this Agreement, the General Partner is specifically authorized to apply for and obtain Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code. The General Partner is further authorized to (a) solicit one or more new partners to acquire limited partnership interests; (b) syndicate the Partnership's interests in such Low-Income Housing Tax Credits; and (c) prepare all documentation to transfer any or all Limited Partner interests herein to said new Partners. The Limited Partner hereunder shall execute all documents necessary to complete such transfer.

16. The General Partner shall have full, exclusive and complete discretion in the management and control of the business of the Partnership and, except as otherwise provided for herein:
  - (a) The powers and duties of the General Partner who, subject to the terms and provisions of this Agreement, shall manage the business affairs of the Partnership.



- (b) The General Partner shall serve as the Company Representative for purposes of compliance with the Internal Revenue Code. The Partners agree to perform acts necessary to designate the General Partner as the Company Representative.
- (c) If the General Partner shall fail to perform any act which materially and adversely affects the continued operations of the Partnership (a "Default"), any other Partner may at any time thereafter give written notice of the Default to the General Partner. For each such occasion of a Default, the General Partner shall have 30 days after notice is given to cure the Default. Upon failure to cure such Default within the 30 day cure period, the other Partners may remove the General Partner from that position, and appoint a new General Partner to assume the title, rights and duties of General Partner, pursuant to Section 13 hereof. Defaults shall include:
  - (i) Failure to file on the date due any tax return (a request for an extension to file that is filed within the time limits for extensions shall be considered timely filing);
  - (ii) Failure to obtain and timely pay premiums on insurance coverage for the project required under the mortgages covering the Project;
  - (iii) Failure to make any mortgage or loan payment prior to the date on which the lender could claim a default under the applicable mortgage or loan terms; and
  - (iv) Failure to operate the Project consistent with the requirements of Section 42 of the Code.
- (d) The General Partner may not take any of the following actions unless it has first received the consent of a majority of the interests of the other Partners:
  - (i) the dissolution, merger, consolidation, or termination of the Partnership (which also requires the consent of the Limited Partners);
  - (ii) the admission of a new Partner;
  - (iii) entering into any contract or other arrangement for the provision of goods or services with a related or affiliate person or entity or engaging in any other transaction or

other matter involving an actual or potential conflict of interest;

- (iv) the approval of an amendment to the Partnership Agreement (which also requires the consent of the Limited Partner);
- (v) taking any action to bring, prosecute, or terminate any derivative action brought in the name of the Partnership, or confessing a judgment against the Partnership; or
- (vi) the indemnification of any Partner or other person or entity.

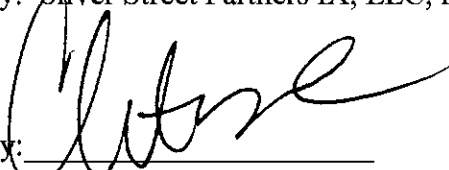
17. This Agreement may be executed in counterparts, with each counterpart deemed as an original, and all such originals shall together constitute one complete executed copy.


WITNESS the execution hereof under seal as of the date first above-written.

GENERAL PARTNER:

Henrico Arms-Richmond GP, LLC

By: Silver Street Partners IX, LLC, its Manager

By:   
Christopher R. Poulin, Manager

By:   
Matthew E. Kesselhaut, Manager

LIMITED PARTNER:

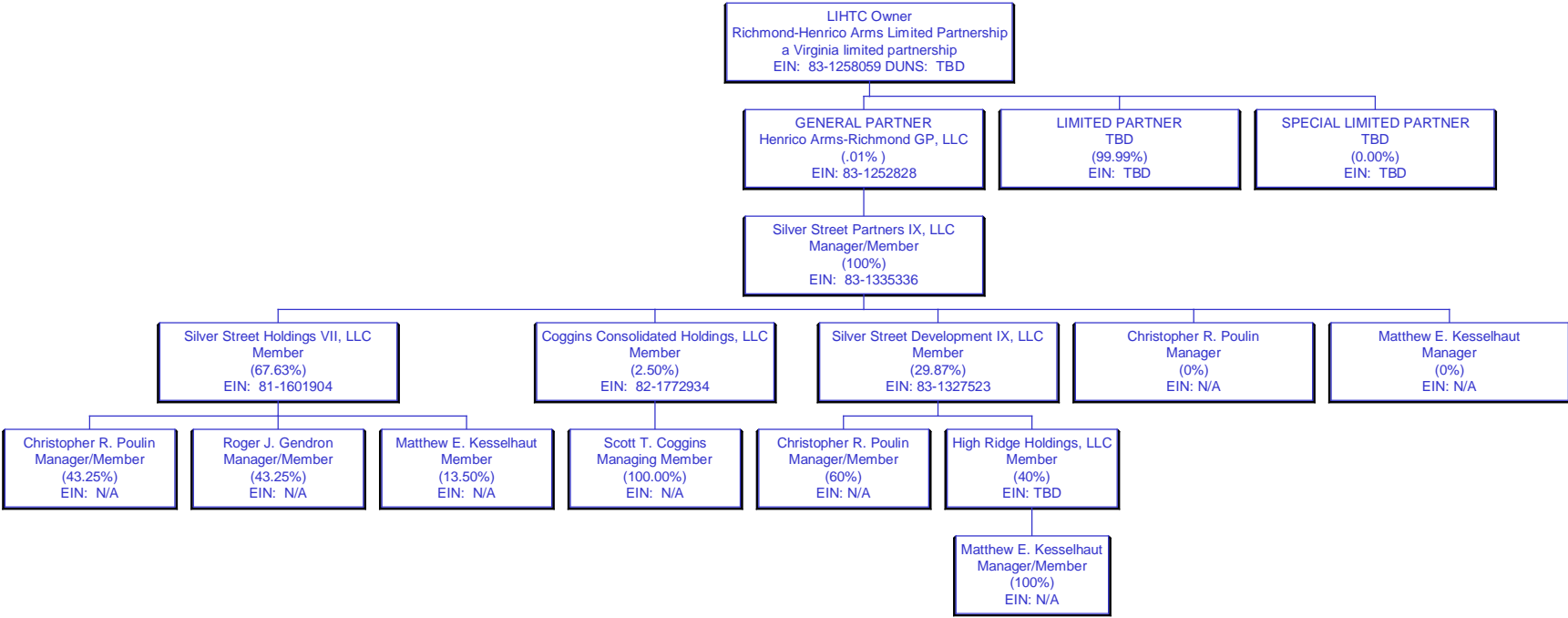
By:   
Christopher R. Poulin

## **Tab B – Organizational Chart**

# Henrico Arms Apartments

Richmond, VA

## Organizational Chart: LIHTC Owner, GP & LP



B

Virginia State Corporation  
Commission Certification  
(MANDATORY)

## **Tab A – Organizational Chart**

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond, July 11, 2018*

*This is to certify that the certificate of limited partnership of*

### **Richmond-Henrico Arms Limited Partnership**

*was this day admitted to record in this office and that the said limited partnership is authorized to transact its business subject to all Virginia laws applicable to the limited partnership and its business.*



*State Corporation Commission*

*Attest:*

*Joel H. Peck*  
Clerk of the Commission



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

LPA-73.11  
(07/10)

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, on behalf of the limited partnership set forth below, pursuant to Title 50, Chapter 2.1 of the Code of Virginia, state(s) as follows:

1. The name of the limited partnership is

Richmond-Henrico Arms Limited Partnership

2. A. The name of the limited partnership's initial registered agent is

COGENCY GLOBAL INC. -F1509309

B. The registered agent is (mark appropriate box):

(1)  an INDIVIDUAL who is a resident of Virginia and

- a general partner of the limited partnership.
- an officer or director of a corporation that is a general partner of the limited partnership.
- a general partner of a general or limited partnership that is a general partner of the limited partnership.
- a member or manager of a limited liability company that is a general partner of the limited partnership.
- a trustee of a trust that is a general partner of the limited partnership.
- a member of the Virginia State Bar.

OR

(2)  a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

3. A. The limited partnership's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is

250 Browns Hill Court Midlothian, VA 23114

(number/street)

(city or town)

VA

(zip)

B. The registered office is physically located in the  county or  city of Chesterfield

4. The name and post office address, including the street and number, if any, of each general partner and, if it is a business entity, the jurisdiction under whose laws it is incorporated, organized or formed, and its SCC ID number, if assigned, are:

Henrico Arms-Richmond GP, LLC

(name of general partner)

N/A (SCC ID #, if assigned)

ME

(jurisdiction of organization)

33 Silver Street, Suite 200

(number/street)

Portland

(city or town)

ME

(state)

04101

(zip)

(name of general partner)

(SCC ID #, if assigned)

(jurisdiction of organization)

(number/street)

(city or town)

(state)

(zip)

Check and complete if applicable:

Each of the following general partners that is a business entity is serving, without more, as a general partner of the limited partnership and does not otherwise transact business in Virginia. See §§ 13.1-757, 13.1-1059 and/or 50-73.61 of the Code of Virginia.

Henrico Arms-Richmond GP, LLC

5. The limited partnership's principal office address, including the street and number, if any, is

33 Silver Street, Suite 200

(number/street)

Portland

(city or town)

ME

(state)

04101

(zip)

Signature(s) of all general partner(s):

(signature)

Christopher R. Poulin Manager GP, Henrico Arms-Richmond GP, LLC

(printed name and title)

6/18/18

(date)

2077809800

(telephone number (optional))

(signature)

(date)

(printed name and title)

(telephone number (optional))

PRIVACY ADVISORY: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT required to be included in business entity documents filed with the Office of the Clerk of the Commission. Any information provided on these documents is subject to public viewing.

SEE INSTRUCTIONS ON THE REVERSE



# Commonwealth of Virginia



## State Corporation Commission

*I Certify the Following from the Records of the Commission:*

The foregoing is a true copy of all documents filed in this office by Richmond-Henrico Arms Limited Partnership, a VIRGINIA Limited Partnership.

Nothing more is hereby certified.



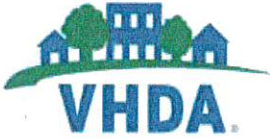
*Signed and Sealed at Richmond on this Date:  
July 13, 2018*

*Joel H. Peck*  
\_\_\_\_\_  
*Joel H. Peck, Clerk of the Commission*

C

Principal's Previous  
Participation Certification  
(MANDATORY)

**Tab C - Previous Participation Certifications –**  
Henrico Arms-Richmond GP, LLC



## Previous Participation Certification

Development Name: Henrico Arms  
Name of Applicant (entity): Richmond-Henrico Arms Limited Partnership  
Henrico Arms-Richmond GP, LLC

I hereby certify that:

1. 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.
2. 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;
3. 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;
4. That 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;
5. That 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;
6. 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;
7. 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;
8. 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

**Previous Participation Certification, cont'd**

9. 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.
10. None of the participants is a Virginia Housing Development Authority (VHDA) employee or a member of the immediate household of any of its employees.
11. 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.
12. 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.
13. 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 8823's.
14. 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).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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 misrepresentations are grounds for rejection of an application and prohibition against future applications.

  
\_\_\_\_\_  
Signature

**Christopher R. Poulin**  
\_\_\_\_\_

Printed Name

02/04/2019  
\_\_\_\_\_  
Date (no more than 30 days prior to submission of the Application)

**Tab C - Previous Participation Certifications –**  
Roger J. Gendron





## Previous Participation Certification

Development Name: Henrico Arms  
Name of Applicant (entity): Richmond-Henrico Arms Limited Partnership  
Roger J. Gendron

I hereby certify that:

1. 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.
2. 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; **[Please see attached loan default disclosure regarding the Ambassador Apartments in Rochester, NY.]**
3. 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;
4. That 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;
5. That 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;
6. 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;
7. 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;
8. 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

**Previous Participation Certification, cont'd**

9. 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.
10. None of the participants is a Virginia Housing Development Authority (VHDA) employee or a member of the immediate household of any of its employees.
11. 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.
12. 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.
13. 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 8823's.
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Failure to disclose information about properties which have been found to be out of compliance or any material misrepresentations are grounds for rejection of an application and prohibition against future applications.

Signature 

**Roger J. Gendron**

Printed Name

02/04/2019

Date (no more than 30 days prior to submission of the Application)



### A Disclosure of Loan Default – Ambassador Apartments, Rochester, NY

In the fall of 2004, the principals of Silver Street Development Corporation II purchased the General Partner Interests in a portfolio of 28 properties in upstate New York. Three of those principals, Roger Gendron, Chris Poulin, and Jeff Murtha, are common to the acquisition of Pine Town Apartments.

In August of 2005, the General Partner of Ambassador Associates Limited Partnership, which the above named individuals are involved, allowed the property to default on its SunyMae insured mortgage. The property went into receivership in October of 2005. Foreclosure has not occurred as of the date of this memorandum. The Limited Partnership received 9% LIHTC in 1996 and its 15 year compliance period expires in 2011.

The decision to allow the default was not done for lack of responsibility or unwillingness to be responsible. As General Partners, the above individuals had no personal guarantees on the partnership mortgage nor did they have operating guarantees to the Limited Partner. On several occasions, the General Partner made an effort to work with the lender and Limited Partner to find a financial solution in which all parties would participate. The General Partner was and remains committed to shouldering a portion of the financial responsibility, but not 100% of it. The lender and Limited Partner would not commit any financial resources. The General Partner, being left on a limb and not financially guaranteeing either the loan or operating guarantees, allowed default on the loan. The General Partner is still committed to finding solutions but has not been contacted by either party involved since receivership occurred.

Wednesday, October 14, 2009

Michael Skrebutenas  
Deputy Commissioner Housing Operations  
Division of Housing and Community Renewal  
Hampton Plaza  
38-40 State St  
Albany, NY 12207

RE: Ambassador Apartments

Dear Michael:

We very much appreciated the time afforded Silver Street by the Commissioner, Mark Colon, and yourself to discuss the Ambassador issue last Thursday. As discussed, I have assembled documentation for your review which corroborates our story that Silver Street was continually attempting to prevent foreclosure before and after the mortgage default and it was always a willing participant in a financial solution with the parties involved. I have noted on which correspondence the State of New York was copied (either NYSHFA or DHCR) and took the liberty to organize the information I have as follows:

1. Copy of the Limited Partnership Agreement for Ambassador Associates Limited Partnership.
2. Correspondence between the General Partner and Limited Partner:
  - a. Letter dated April 29, 2005 to the LP regarding the need to make deficit loans.
  - b. Letter dated August 5, 2005 from the LP to the GP regarding its intent to hold the GP responsible to fund deficits.
  - c. Letter dated October 4, 2005 from Home Properties (former GP) to the LP regarding its recommendation for the LP to work with Silver Street.
  - d. Letter dated October 6, 2005 from the GP to all parties regarding the need to cooperate on a financial solution.
  - e. Letter dated August 29, 2006 regarding the GP's willingness for financial participation in a solution other than foreclosure. **(DHCR copied)**

Corporate Offices  
33 Silver Street, Suite 300  
Portland, Maine 04101  
Phone 207.780.9800 • Fax 207.221.2040

Wilmington Office  
1904 Eastwood Road, Suite 310  
Wilmington, North Carolina 28403  
Phone 910.509.1826 • Fax 910.509.1519

3. Correspondence with the Lender- Community Preservation Corporation
  - a. Letter dated April 29, 2005 to CPC requesting a meeting to discuss financial options for the property.
  - b. Letter dated July 7, 2005 to CPC and Freddie Mac regarding work out plan options.
  - c. Letter dated October 6, 2005 from the GP to all parties regarding the need to cooperate on a financial solution.
  - d. Letter dated August 29, 2006 regarding the GP's willingness for financial participation in a solution other than foreclosure.
4. Correspondence between Freddie Mac and the GP
  - a. Agreement dated May 22, 2005 to enter into a workout.
  - b. Letter dated May 26, 2005 from Freddie Mac to the GP regarding a request for information prior to work out
  - c. Letter dated September 14, 2005 from Freddie Mac to the GP regarding demand for payment.
  - d. Default Notice dated September 29, 2005 from Freddie Mac to the GP.
  - e. Letter dated September 22, 2006 from Freddie Mac to the GP regarding the need for full recovery under the note.
  - f. Letter dated October 2, 2006 from the GP to Freddie Mac regarding the request to incrementally maintain the project by the parties until the end of the Compliance Period **(DHCR copied)**
  - g. Letter dated November 2, 2002 from Freddie Mac to the GP regarding its opinion that liquidation of the loan or property is its only course of action.
5. Correspondence to Jacob Selechnik from the GP
  - a. Letter to Jacob Selechnik from the GP regarding a workout plan.
  - b. Letter dated March 15, 2007 to Selechnik from the GP regarding an interest from a LIHTC buyer to purchase the property.
  - c. Letter dated Mat 30, 2007 to Selechnik from the GP regarding lack of notice to the GP for the foreclosure auction that was held.
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  - f. Email correspondence regarding Selechnik being the only bidder at the foreclosure property auction and notice of the July 25, 2007 property auction that the GP planned to attend.
  - g. Email correspondence regarding the cancellation of the July 25, 2007 property auction due to the private sale of the note.

6. Correspondence between DHCR and the GP

- a. Letter dated February 2, 2007 to DHCR regarding incorrect issuance of an 8823 on January 23, 2007.
- b. Email dated October 5, 2007 from the GP to DHCR regarding the foreclosure.
- c. Email dated October 31, 2007 regarding a meeting between the GP and DHCR to discuss the foreclosure ramifications.
- d. Email dated December 24, 2007 from the GP to DHCR regarding the foreclosure date.
- e. Email correspondence dated February 22, 2007 regarding a DHCR property inspection conducted in November 2006 and need to a response to the findings by the Receiver, David Vasile.

The attached represents the information we have regarding our attempts to salvage this property from foreclosure. We are hoping you can come to a resolution on the matter as quickly as possible. If you have any questions or are in need of further explanation, do not hesitate to contact me.

Sincerely,



Christopher R Poulin

Cc: Deborah VanAmerongen – DHCR  
Mark Colon - DHCR  
Susan Reaman – Nixon Peabody  
John Kelly – Nixon Peabody  
Roger Gendron

David A. Paterson  
Governor



Deborah VanAmerongen  
Commissioner

New York State Division of Housing and Community Renewal  
25 Beaver Street  
New York, NY 10004

November 9, 2009

Mr. Christopher R. Poulin  
Silver Street Corp.  
33 Silver Street, Suite 300  
Portland, Maine 04101

Re: Ambassador Apartments

Dear Mr. Poulin:

Thank you for your recent letter and documentation regarding the foreclosure and sale of the tax-credit assisted Ambassador Apartments in Rochester.

We have reviewed Silver Street Development Corporation's documentation regarding the foreclosure of the Ambassador Apartments project and concluded that Silver Street made a good faith effort to prevent the foreclosure of this property with the lenders and the limited partners. We have also reviewed the status of your affordable housing portfolio under DHCR's supervision and our records currently indicate that there are no outstanding negative findings. We are unaware, at this time, of any other issues which may reflect upon your capacity to properly manage a low-income housing tax credit project in the State of New York.

Please note that the issuance of IRS form 8823 for the Ambassador Apartments will not disqualify the Silver Street Development Corporation from an award of DHCR financing under the Unified Funding Round. DHCR is unaware, at this time, of any issue which may prevent the award of financing under Unified Funding to Silver Street Development. If you chose to submit an application for financing under Unified Funding, you will be subject to the customary review process as specified in the Qualified Allocation Plan. DHCR reserves the right to impose certain safeguards directed at avoiding the types of issues that arose at Ambassador.

If you should have any questions, please feel free to contact me at 518-474-1829.

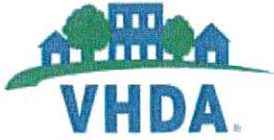
Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Skrebutenas', with a long horizontal flourish extending to the right.

Michael Skrebutenas  
Deputy Commissioner Housing Operations

Cc: Deborah VanAmerongen, Commissioner  
Mark Colón, Esq, Deputy General Counsel

**Tab C - Previous Participation Certifications –**  
Christopher R. Poulin



## Previous Participation Certification

Development Name: Henrico Arms  
Name of Applicant (entity): Richmond-Henrico Arms Limited Partnership  
Christopher R. Poulin

I hereby certify that:

1. 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.
2. 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; **Please see attached loan default disclosure regarding the Ambassador Apartments in Rochester, NY.**
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**Previous Participation Certification, cont'd**

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\_\_\_\_\_  
Signature

**Christopher R. Poulin**  
\_\_\_\_\_

Printed Name

02/04/2019  
\_\_\_\_\_  
Date (no more than 30 days prior to submission of the Application)



### A Disclosure of Loan Default – Ambassador Apartments, Rochester, NY

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Wednesday, October 14, 2009

Michael Skrebutenas  
Deputy Commissioner Housing Operations  
Division of Housing and Community Renewal  
Hampton Plaza  
38-40 State St  
Albany, NY 12207

RE: Ambassador Apartments

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Sincerely,



Christopher R Poulin

Cc: Deborah VanAmerongen – DHCR  
Mark Colon - DHCR  
Susan Reaman – Nixon Peabody  
John Kelly – Nixon Peabody  
Roger Gendron

David A. Paterson  
Governor



Deborah VanAmerongen  
Commissioner

New York State Division of Housing and Community Renewal  
25 Beaver Street  
New York, NY 10004

November 9, 2009

Mr. Christopher R. Poulin  
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Portland, Maine 04101

Re: Ambassador Apartments

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If you should have any questions, please feel free to contact me at 518-474-1829.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Skrebutenas".

Michael Skrebutenas  
Deputy Commissioner Housing Operations

Cc: Deborah VanAmerongen, Commissioner  
Mark Colón, Esq, Deputy General Counsel

**Tab C - Previous Participation Certifications –**  
Matthew E. Kesselhaut



## Previous Participation Certification

Development Name: Henrico Arms  
Name of Applicant (entity): Richmond-Henrico Arms Limited Partnership  
Matthew E. Kesselhaut

I hereby certify that:

1. 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.
2. 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;
3. 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;
4. That 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;
5. That 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;
6. 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;
7. 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;
8. 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

**Previous Participation Certification, cont'd**

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11. 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.
12. 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.
13. 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 8823's.
14. 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).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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 misrepresentations are grounds for rejection of an application and prohibition against future applications.

\_\_\_\_\_  
Signature

**Matthew E. Kesselhaut**

\_\_\_\_\_  
Printed Name

02/04/2019

\_\_\_\_\_  
Date (no more than 30 days prior to submission of the Application)



**Tab C - Previous Participation Certifications –**  
Scott T. Coggins



## Previous Participation Certification

Development Name: \_\_\_\_\_

Name of Applicant (entity): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that:

1. 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.
2. 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;
3. 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;
4. That 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;
5. That 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;
6. 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;
7. 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;
8. 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



**Previous Participation Certification, cont'd**

9. 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.
10. None of the participants is a Virginia Housing Development Authority (VHDA) employee or a member of the immediate household of any of its employees.
11. 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.
12. 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.
13. 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 8823's.
14. 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).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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 misrepresentations are grounds for rejection of an application and prohibition against future applications.

  
\_\_\_\_\_  
Signature

**Scott T. Coggins**  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

2/2/2019  
Date (no more than 30 days prior to submission of the Application)



**Tab C - Previous Participation Certifications –**  
Principal Resumes

## **Sponsor Resume**

### **Silver Street Development Corporation**

#### **Corporate Profile**

With offices located in Portland, Maine, Washington, D.C. and Wilmington, North Carolina, Silver Street Development Corporation (“Silver Street”) is an organization dedicated to the quality preservation, operation, and growth of affordable housing in the U.S. The company is comprised of industry leaders with over 20 years of experience in the multifamily housing market. Through our partnerships and relationships with some of the industry’s top leaders, we have pioneered the changing face of subsidized and affordable housing in the country. From implementing one of the first Section 236 decouplings to successfully crafting complex bond capitalization strategies to overcome obstacles arising from a difficult lending environment, we are constantly looking for ways to keep our portfolio in top condition. We strive to change the image of “low-income housing” by not only providing safe, healthy, and prideful communities, but also by providing the necessary tools and resources within our communities to empower our tenants to better themselves and their environment. Currently, Silver Street owns over 11,000 units of affordable housing and is one of the Top 20 largest owners of affordable housing in the U.S.

#### **Principal Resumes**

##### **Roger J. Gendron, President**

Roger is the original founder of Silver Street. Roger directed acquisition and development activities for Silver Street, including the identification of opportunities, negotiating with owners, and setting the agenda for financing and development. He has overseen the growth of Silver Street from a small regional development company to a company that acquired and redeveloped over 11,000 units of affordable housing. During peak years, Silver Street had up to 5 properties under construction at any one time. As Silver Street grew, Roger oversaw the creation of an asset management department, construction planning and oversight department, and development and finance departments. Also during this period, Roger initiated the creation of Housing Management Resources, a property management company that manages over 50 properties totaling over 5,000 units.

Presently, Roger is Managing Director of The Silver Street Group where he provides guidance on all aspects of the stabilized portfolio. Roger Gendron is also a co-founder of First Atlantic Capital, LLC (“FAC”). FAC was formed in 2005 as an affordable housing investment company located in Boston, MA and Wilmington, NC. The company partnered with Oak Hill Realty, Inc. to focus on the acquisition, ownership, and redevelopment of apartment communities throughout the United States. The first fund of FAC invested approximately \$23 million in 150 partnerships, over the last several years FAC has sold 126 of these partnerships for approximately \$45 million. FAC is currently the owner of limited partnership interests in 24 properties.

### **Chris R. Poulin, Chief Operating Officer**

Chris is an original founding partner of Silver Street. Over the last 18 years, in his role as Chief Financial and Operating Officer, he has overseen the acquisition, financing, construction or rehabilitation, and stabilization of nearly 11,000 units of affordable housing. His direct financial oversight has included approximately \$600 million in total development costs and \$200 million construction and rehabilitation expenditures. His involvement during the development life cycle from pre-acquisition to stabilization averages about 24 months per project and his knowledge and intimacy with the details is what has helped fuel Silver Street's incredible success.

As Silver Street grew, so did Chris' role in the implementation of Silver Street's asset management and financial department as well as the formation and startup of its subsidiaries The Silver Street Group and Housing Management Resources. The Silver Street Group now oversees asset management all of the properties developed by Silver Street Development and Housing Management Resources manages approximately 50% of the Silver Street portfolio of properties.

### **Matthew E. Kesselhaut, Chief Investment Officer**

Along with being the Chief Investment Officer and a partner of Silver Street Development Corporation, Matt is the Managing Director of The Silver Street Group, Silver Street Development's asset management arm and on the Board of Directors of Housing Management Resources. He is tasked with the creation of long-term value through the effective asset management, which includes the oversight of the various property management firms employed by Silver Street, the evaluation and implementation of investment opportunities and capital strategies at various points in a property's lifecycle and the oversight of workouts and strategic repositioning.

### **Scott T. Coggins, Senior Vice President of Development and Capital Transactions**

Scott is Silver Street's Senior Vice President of Development and Capital Transactions, a role that requires close cooperation with both The Silver Street Group and Silver Street Development Corp. His primary role is to collaborate with the Managing Partners of both organizations to close a wide variety of property transactions including 4% and 9% LIHTC acquisitions/rehabilitations, limited partner acquisitions/buyouts, property refinancing, portfolio acquisitions and in-house dispositions. Scott evaluates potential investment opportunities, secures and structures any required debt or equity financing and, ultimately, manages the transaction through closing. Thereafter, he oversees the transaction through to stabilized operations and/or the achievement of the desired investment objectives.

D

# List of LIHTC Developments

(Schedule A)  
**(MANDATORY)**

**Tab D - List of LIHTC Developments (Schedule A) –**  
Roger J. Gendron



# List of LIHTC Developments (Schedule A)



Development Name: Henrico Arms

Name of Applicant: Richmond-Henrico Arms Limited Partnership

Controlling General Partner or Managing Member: Roger J. Gendron

**INSTRUCTIONS:**

- 1 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.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Principal's Name: Roger J. Gendron Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Adams Templeton/Dorchester, MA	AdTemp-Dorchester LP	Y	74	73	7/1/2001	6/7/2002	N
2	Adams Templeton/Dorchester, MA	AT-Dorchester LP	Y	74	73	5/15/2017	9/25/2017	N
3	Browns Woods/Browns Mills, NJ	Browns Mills Apartments LLC	Y	150	150	5/1/2002	12/10/2004	N
4	Carter Heights/Chelsea, MA	Chelsea-Carter LP	Y	108	94	1/1/2004	12/30/2004	N
5	Cedarbrook/Plainfield, NJ	Cedarbrook-Plainfield LP	Y	141	141	3/31/2010	5/6/2011	N
6	Charlotte Harbortown/Rochester, NY	Charlotte Harbortown Homes Assoc LP	Y	553	545	6/20/2005	3/28/2011	N
7	Countrybrook/Champaign, IL	Countrybrook-Champaign LP	Y	150	146	1/1/2005	3/17/2006	N
8	Eagle Ridge/Edwardsville, PA	Edwardsville Apartments LP	Y	252	252	12/1/2005	8/27/2007	N
9	Edgewater/Springfield, MA	Pynchon II Apartments LP	Y	363	303	1/1/2006	8/3/2007	N
10	Evergreen Hills III/Macedon, NY	Evergreen Hills III Assoc. LP	Y	80	80	12/18/2000	10/5/2001	N
11	Glenridge Apts/Augusta, ME	New Glenridge Development	Y	120	120	7/1/2004	9/14/2006	N
12	Hanover Gardens	Hanover Gardens Apts. LP	Y	104	90	8/31/2005	1/18/2006	N
13	Henrico Arms/Richmond, VA	Henrico-Richmond LP	Y	232	232	7/1/2004	12/6/2005	N
14	Hillside Apts/Poughkeepsie, NY	Hillside Terrace Associates LP	Y	64	64	9/1/2000	8/13/2002	N
15	Hilltop Apts/Edwardsville, PA	Hilltop-Edwardsville LP	Y	200	200	11/30/2007	5/20/2008	N
16	Island View Apts/Portland, ME	Island View Apartments LP	Y	70	29	6/27/2002	10/29/2002	N
17	Jaycee Place/Lowell, MA	Jaycee-Lowell LP	Y	136	130	10/1/1999	9/5/2000	N
18	Lancaster Village/Normal, IL	Lancaster-Normal LP	Y	198	179	1/1/2004	4/7/2006	N
19	Lebanon Apts/Lebanon, PA	Lebanon Village LP	Y	200	198	12/28/2012	2/24/2014	N
20	Ledgewood Village/Asheville, NC	Oak Knoll-Asheville LP	Y	180	180	7/1/2001	10/10/2002	N
21	Ledgewood Village/Asheville, NC	Ledgewood-Asheville LP	Y	180	180	7/1/2019 (est.)	10/1/2019 (est.)	N
22	Leisure Towers/Lynn, MA	Leisure-Lynn LP	Y	180	180	1/1/2000	10/24/2000	N
23	Lindenwold Gardens/Lindenwold, NJ	Lindenwold Pine Hill LP	N	500	350	8/1/2006	12/21/2007	N
24	Louis Baret/Lynn, MA	Louis Baret Residences LP	Y	145	145	11/19/2015	4/27/2017	N
25	Mill Falls Apts/Methuen, MA	Methuen Mills LP	Y	97	40	11/9/2001	8/1/2002	N
26	Mt Pleasant Apts/Roxbury, MA	Roxbury Mount Pleasant LP	Y	98	98	7/1/2002	4/11/2005	N
27	New Brunswick, N. Brunswick, NJ	New Brunswick Apartments ILC	Y	206	196	2/13/02-10/1/0	10/20/2005	N
28	Newberry Estates/WilliamSPORT, PA	Newberry-WilliamSPORT LP	Y	200	162	2/14/2013	12/11/2014	N
29	Newport Harbour/Newport News, VA	Walker-Newport News LP	Y	200	200	10/21/2002	8/20/2004	N
30	North Jefferson Square/Newport News, VA	Jefferson Newport-News LP	Y	100	100	12/16/2014	5/1/2015	N
31	Oaks at Silver Ridge/High Point, NC	Lawndale High Point LP	Y	100	100	8/9/2010	1/13/2012	N
32	Oakview Apts/Millville, NJ	Oakview Apartments LLC	Y	210	210	5/1/2005	5/12/2006	N
33	Olympic Village/Chicago Heights, IL	Olympic-Chicago Heights LP	Y	320	304	1/1/2004	8/5/2005	N
34	Orchard Mews/Baltimore, MD	Orchard Mews-Baltimore LP	Y	101	101	2/3/2003	6/26/2006	N
35	Penns Grove/Penns Grove, NJ	Penns Grove Apartments LLC	Y	144	144	7/16/2002	7/8/2003	N
36	Pequot Highlands/Salem, MA	Pequot-Salem LP	Y	250	250	11/15/18 (est.)	3/1/19 (est.)	N
37	Pine Hill Gardens/Lindenwold, NJ	Lindenwold Pine Hill LP	Y	500	350	8/1/2006	12/21/2007	N
38	Power Town/Turner Falls, MA	Power Turner Falls LP	Y	81	81	5/27/2015	4/3/2016	N
39	Pynchon/Springfield, MA	Pynchon I Apartments LP	Y	250	236	5/31/2005	8/8/2007	N
40	Redden Gardens/Dover, NH	New Redden Gardens	Y	160	113	12/9/2000	12/3/2001	N

\* 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.

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Sebastian Villa/Neptune City, NJ	Sebastian Neptune Urban Renewal	Y	171	170	3/17/2016	11/9/2017	N
47	Silver Leaf Terrace/Leominster, MA	Litchfield-Leominster LP	Y	216	216	8/2/2010	5/31/2011	N
48	Village at Lakeview/Edgewood, MD	Edgewood-Lakeveiw LP	Y	223	218	7/1/2001	10/15/2002	N
49	Village at Lakeview/Edgewood, MD	VAL-Edgewood LP	Y	223	218	6/1/2019 (est.)	10/1/19 (est.)	N
50	Waters Tower/Baltimore, MD	New Waters Towers	Y	203	203	5/1/2002	8/8/2003	N
51	Wilson Pines Apts/Suffolk, VA	Wilson Pines-Suffolk LP	Y	104	103	12/13/2013	6/8/2015	N
52	Windsor Apts/Wilmington, DE	New Windsor Apartments	Y	169	169	1/31/2001	5/2/2002	N
53	Wollaston Manor/Quincy, MA	Wollaston Quincy LP	Y	164	161	7/31/2001	2/4/2002	N
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2nd PAGE TOTAL: 1,473 1,458

GRAND TOTAL: 8,944 8,277

LIHTC as % of  
93% Total Unit

**Tab D - List of LIHTC Developments (Schedule A) –**  
Christopher R. Poulin

# List of LIHTC Developments (Schedule A)



Development Name: Henrico Arms

Name of Applicant: Richmond-Henrico Arms Limited Partnership

Controlling General Partner or Managing Member: Christopher R. Poulin

**INSTRUCTIONS:**

- 1 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.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Principal's Name: Christopher R. Poulin Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Adams Templeton/Dorchester, MA	AdTemp-Dorchester LP	Y	74	73	7/1/2001	6/7/2002	N
2	Adams Templeton/Dorchester, MA	AT-Dorchester LP	Y	74	73	5/15/2017	9/25/2017	N
3	Browns Woods/Browns Mills, NJ	Browns Mills Apartments LLC	Y	150	150	5/1/2002	12/10/2004	N
4	Carter Heights/Chelsea, MA	Chelsea-Carter LP	Y	108	94	1/1/2004	12/30/2004	N
5	Ceaderbrook/Plainfield, NJ	Cedarbrook-Plainfield LP	Y	141	141	3/31/2010	5/6/2011	N
6	Charlotte Harbortown/Rochester, NY	Charlotte Harbortown Homes Assoc LP	Y	553	545	6/20/2005	3/28/2011	N
7	Countrybrook/Champaign, IL	Countrybrook-Champaign LP	Y	150	146	1/1/2005	3/17/2006	N
8	Cromwell Towers/Yonkers, NY	Cromwell towers Apts LP	Y	317	316	12/27/2011	6/26/2013	N
9	Eagle Ridge/Edwardsville, PA	Edwardsville Apartments LP	Y	252	252	12/1/2005	8/27/2007	N
10	Edgewater/Springfield, MA	Pynchon II Apartments LP	Y	363	303	1/1/2006	8/3/2007	N
11	Evergreen Hills III/Macedon, NY	Evergreen Hills III Assoc. LP	Y	80	80	12/18/2000	10/5/2001	N
12	Glenridge Apts/Augusta, ME	New Glenridge Development	Y	120	120	7/1/2004	9/14/2006	N
13	Henrico Arms/Richmond, VA	Henrico-Richmond LP	Y	232	232	7/1/2004	12/6/2005	N
14	Highlands Apts/Newnan, GA	Highlands-Newnan LP	Y	100	100	6/30/2010	3/21/2011	N
15	Hillside Apts/Poughkeepsie, NY	Hillside Terrace Associates LP	Y	64	64	9/1/2000	8/13/2002	N
16	Hilltop Apts/Edwardsville, PA	Hilltop-Edwardsville LP	Y	200	200	11/30/2007	5/20/2008	N
17	Island View Apts/Portland, ME	Island View Apartments LP	Y	70	29	6/27/2002	10/29/2002	N
18	Jaycee Place/Lowell, MA	Jaycee-Lowell LP	Y	136	130	10/1/1999	9/5/2000	N
19	Lancaster Village/Normal, IL	Lancaster-Normal LP	Y	198	179	1/1/2004	4/7/2006	N
20	Lebanon Apts/Lebanon, PA	Lebanon Village LP	Y	200	198	12/28/2012	2/24/2014	N
21	Ledgewood Village/Asheville, NC	Oak Knoll-Asheville LP	Y	180	180	7/1/2001	10/10/2002	N
22	Ledgewood Village/Asheville, NC	Ledgewood-Asheville LP	Y	180	180	7/1/2019 (est.)	10/1/2019 (est.)	N
23	Leisure Towers/Lynn, MA	Leisure-Lynn LP	Y	180	180	1/1/2000	10/24/2000	N
24	Lindenwold Gardens/Lindenwold, NJ	Lindenwold Pine Hill LP	N	500	350	8/1/2006	12/21/2007	N
25	Louis Barrett/Lynn, MA	Louis Barrett Residences LP	Y	145	145	11/19/2015	4/27/2017	N
26	Mill Falls Apts/Methuen, MA	Methuen Mills LP	Y	97	40	11/9/2001	8/1/2002	N
27	Mt Pleasant Apts/Roxbury, MA	Roxbury Mount Pleasant LP	Y	98	98	7/1/2002	4/11/2005	N
28	Newberry Estates/WilliamSPORT, PA	Newberry-WilliamSPORT LP	Y	200	162	2/14/2013	12/11/2014	N
29	Newport Harbour/Newport News, VA	Walker-Newport News LP	Y	200	200	10/21/2002	8/20/2004	N
30	North Jefferson Square/Newport News, VA	Jefferson Newport-News LP	Y	100	100	12/16/2014	5/1/2015	N
31	Oaks at Silver Ridge/High Point, NC	Lawndale High Point LP	Y	100	100	8/9/2010	1/13/2012	N
32	Oakview Apts/Millville, NJ	Oakview Apartments LLC	Y	210	210	5/1/2005	5/12/2006	N
33	Olympic Village/Chicago Heights, IL	Olympic-Chicago Heights LP	Y	320	304	1/1/2004	8/5/2005	N
34	Orchard Mews/Baltimore, MD	Orchard Mews-Baltimore LP	Y	101	101	2/3/2003	6/26/2006	N
35	Palmetto Place/Lancaster, SC	Pardue-Lancaster LP	Y	165	165	1/31/2011	5/6/2011	N
36	Penns Grove/Penns Grove, NJ	Penns Grove Apartments LLC	Y	144	144	7/16/2002	7/8/2003	N
37	Pequot Highlands/Salem, MA	Pequot-Salem LP	Y	250	250	11/15/18 (est.)	3/1/19 (est.)	N
38	Pine Hill Gardens/Lindenwold, NJ	Lindenwold Pine Hill LP	Y	500	350	8/1/2006	12/21/2007	N
39	Power Town/Turner Falls, MA	Power Turner Falls LP	Y	81	81	5/27/2015	4/3/2016	N
40	Pynchon/Springfield, MA	Pynchon I Apartments LP	Y	250	236	5/31/2005	8/8/2007	N

\* 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.

1st PAGE  
TOTAL: 7,583 7,001

LIHTC as % of  
92% Total Units

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Redden Gardens/Dover, NH	New Redden Gardens	Y	160	113	12/9/2000	12/3/2001	N
47	Sebastian Villa/Neptune City, NJ	Sebastian Neptune Urban Renewal	Y	171	170	3/17/2016	11/9/2017	N
48	Silver Leaf Terrace/Leominster, MA	Litchfield-Leominster LP	Y	216	216	8/2/2010	5/31/2011	N
49	Village at Lakeview/Edgewood, MD	Edgewood-Lakeveiw LP	Y	223	218	7/1/2001	10/15/2002	N
50	Village at Lakeview/Edgewood, MD	VAL-Edgewood LP	Y	223	218	6/1/2019 (est.)	10/1/19 (est.)	N
51	Waters Tower/Baltimore, MD	New Waters Towers	Y	203	203	5/1/2002	8/8/2003	N
52	Wilson Pines Apts/Suffolk, VA	Wilson Pines-Suffolk LP	Y	104	103	12/13/2013	6/8/2015	N
53	Windsor Apts/Wilmington, DE	New Windsor Apartments	Y	169	169	1/31/2001	5/2/2002	N
54	Wollaston Manor/Quincy, MA	Wollaston Quincy LP	Y	164	161	7/31/2001	2/4/2002	N
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GRAND TOTAL: 9,216 8,572

LIHTC as % of 93% Total Unit

**Tab D - List of LIHTC Developments (Schedule A) –**  
Matthew E. Kesselhaut



# List of LIHTC Developments (Schedule A)



Development Name: Henrico Arms

Name of Applicant: Richmond-Henrico Arms Limited Partnership

Controlling General Partner or Managing Member: Matthew E. Kesselhaut

**INSTRUCTIONS:**

- 1 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.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Principal's Name: Matthew E. Kesselhaut Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Adams Templeton/Dorchester, MA	AT-Dorchester LP	N	74	73	5/15/2017	9/25/2017	N
2	Browns Woods/Browns Mills, NJ	Browns Mills Apartments LLC	N	150	150	5/1/2002	12/10/2004	N
3	Carter Heights/Chelsea, MA	Chelsea-Carter LP	N	108	94	1/1/2004	12/30/2004	N
4	Charlotte Harbortown/Rochester, NY	Charlotte Harbortown Homes Assoc LP	N	553	545	6/20/2005	3/28/2011	N
5	Edgewater/Springfield, MA	Pynchon II Apartments LP	N	363	303	1/1/2006	8/3/2007	N
6	Hanover Gardens	Hanover Gardens Apts. LP	N	104	90	8/31/2005	1/18/2006	N
7	Jaycee Place/Lowell, MA	Jaycee-Lowell LP	N	136	130	10/1/1999	9/5/2000	N
8	Lebanon Apts/Lebanon, PA	Lebanon Village LP	N	200	198	12/28/2012	2/24/2014	N
9	Ledgewood Village/Asheville, NC	Oak Knoll-Asheville LP	N	180	180	7/1/2001	10/10/2002	N
10	Ledgewood Village/Asheville, NC	Ledgewood-Asheville LP	N	180	180	7/1/2019 (est.)	10/1/2019 (est.)	N
11	Leisure Towers/Lynn, MA	Leisure-Lynn LP	N	180	180	1/1/2000	10/24/2000	N
12	Louis Barrett/Lynn, MA	Louis Barrett Residences LP	N	145	145	11/19/2015	4/27/2017	N
13	Mt Pleasant Apts/Roxbury, MA	Roxbury Mount Pleasant LP	N	98	98	7/1/2002	4/11/2005	N
14	Newberry Estates/WilliamSPORT, PA	Newberry-WilliamSPORT LP	N	200	162	2/14/2013	12/11/2014	N
15	New Brunswick, N. Brunswick, NJ	New Brunswick Apartments ILC	N	206	196	2/13/02-10/1/0	10/20/2005	N
16	North Jefferson Square/Newport News, VA	Jefferson Newport-News LP	N	100	100	12/16/2014	5/1/2015	N
17	Oakview Apts/Millville, NJ	Oakview Apartments LLC	N	210	210	5/1/2005	5/12/2006	N
18	Olympic Village/Chicago Heights, IL	Olympic-Chicago Heights LP	N	320	304	1/1/2004	8/5/2005	N
19	Orchard Mews/Baltimore, MD	Orchard Mews-Baltimore LP	N	101	101	2/3/2003	6/26/2006	N
20	Pequot Highlands/Salem, MA	Pequot-Salem LP	N	250	250	11/15/18 (est.)	3/1/19 (est.)	N
21	Power Town/Turner Falls, MA	Power Turner Falls LP	N	81	81	5/27/2015	4/3/2016	N
22	Pynchon/Springfield, MA	Pynchon I Apartments LP	N	250	236	5/31/2005	8/8/2007	N
23	Sebastian Villa/Neptune City, NJ	Sebastian Neptune Urban Renewal	N	171	170	3/17/2016	11/9/2017	N
24	Village at Lakeview/Edgewood, MD	VAL-Edgewood LP	N	223	218	6/1/2019 (est.)	10/1/19 (est.)	N
25	Wilson Pines Apts/Suffolk, VA	Wilson Pines-Suffolk LP	N	104	103	12/13/2013	6/8/2015	N
26	Wollaston Manor/Quincy, MA	Wollaston Quincy LP	N	164	161	7/31/2001	2/4/2002	N
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\* 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.

1st PAGE  
TOTAL: 4,851 4,658

LIHTC as % of  
96% Total Units

**Tab D - List of LIHTC Developments (Schedule A) –**  
Scott T. Coggins



# List of LIHTC Developments (Schedule A)



Development Name: Henrico Arms  
 Name of Applicant: Richmond-Henrico Arms Limited Partnership  
 Controlling General Partner or Managing Member: Scott T. Coggins

**INSTRUCTIONS:**

- 1 **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.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Principal's Name: Scott T. Coggins      Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* N      Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Ledgewood Village/Asheville, NC	Ledgewood-Asheville LP	N	180	180	6/26/2018	10/1/2019 (est.)	N
2	Village at Lakeview/Edgewood, MD	VAL-Edgewood LP	N	223	218	5/17/2018	10/1/19 (est.)	N
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\* 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.

1st PAGE TOTAL:      403      398

LIHTC as % of Total Units      99%

E

Site Control  
Documentation & Most  
Recent Real Estate Tax  
Assessment  
(MANDATORY)

**Tab E - Site Control Documentation & Most Recent Real Estate Tax  
Assessment –**

Site Control Documentation

## **AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE**

AGREEMENT made and entered into as of this 12 day of September, 2018 (the "Agreement") by and between HENRICO-RICHMOND LIMITED PARTNERSHIP, a Virginia limited partnership with an address of 33 Silver Street, Suite 200, Portland, Maine 04101 (the "Seller"), and RICHMOND-HENRICO ARMS LIMITED PARTNERSHIP, a Virginia limited partnership, with a place of business at 33 Silver Street, Suite 200, Portland, Maine 04101 (the "Buyer").

1. **PURCHASE AND SALE.** Seller agrees to sell to Buyer, and Buyer agrees to buy, on the terms and conditions hereinafter set forth, the land and buildings located in Richmond, Virginia, consisting of a 232-unit federally subsidized housing project known as the Henrico Arms Apartments as more particularly described on Exhibit A attached hereto (the "Premises"), included together with the premises is the following personal property (the "Personal Property"):

- (a) All of Seller's interest in furniture, fixtures and equipment used in connection with the Premises, included all supplies, tools, spare parts and materials, trade name, telephone numbers, stationary, invoices, rental receipt records, advertising contracts and listing, lists of former and prospective tenants and other property, tangible and intangible, owned by Seller or as to which Seller has any interest with respect to the Premises.
- (b) All tenant security deposits with interest thereon, if any;
- (c) INTENTIONALLY DELETED
- (d) All of Seller's future rights in the HAP Contract as hereinafter defined;
- (e) All books and records related to the operation of the Premises; and
- (f) All agreements pertaining to the operation of the Premises, including vending and maintenance contracts, but only to the extent that the Buyer agrees to assume them.

2. **PURCHASE PRICE.** Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of Twenty Million and 00/100 (\$20,000,000.00) Dollars (the "Purchase Price") as of the day of the closing, payable by Buyer in accordance with the following:

- (a) A deposit in the amount of Twenty Five Thousand (\$25,000.00) Dollars payable upon the execution of this Agreement (the "Deposit"). The Deposit shall be wired to and held by an escrow agent selected by the Seller, in a non-interest bearing account.

- (b) Buyer shall have forty-five (45) days from the date of this Agreement to inspect the Premises and all property documents (the "Contingency Period"). In the event the closing occurs, all deposits shall be applied to the Purchase Price. Upon the expiration of the Contingency Period or the 30-day additional period for environmental testing under Section 14 (if applicable), all deposits hereunder shall become non-refundable unless Buyer has terminated the Agreement.
- (c) The remaining balance shall be paid in cash or by federal wire transfer, certified check or bank transfer.

3. USE OF PURCHASE MONEY. To enable Seller to make the conveyance as herein provided, at the time of delivery of the deed, Seller may use the purchase money or any portion thereof to clear the title of any or all encumbrances or interest, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or reasonable arrangements are made for the recording of such instruments after the closing.

4. TITLE. Seller shall convey the Premises at the closing in fee simple with good and marketable title free and clear of all liens and encumbrances except for:

- (a) The Housing Assistance Payment Contract (the "HAP Contract") attached as Exhibit B;
- (b) Tenant leases, provided such leases comply with the requirements of the HAP Contract;
- (c) Such other utility and similar liens and encumbrances of record attached hereto as shall not, singly or in the aggregate, render title to the Premises unmarketable or substantially impair or restrict the use and occupancy of the Premises as a housing project in substantially the manner used by the Seller;
- (d) Provisions of existing building and zoning laws;
- (e) Such taxes as are not due and payable on the date of delivery of the deed;
- (f) Any liens for municipal betterments assessed after the date of this Agreement and municipal betterments assessed prior to the date of this Agreement to the extent the same are not yet due and payable on the date of the delivery of the deed; and
- (g) Any and all easements, agreements and restrictions of record which do not materially and adversely affect the use of the Premises as presently improved.

(h) INTENTIONALLY DELETED.

Seller's title to the Premises as of the date of this Agreement shall be deemed to meet the requirements of Section 4 for all purposes unless Buyer delivers written notice of a claimed defect in title to Seller prior to the expiration of the Contingency Period. Such notice shall specify in detail any defects claimed in Seller's title existing as for the date of this Agreement. Buyer shall have rights with respect to defects in Seller's title only with respect to (1) defects in title existing as of the date of this Agreement which have been claimed in such notice, and (2) defects in title arising after the date of this Agreement. Buyer shall be deemed to have waived and shall accept title to the Premises subject to any defects in title existing as of the date of this Agreement which have not been claimed in such notice.

Notwithstanding the provisions of Section 2(b), in the event that Seller, having used reasonable efforts to cure any defect claimed in a notice given pursuant to the immediately preceding paragraph, is unable to cure such defect within thirty (30) days after Seller receives such notice, the Buyer may, at its option, terminate the Agreement within five (5) days by delivering written notice to Seller and receive back its Deposit, and Buyer and Seller shall be under no further obligation to one another hereunder, except those obligations and liabilities which specifically survive closing or termination of this Agreement. If Buyer fails to notify Seller in writing within five (5) days, or if Buyer elects to close the transaction contemplated by this Agreement notwithstanding said defects in title, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 4.

Seller shall not be obligated to spend more than \$10,000, including attorney's fees, in connection with curing any title defect, whether they be defects claimed in a notice given pursuant to this Section 4 or defects arising after the date of this Agreement.

5. THE CLOSING. Provided all conditions precedent set forth in Section 12 have either been satisfied or waived in writing by Buyer and Seller, and further provided that the parties' representations, warranties and agreement set forth in Section 13 are true, accurate and complete in all material respects as of the closing date or have been waived by the other party, the closing shall take place at the offices of the Buyer's attorney in Washington, D.C. at a date no later than three hundred sixty-five (365) days from the date of this Agreement (the "Closing Date"), or on an earlier date specified by Buyer, provided that Buyer gives Seller at least seven (7) days prior notice of its desire to close this transaction on such earlier date.

At the closing, Seller shall exercise and deliver to Buyer, upon payment of the Purchase Price:

- (a) A deed in the customary and proper form for recording, duly executed and acknowledged so as to convey to Buyer good and clear fee simple title to the Premises, in compliance with Section 4 hereof, but subject to:

- (i) such real estate taxes (and payments in lieu of taxes), if any, for the then current tax period as have not become due and payable on the Closing Date, Buyer assuming any such unpaid amounts;
  - (ii) the title matters permitted by this Agreement; and
  - (iii) leases and tenancies.
- (b) A bill of sale to the Personal Property to which shall be attached an inventory of the Personal Property including, without limitation, furnishings, fixtures, equipment, machinery and supplies;
  - (c) Appropriate assignments of the HAP Contract and other contracts assumed by Buyer under Section 1(f) in form satisfactory to Buyer's counsel;
  - (d) All original leases, if available; and
  - (e) A rent roll certified by Seller to be complete and accurate in all material respects as of the Closing Date.

6. **TITLE INSURANCE.** Seller agrees to execute and deliver to Buyer at the closing, a Certificate of Non-Foreign Status (as required by Internal Revenue Service regulations) and a title insurance "Seller's Affidavit" regarding mechanic's liens.

7. **RISK OF LOSS, DAMAGE AND INSURANCE.** All risk of loss to the Premises prior to the closing shall be borne by Seller. Seller shall keep the Premises fully insured against fire and other extended coverage risks until the closing. In the event that, prior to the closing, the improvements which are part of the Premises are destroyed or, in the opinion of buyer, substantially damaged, Buyer may either (i) terminate this Agreement and receive back the Deposit, or (ii) accept the insurance proceeds payable by reason of such damage or destruction, if agreed to by Seller's lender, and close this transaction notwithstanding the same.

8. **INSPECTION.** Buyer and its agents and representatives, with prior written notice to Seller, may enter into any part of the Premises at all reasonable times prior to the closing, so long as they do not unreasonably disturb any tenants in order to conduct a market analysis, an appraisal, a capital needs assessment, and structural and engineering inspections. Subject to the remaining provisions of this Section 8, Buyer has the right to terminate this Agreement by notifying Seller in writing prior to the expiration of the Contingency Period that Buyer is not satisfied with the results of such inspections or reports. If Buyer properly terminates this Agreement in accordance with this Section 8, Buyer shall receive back its Deposit and Buyer and Seller shall be under no further obligation to one another hereunder, except those obligations and liabilities which specifically survive the termination of this Agreement. If Buyer fails to notify Seller in writing of its election to terminate this Agreement prior to the expiration of the Contingency Period, Buyer shall be deemed to have waived its right to terminate this Agreement

pursuant to this Section.

Nothing in this Agreement shall obligate Seller to undertake any repair work or provide any credit against the Purchase Price. Finally, under no circumstances shall Buyer have the right to terminate this Agreement, nor shall Seller have any obligation to perform repairs or agree to a purchase price reduction, if the aggregate amount required to repair such unsatisfactory condition(s) is less than \$200,000.00. It is understood that the Buyer intends to substantially renovate the Premises, and as such, the Seller does not intend to make capital improvements to the Premises prior to Closing other than immediate and necessary repairs.

Buyer agrees to indemnify and hold Seller harmless from any and all loss, cost, damage or expense (including, without limitation, attorneys' fees) associated or related in any way to Buyer's (or Buyer's agents, employees or contractors) presence on the Premises, whether pursuant to this Section 8, Section 14 below, or otherwise. In addition, Buyer agrees to restore the Premises to its current condition after any testing pursuant to this Section 8 or Section 14. These agreements and obligations shall survive the closing or the termination of this Agreement.

9. **BOOKS AND RECORDS.** To the extent in Seller's possession, Seller will provide Buyer within five (5) days of the date of this Agreement with copies of all documentation for the project requested by Buyer, including all HAP contracts, regulatory agreements, management contracts, notes, and mortgages as well as Profit and Loss Statements for 2016 and 2017, and other information reasonably deemed necessary by Buyer. In addition, and to the extent in Seller's possession, Seller will provide the following: documents related to the design, development and construction of the Premises, certificates of occupancy and other operating license, any inspection certificates required by law for transfers, HUD annual inspections for the last three (3) years, and any contracts affecting the Premises not cancelable within thirty (30) days. Buyer shall review said information and, if unsatisfactory in Buyer's sole discretion, Buyer shall have the right to terminate this transaction by delivering written notice to Seller prior to the expiration of the Contingency Period. If Buyer properly terminates this Agreement in accordance with this Section 9, Buyer shall receive back its Deposit and Buyer and Seller shall be under no further obligation to one another hereunder, except those obligations and liabilities which specifically survive the termination of this Agreement. If Buyer fails to notify Seller of its election to terminate the Agreement prior to the expiration of the Contingency Period, the parties agree that Buyer will be deemed to have waived its right to terminate under this Section 9.

10. **POSSESSION OF PREMISES.** The Premises shall be delivered to the Buyer at the time of the closing free and clear of all tenancies and occupancies by a person or entity, excepting those tenancies and occupancies set forth in a schedule to be provided by Seller to Buyer, within seven (7) days of the execution of this Agreement, and those new tenants permitted pursuant to the provision to this Section 10. Such schedule shall state:

- (a) The name of all tenants and a description and designation of the unit or units which said tenants occupy and all supporting data on which the Seller relies in determining the tenants' eligibility for rent subsidies under the HAP



Contract;

- (b) The amount of rent paid by each tenant; and
- (c) An accounting of all security deposits paid by tenants, plus any interest accrued thereon to which the tenants are entitled.

Buyer shall have the right to terminate this agreement and receive the return of its Deposit during the Contingency Period if the Buyer, in its sole discretion, determines that less than ninety (90%) percent of the tenants are tax credit qualified residents and delivers written notice to Seller of Buyer's election to terminate this Agreement under this Section 10 prior to the expiration of the Contingency Period. If Buyer properly terminates this Agreement in accordance with this Section 10, Buyer shall receive back its Deposit and Buyer and Seller shall be under no further obligation to one another hereunder, except those obligations and liabilities which specifically survive the termination of this Agreement. If Buyer fails to notify Seller in writing of its election to terminate this Agreement prior to the expiration of the Contingency Period, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section.

Seller shall provide all tenants with written notice of the transfer of the Premises and security deposits to Buyer within five (5) days after closing. In the event that any residential tenancy terminates between the date hereof and the closing date, Seller shall have the right to re-let the Premises upon its usual terms and conditions, without Buyer's approval, unless the new rent is less than the existing rent, in which case the new tenancies shall be subject to Buyer's approval, which shall not be unreasonable withheld or delayed.

11. **DEFAULT AND REMEDIES.** In the event that Seller defaults under this Agreement, Seller shall return the Deposit to Buyer, but Buyer's acceptance thereof shall not constitute a waiver of any legal or equitable remedy available to Buyer. The legal remedies available to Buyer shall not include any equitable claims against the Seller or the Premises, including without limitation the remedy of specific performance or the assertion of any liens or notice of lis pendens. In the event that Buyer defaults under this Agreement, Seller shall retain the Deposit as liquidated damages in lieu of any legal or equitable remedy, and this Agreement will terminate and neither party will be under any further obligation hereunder, except those obligations and liabilities which specifically survive closing or termination of this Agreement. In the event that the Closing fails to occur because of a condition set forth in Section 12, this Agreement shall be terminated, the Deposit returned to Buyer and Buyer and Seller shall be under no further obligation to one another hereunder, except those obligations and liabilities which specifically survive the termination of this Agreement.

12. **CONDITIONS PRECEDENT TO OBLIGATION TO CLOSE.** The obligation of each party to close is subject to the satisfaction at or before the closing of all of the following conditions:

- (a) All representations and warranties of such party contained in this

Agreement shall be true as of the closing.

- (b) Subject to Section 7, the Premises are in the same or better condition at the time of closing as they are in as of the date of this Agreement, normal wear and tear excepted, as further described in Section 8 above.
- (c) Receipt of any and all approvals from all applicable government agencies and authorities required in connection with the transaction contemplated in this Agreement, including, but not limited to, HUD approval of the assignment of the HAP Contract.

In the event that any of the foregoing conditions are not satisfied prior to or at the closing, either party shall have the option of terminating this Agreement by delivering written notice to the other party hereto. In such an event, this Agreement shall be terminated, the Deposit returned to Buyer, and Buyer and Seller shall be under no further obligation to one another hereunder, except those obligations and liabilities which specifically survive the termination of this Agreement.

### 13. REPRESENTATIONS AND AGREEMENTS.

Seller warrants and represents:

- (a) That the leases provided to the Buyer hereto represent the only leases affecting the Premises;
- (b) That the Premises shall be operated in the same manner as heretofore by the Seller, and that all payments to third parties, including, without limitation, payments to the holder of any Mortgage shall be made in the ordinary course of business;
- (c) The Seller has not received a notice of default under the HAP Contract, or any other agreement pertaining to the Premises;
- (d) That to the best of Seller's knowledge, there are no actions, proceedings or governmental investigations pending or threatened which affect the Premises or the Personal Property or which materially adversely affect the ability of the Seller to carry out its obligations hereunder.

The Buyer hereby represents and warrants:

- (a) The Buyer is, and as of the closing date will be, duly organized, validly existing and in good standing under the laws of the State of Maryland, with full authority to complete this transaction;

- (b) The Buyer hereby acknowledges and agrees that, except for the representations and warranties of the Seller expressly set forth in this Agreement, the Buyer has not relied upon or been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by the Seller or any employee or representative of the Seller.
- (c) Buyer has the authority and has obtained all required organizational approvals to enter into this Agreement and has or shall have the authority and shall obtain all required organizational approvals required to consummate the transaction contemplated by this Agreement prior to the expiration of the Contingency Period.
- (d) Buyer and Buyer's principals and affiliates (as such terms are defined for purposes of HUD Form 2530) have not been rejected by HUD as participants in any Transfer of Physical Assets, contract assignment, or other transaction subject to HUD 2530 Previous Participation Review and Clearance Procedures, nor can Buyer or Buyer's principals and affiliates reasonably be expected to be rejected by HUD as participants in the transaction contemplated by this Agreement.

All of the foregoing warranties and representations shall terminate as of the closing.

14. HAZARDOUS MATERIALS. Buyer shall have the opportunity to obtain a satisfactory so-called "Phase I" hazardous waste site assessment report, at Buyer's sole cost and expense, during the Contingency Period.

Buyer has the right to terminate this Agreement by notifying the Seller in writing prior to the expiration of the Contingency Period if such Phase I report is unsatisfactory in Buyer's reasonable judgment. If Buyer fails to notify Seller in writing prior to the expiration of the Contingency Period of its election to terminate this Agreement or to require additional testing, as discussed below, Buyer will be deemed to have waived its right to terminate under this provision.

If, as a result of Buyer's Phase I report, the Buyer requests, in writing, additional testing or investigation of the Premises, Buyer shall have thirty (30) days after the request solely to conduct further environmental testing. If such further environmental testing is unsatisfactory in Buyer's reasonable judgment, Buyer shall have the right to terminate this Agreement by delivering written notice to Seller and receive the return of its deposit. If Buyer fails to notify Seller in writing of its election to terminate this transaction within said thirty (30) day period, Buyer will be deemed to have waived its right to terminate under this provision and shall post the Fifty Thousand (\$50,000) Dollars deposit increase referenced in Section 2(b).

If Buyer terminates the Agreement in accordance with the provision of this Section 14, then the Deposit shall be returned to Buyer and the parties shall have no further obligations or

liabilities to the other, except those obligations and liabilities which specifically survive closing or termination of this Agreement.

#### 15. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

Buyer shall pay all costs and expenses associated with its due diligence review, its own counsel fees, any fees and other amounts charged by parties providing debt or equity financing to Buyer or by counsel to such parties, all recording fees, all title insurance premiums and costs, any survey costs, one half of deed stamp or transfer taxes due upon recordation of the deed, one half of the any escrow fees and such other closing costs as are customarily paid by a buyer in the jurisdiction where the Premises are located. Seller shall pay its own counsel fees, one half of deed stamp or transfer taxes payable upon recordation of the Deed, one half of any escrow fees and such other closing costs as are customarily paid by a seller in the jurisdiction where the Premises are located.

All prorations with respect to the following shall be made as of 11:59 p.m. of the day preceding the Closing Date. The parties agree that, to the extent final or exact prorations for anything other than real estate taxes cannot be determined because of lack of data, information, or readings accurate as of the Closing Date, the parties shall nevertheless make prorations for such items, on the basis of good faith estimates at Closing. Seller and Buyer shall within 60 days after Closing adjust any such estimated prorations made on the Closing Statement by cash payments or refunds as appropriate. Both parties shall respond promptly to requests for data, information or readings from the other and execute any additional addenda to the Closing Statement as may be reasonably necessary to reflect any adjustments:

(i) Real estate taxes on the basis of the fiscal period for which the Premises is assessed and any similar charges by governmental authorities or special taxing districts; and

(ii) Seller will endeavor to have final readings and final billings for water, sewer, electric, gas, telephone, cable and other utilities made if possible within three (3) days before the Closing Date, in which case Seller shall pay all such final bills as of the Closing Date and no proration shall be made at the Closing with respect to such final utility bills. Otherwise, charges for water, sewer, gas, electric and all other utilities, which adjustments shall be based on meter readings or invoices, as appropriate. Buyer shall be responsible for establishing accounts in Buyer's name for all utility services; and

(iii) Real estate, replacement reserve and tax and insurance escrows shall remain the property of the Seller; and

(iv) All rents collected by Seller from tenants up to the Closing Date shall be applied by Seller to the tenant's oldest delinquency first, and tenant rents applicable to any month prior to the month in which Closing takes place shall belong to Seller alone. Rents collected from tenants prior to Closing and applicable to the current month; and

(v) Notwithstanding any contrary provision herein contained, Seller shall receive an additional payment or credit at Closing from Buyer, in an amount equal to the aggregate of all voucher or other rent subsidy payments accrued through and as of the Closing Date that have not been collected by Seller as of the Closing, provided such rent subsidy payments are not more than ninety (90) days overdue (collectively, the "Uncollected Rent Subsidy").

(vi) All other income from miscellaneous sources including but not limited to laundry commissions, tenant charges, special claims, court costs, and multi-media access commissions collected during the month in which the Closing takes place; and

(vii) Seller and Buyer hereby acknowledge that the existing management agent, Housing Management Resources, Inc. ("Management Agent") shall continue to manage the Premises for the period leading up to and after the Closing. All expenses associated with the management and upkeep of the Premises during the month in which the Closing takes place; and

(viii) Buyer will be replaced in the seller's insurance policies for the remainder of the master policy's term and Buyer will reimburse the seller for the portion of the prepaid insurance remaining to the end of term.

The provisions of this Section 15 shall survive the closing or the termination of this Agreement.

16. **BROKER.** Seller and Buyer each warrant to the other that there is no broker or other party entitled to a commission or fee in connection with the purchase and sale of the Premises. The Seller and Buyer shall each indemnify the other from and against the claims of any broker. The provision hereof shall survive shall survive the closing or the termination of this Agreement.

17. **LIMITED PARTNER CONSENT.** The obligation of Seller to close is subject to the receipt of investor consent to the transaction in form and substance satisfactory to the general partner of Seller. In the event that Seller does not receive consent from its limited partners within ninety (90) days from the date of this Agreement, the Seller shall notify the Buyer in writing and this Agreement shall be terminated without recourse, except those obligations and liabilities which specifically survive closing or termination of this Agreement, and the Deposit returned to Buyer unless otherwise extended by agreement of the parties.

18. **SUBSEQUENT EVENTS.** From and after the date hereof, Seller shall give prompt written notice to Buyer of any notice received by Seller or the occurrences of any event which would or with the passage of time, prevent the Seller from performing its obligations hereunder or which would constitute a breach of warranty or representation. Seller shall promptly use its best efforts to correct, cure or eliminate any of the same, subject to the limitation that it shall not be obligated to spend more than \$10,000.00, including attorney's fees, in such efforts.

19. ASSIGNMENT. Buyer shall be permitted to assign its rights under this Agreement to an entity where Roger J. Gendron and Christopher Poulin remain in control. Notwithstanding, an assignment shall not relieve the undersigned Buyer from any indemnifications, commitments or obligations made in this Agreement.

20. ACCEPTANCE OF DEED. The acceptance of a deed of Buyer shall be deemed to be a full performance and discharge of every agreement, obligation, warranty or representation herein contained or expressed to be performed by Seller or Buyer except such agreement, obligations, warranties or representations, if any, as are to survive the closing in accordance with the express terms of this Agreement.

21. GENERAL PROVISIONS. This instrument may be executed in multiple originals and is to be constructed under the laws of Maryland. The use of the masculine gender shall include feminine and neuter where appropriate. Time is of the essence in this Agreement. This Agreement is binding upon and insures to the benefit of the parties hereto or their legal representatives. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the date of mailing or delivery to the overnight mail services. If mailed, all notices are to be sent by first class mail, postage prepaid, certified return receipt requested, reputable overnight services, address as follows:

TO SELLER:   Henrico-Richmond Limited Partnership  
  c/o Silver Street Development Corporation  
  33 Silver Street  
  Suite 200  
  Portland, Maine 04101

TO BUYER:   Richmond-Henrico Arms Limited  
  Partnership  
  c/o Silver Street Development Corporation  
  33 Silver Street  
  Suite 200  
  Portland, Maine 04101

WITH A COPY TO:                                       Patrice J. Harris, Esq.  
  Nixon Peabody LLP  
  799 9th Street, NW, Suite 500  
  Washington, D.C. 20001

Either party may change his address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof.

It is an express condition upon which this Agreement is executed that neither the Seller, the Buyer nor any partners, general or limited, shall ever be personally or individually liable hereunder and that the Seller shall look solely and exclusively for satisfaction to the Deposit in the event of any default by the Buyer hereunder.

22. BUYER'S FINANCING. Buyer shall have the opportunity to apply for any financing in connection with its purchase of the Premises pursuant to this Agreement during the Contingency Period, and Seller shall reasonably cooperate with Buyer to enable Buyer to obtain such financing on terms acceptable to Buyer. In the event that Buyer fails to obtain a commitment for financing on terms acceptable to Buyer prior to expiration of the Contingency Period, Buyer may elect to terminate this Agreement by delivering written notice to Seller prior to the expiration of the Contingency Period and, upon Seller's receipt of such notice, this Agreement shall terminate without recourse, except those obligations and liabilities which specifically survive the closing or termination of this Agreement, and the Deposit shall be returned to Buyer. If Buyer fails to notify Seller in writing of its election to terminate this Agreement in accordance with this Section 22 prior to the expiration of the Contingency Period, or if Buyer elects to close the transaction contemplated by this Agreement notwithstanding its lack of a commitment for financing upon the expiration of the Contingency Period, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 22.

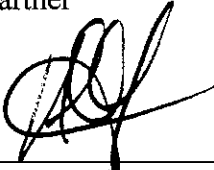
23. INTENTIONALLY DELETED

24. HUD'S CONSENT. This Agreement is expressly conditioned upon preliminary approval by HUD of the transaction as set forth in Form HUD 92266, Application for Transfer of Physical Assets, and supporting documents submitted to HUD. No transfer of any interest in the project under this sale agreement shall be effective prior to such HUD approval. Buyer will not take possession of the project nor assume benefits of project ownership prior to such approval by HUD. The Buyer, his heirs, executors, administrators or assigns, shall have no right upon any breach by Seller hereunder to seek damages, directly or indirectly, from the FHA Project which is the subject of this transaction, including from any assets, rents, issues or profits thereof, and Buyer shall have no right to effect a lien upon this project or the assets, rents, issues, or profits thereof.

Executed by the parties on the day mentioned above.

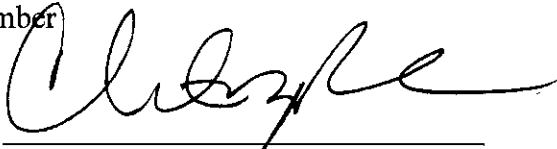
SELLER:


Henrico-Richmond Limited Partnership  
By: Henrico Richmond Management, LLC, its  
general partner

By:   
\_\_\_\_\_  
Roger J. Gendron, Manager

BUYER:

Richmond-Henrico Arms Limited Partnership  
By: Henrico Arms-Richmond GP, LLC, its General  
Partner  
By: Silver Street Partners IX, LLC, is Managing  
Member

By:   
\_\_\_\_\_  
Christopher R. Poulin, Manager

By:   
\_\_\_\_\_  
Matthew E. Kesselhaut, Manager



**EXHIBITS**

EXHIBIT A

Legal Description

EXHIBIT B

HAP Contract

**EXHIBIT A**

Legal Description

BK 3589PG 1602

EXHIBIT A

ALL that certain lot, piece or parcel of land with all improvements thereon and appurtenances thereunto belonging, situated, lying and being in Henrico County in the State of Virginia and being more particularly described as follows:

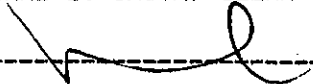
BEGINNING at a point, marked by a steel rod, the Northwest corner of the property being described; Said point of beginning being in the intersection of the South right of way line of Darbytown Road and the East line of a 10 foot alley as delineated on the plat of "Powhatan Annex".

FROM the point of beginning thus established running South 45°32'19" East, along the South right of way line of Darbytown Road, for 599.28 feet to a point marked by a stake; thence South 07°22'22" West 1711.18 feet to a pipe; thence North 83°20'41" West, along the North line of Lot 1 of "Powhatan Place" for 305.81 feet to a point in the East line of Balfour Street; thence North 83°20'41" West for 159.87 feet to a point marked by a steel rod; thence North 07°03'04" East along the East line of the public right of way, for 307.35 feet to a point marked by a steel rod, said last mentioned point being the intersection of the North line of Haig Street and the East line of the aforementioned 10 foot alley; thence North 07°01'38" East, along the East line of the said 10 foot alley and coincident with the corporation line of the City of Richmond for 1771.10 feet to the point of beginning; all as shown on that certain Plat entitled "Plat of Survey - 20.489 Acres on South Side of Darbytown Road adjacent to City of Richmond Corporation Line", dated September 23, 1971 and prepared by William J. Schmidh & Associates, which is attached to and recorded with deed in Deed Book 1537 at page 238.

LESS AND EXCEPT 0.914 acre dedicated to Henrico County for Edgelawn Street and a 15' strip for the widening of Darbytown Road as shown on plat recorded in Plat Book 57, at page 43.

BEING a portion of the same real estate conveyed to Henrico Limited Partnership, a Virginia limited partnership, by Deed from Charles A. Smith, Sr., widowed, Mary Smith, single, Catherine Jeanette Smith, single, Charles A. Smith, Jr. and Susan S. Smith, husband and wife, and W. Gordon Douglas and Joyce H. Douglas, husband and wife, dated December 28, 1972, recorded December 28, 1972 in the Clerk's Office, Circuit Court, Henrico County, Virginia in Deed Book 1537, page 238.

INSTRUMENT #095547  
RECORDED IN THE CLERK'S OFFICE OF  
HENRICO COUNTY VA  
DECEMBER 12, 2003 AT 09:27AM  
\$4,200.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$2,400.00 LOCAL: \$2,400.00  
YVONNE G. SMITH, CLERK

BY:  (DC)

**EXHIBIT B**

HAP Contract

**U.S. Department of Housing and Urban Development  
Office of Housing**

**Project-based Section 8  
HOUSING ASSISTANCE PAYMENTS  
BASIC RENEWAL CONTRACT  
MULTI-YEAR TERM**

**HENRICO ARMS APARTMENTS**

**PREPARATION OF CONTRACT**

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Basic Renewal Contract. The instructions are not part of the Renewal Contract

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U.S. Department of Housing and Urban Development  
Office of Housing

Project-based Section 8

## HOUSING ASSISTANCE PAYMENTS

### BASIC RENEWAL CONTRACT<sup>1</sup>

### MULTI-YEAR TERM

#### 1 CONTRACT INFORMATION<sup>2</sup>

##### PROJECT

Section 8 Project Number: VA36M000043

Section 8 Project Number of Expiring Contract: SAME

FHA Project Number (if applicable): N/A

Project Name: HENRICO ARMS APARTMENTS

##### Project Description:<sup>3</sup>

Henrico Arms Apartments consists of 232 total Walk-up/Gardens Units. There are 230 Section 8 contracted units (72-1BR, 116-2BR and 42-3BR units) and 2 Non-Section 8 Units (2-3BR units). Property is located at 1664 Henrico Arms Place in Richmond, VA 23231-3807. Project is in Henrico County, VA.



**TYPE OF RENEWAL**

- Check this box for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal).
- Check this box for a project renewed at exception rents under Section 524(b)(1) of MAHRA.

**PARTIES TO RENEWAL CONTRACT**

**Name of Contract Administrator<sup>4</sup>**

JEFFERSON COUNTY ASSISTED HOUSING CORPORATION

**Address of Contract Administrator**

500 OFFICE PARK DRIVE SUITE 300  
BIRMINGHAM, AL 35223

**Name of Owner<sup>5</sup>**

HENRICO-RICHMOND, LP

**Address of Owner**

c/o Silver Street Development Corp.  
33 Silver Street, Suite 300  
Portland, Maine 04101-4132

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## 2 TERM AND FUNDING OF RENEWAL CONTRACT

- a The Renewal Contract begins on March 01, 2012<sup>6</sup> and shall run for a period of 20 (Twenty)<sup>7</sup> years.
- b Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ 1,890,243,<sup>8</sup> an amount sufficient to provide housing assistance payments for approximately 12<sup>9</sup> months of the first annual increment of the Renewal Contract term.
- c HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

## 3 DEFINITIONS

**ACC.** Annual contributions contract.

**Anniversary.** The annual recurrence of the date of the first day of the term of the Renewal Contract.

**Contract rent.** The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

**Contract units.** The units in the Project which are identified in Exhibit A by size and applicable contract rents.

**Fifth year anniversary.** The Renewal Contract annual anniversary that falls at expiration of each 5-year period of the Renewal Contract term.

**Fifth year comparability adjustment.** An adjustment of contract rents by the contract administrator at the Fifth Year Anniversary. The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

**HAP contract.** A housing assistance payments contract between the Contract Administrator and the Owner.

**HUD.** The United States Department of Housing and Urban Development.

**HUD requirements.** HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract.

**MAHRA.** The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384), as amended.

**Mid-term comparability adjustment.** An adjustment of contract rents by the contract administrator within each 5-year period of the Renewal Contract term (in addition to the comparability analysis and adjustment at the Fifth Year Anniversary). The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

**OCAF.** An operating cost adjustment factor established by HUD.

**PHA.** Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937. 42 U.S.C. 1437 et seq.).

**Project.** The housing described in section 1 of the Renewal Contract.

**Renewal Contract.** This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

#### 4 RENEWAL CONTRACT

##### a Parties

- (1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 9

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(HUD requirements), section 10 (statutory changes during term) and section 11 (PHA default), of the Renewal Contract.

**b Statutory authority**

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 524 of MAHRA.

**c Expiring Contract**

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire prior to the beginning of the term of the Renewal Contract.

**d Purpose of Renewal Contract**

(1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.

(2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the Owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

**e Contract units**

The Renewal Contract applies to the Contract units.

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## 5 EXPIRING CONTRACT – PROVISIONS RENEWED

- a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).
- b All provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:
  - (1) Identification of contract units by size and applicable contract rents;
  - (2) The amount of the monthly contract rents;
  - (3) Contract rent adjustments; and
  - (4) Project account (sometimes called “HAP reserve” or “project reserve”) as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.
- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

## 6 CONTRACT RENT

### a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A of the Renewal Contract.

### b Contract rent adjustments

#### (1) OCAF or Budget-Based Rent Adjustments

- (a) Except as provided in section 6b(2) below (concerning comparability adjustments at each Fifth

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Year Anniversary and discretionary comparability adjustments within each five-year term), during the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by either of the following methods (as determined by the Contract Administrator in accordance with HUD requirements):

- (i) Using an OCAF; or
  - (ii) At the request of the owner, based on the budget for the Project, as approved by the Contract Administrator in accordance with HUD requirements.
- (b) Adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for adjustment of rent at each Fifth Year Anniversary (as determined in accordance with section 6b(2)(b) below).

**(2) Comparability adjustments**

- (a) **Applicability.** This section 6b(2) is applicable only if the contract has been renewed pursuant to Section 524(a) of MAHRA. This section 6b(2) does not apply to a project renewed at exception rents under Section 524(b)(1) of MAHRA (See section 1 of the Renewal Contract).
- (b) **Fifth year adjustment (comparability adjustment at expiration of each 5-year period, *if applicable*).**
  - (i) This section 6b(2)(b) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).
  - (ii) At the expiration of each 5-year period of the Renewal Contract term ("Fifth Year Anniversary"), the Contract Administrator shall conduct a comparability analysis of existing contract rents. At such Fifth Year Anniversary of the Renewal Contract, the Contract

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Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable market rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

- (iii) To assist in the redetermination of contract rents at each Fifth Year Anniversary, the Contract Administrator may require that the Owner submit to the Contract Administrator a rent comparability study prepared (at the Owner's expense) in accordance with HUD requirements.

**(c) Mid-term adjustment (discretionary comparability adjustment within 5-year term)**

In addition to the comparability analysis and adjustment of contract rents at the Fifth Year Anniversary, HUD may, at HUD's discretion, require or permit the Contract Administrator to conduct a comparability analysis and adjustment of contract rents ("mid-term adjustment"), one more time within each 5-year period of the Renewal Contract term

**(d) Adjusting contract rent**

At the time of a fifth year or mid-term comparability adjustment, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

**(3) Procedure for rent adjustments during renewal term**

- (a) To adjust contract rents during the term of the Renewal Contract (including an OCAF or budget-

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based adjustment in accordance with section 6b(1), or a fifth year or midterm adjustment in accordance with section 6b(2)), the Contract Administrator shall give the Owner notice with a revised Exhibit A that specifies the adjusted contract rent amounts.

- (b) The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall specify when the adjustment of contract rent is effective.
- (c) Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

**(4) No other adjustments**

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

**7 OWNER WARRANTIES**

- a The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

**8 OWNER TERMINATION NOTICE**

- a Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
- b If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant



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rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

## **9 HUD REQUIREMENTS**

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

## **10 STATUTORY CHANGES DURING TERM**

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

## **11 PHA DEFAULT**

- a** This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b** If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

## **12 EXCLUSION OF THIRD-PARTY RIGHTS**

- a** The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with the Contract

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Administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.

- b** The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.
- c** If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

### **13 WRITTEN NOTICES**

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party's address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party's designated address.

**SIGNATURES**

**Contract administrator (HUD or PHA)**

Name of Contract Administrator

JEFFERSON COUNTY ASSISTED HOUSING CORPORATION

By: \_\_\_\_\_

Signature of authorized representative

ERIC Q. STRONG, CHIEF EXECUTIVE OFFICER

Name and official title

Date \_\_\_\_\_

**U.S. Department of Housing and Urban Development**

By: \_\_\_\_\_

Signature of authorized representative

Charles C. Famuliner, Authorized Agent, Richmond Multifamily Program Center

Name and official title

Date \_\_\_\_\_

**Owner**

Name of Owner

HENRICO RICHMOND, LP

By: \_\_\_\_\_

Signature of authorized representative

Roger J. Gendron, Manager

Name and title

Date 2-6-12

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**EXHIBIT A**
**IDENTIFICATION OF UNITS ("CONTRACT UNITS")**
**BY SIZE AND APPLICABLE CONTRACT RENTS**
**Section 8 Contract Number: VA36M000043**
**FHA Project Number (if applicable): N/A**
**Effective Date of the Rent Increase (if applicable): 3/1/2012**

<u>Number of Contract Units</u>	<u>Number of Bedrooms</u>	<u>Contract Rent</u>	<u>Utility Allowance</u>	<u>Gross Rent</u>
72	1 BR	\$774	\$0	\$774
116	2 BR	\$868	\$0	\$868
42	3 BR	\$1004	\$0	\$1004

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**NOTE:** This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

Comments:

**EXHIBIT B**  
**DISTRIBUTIONS LIMITATION**

**FOR PROJECT NOT SUBJECT TO DISTRIBUTIONS LIMITATION:**

If the project is not subject to any limitation on distributions of project funds, either pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, neither HUD nor the PHA may impose any additional limitation on distributions of project funds during the term of the Renewal Contract.

**FOR PROJECT SUBJECT TO DISTRIBUTIONS LIMITATION:**

If the project is subject to any limitation on distributions of project funds pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, such limitation on distributions shall continue to be applicable during the term of the Renewal Contract, provided that the owner may take an increased distribution in accordance with the Section 8 Renewal Policy Guidance for Renewal of Project-Based Section 8 Contracts, (the "Guidebook").

However, owners of Section 8 properties must maintain the property in good condition, as demonstrated by a REAC score of 60 or higher, in order to take increased distributions.

The owner shall comply with the distribution limitations. The maximum distribution to the owner shall be equal to the total of:

- 1 The limited distribution permitted pursuant to the FHA Regulatory agreement or the Expiring Contract, **plus**
- 2 Any increased distribution as approved by HUD in accordance with the Guidebook.

# Rent Schedule Low Rent Housing

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

OMB Approval No. 2502-0012  
(Exp. 8/31/2013)

See page 3 for instructions, Public Burden Statement and Privacy Act requirements.

<b>Henrico Arms Apartments (VA36M000043)</b>	FHA Project Number <b>N/A</b>	Date Rents Will Be Effective <b>March 1, 2012</b>
--	----------------------------------	--

## Part A -- Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type  (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances  Effective Date: (mm/dd/yyyy)	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Section 236 Projects Only)	
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)			Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
<b>Section 8 Units</b>							
1 BR	72	\$774	\$55,728		\$774		
2 BR	116	\$868	\$100,688		\$868		
3 BR	42	\$1,004	\$42,168		\$1,004		
<b>Non-Section 8 Units</b>							
3 BR	2	\$1,004	\$2,008		\$1,004		
<b>Total Units</b>							
		Monthly Contract Rent Potential (Add Col. 4)*				Monthly Market Rent Potential (Add Col. 8)*	
		Yearly Contract Rent Potential (Col. 4 Sum x 12)*				Yearly Market Rent Potential (Col. 8 Sum x 12)*	

\*These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

## Part B -- Items Included in Rent

Equipment/Furnishing In Unit (Check those included in rent.)

<input checked="" type="checkbox"/> Range	<input type="checkbox"/> Dishwasher	<input type="checkbox"/>
<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Carpet	<input type="checkbox"/>
<input checked="" type="checkbox"/> Air Conditioner	<input type="checkbox"/> Drapes	<input type="checkbox"/>
<input checked="" type="checkbox"/> Disposal	<input checked="" type="checkbox"/> Blinds	<input type="checkbox"/>

Utilities Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item): E= Electric; G=Gas; F=Fuel Oil or Coal.

<input checked="" type="checkbox"/> Heating <u>G</u>	<input checked="" type="checkbox"/> Hot Water <u>G</u>	<input type="checkbox"/> Lights, etc. <u>E</u>
<input checked="" type="checkbox"/> Cooling <u>E</u>	<input checked="" type="checkbox"/> Cooking <u>G</u>	<input type="checkbox"/>

Services/Facilities (check those included in rent)

<input checked="" type="checkbox"/> Parking	<input checked="" type="checkbox"/> Garbage Collec	<input type="checkbox"/> Nursing Care
<input type="checkbox"/> Laundry	<input checked="" type="checkbox"/> Pest Control	<input type="checkbox"/> Linen/Maid Service
<input type="checkbox"/> Swimming Pool	<input checked="" type="checkbox"/> Cold Water	<input type="checkbox"/>
<input type="checkbox"/> Tennis Courts	<input type="checkbox"/>	<input type="checkbox"/>

## Part C -- Charges in Addition to Rent (e.g., parking, cable TV, meals)

Purpose	Monthly Charge
NONE	

## Part D -- Non-Revenue Producing Space

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
Maintenance Unit	3 BR	\$1,004
Maintenance Unit	3 BR	\$1,004
Total Rent Loss Due to Non-Revenue Units		\$2,008

## Part E -- Commercial Space (retail, offices, garages, etc.)

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft. (Col. 2 divided by Col. 3)
Laundry	\$957		
Total Commercial Rent Potential			\$11,484

## Part F -- Maximum Allowable Rent Potential

Enter maximum Allowable Monthly Rent Potential From Rent Computation Worksheet (to be completed by HUD or Lender)	<b>\$198,584</b>
---	------------------

**Part G - Information on Mortgagor Entity**

Name of Entity

**Henrico-Richmond, LP**

Type of Entity

- Individual
- General Partnership
- Joint Tenancy/Tenants in Common
- Other (specify)
- Corporation
- Limited Partnership
- Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

**Roger J. Gendron, Manager, LP**

Name and Title

**Affordable Housing Consultants, Inc., Roger J. Gendron, Manager, LLC Member**

Name and Title

**Christopher R. Poulin, LLC Member**

Name and Title

**Fitch Realty Advisors Inc., Drew T. Fitch, Manager LLC Member**

Name and Title

**Henrico-Richmond, LP**

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

**Part H – Owner Certification**

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Authorized Official's Signature

Date (mm/dd/yyyy)

**Roger J. Gendron, Manager**

2-6-12

**Part I – HUD/Lender Approval**

Addendum Number

Branch Chief/Lender Official Signature

HAP Contract Number

VA36M000043

Date (mm/dd/yyyy)

Exhibit Number

Director, Housing Management Division Signature

Loan Servicer Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

**Tab E - Site Control Documentation & Most Recent Real Estate Tax  
Assessment –**

Most Recent Real Estate Tax Assessment



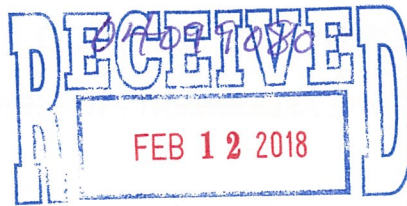
COUNTY OF HENRICO, VIRGINIA

Department of Finance  
Real Estate Assessment Division  
PO Box 90775  
Henrico, VA 23273-0755

Commonwealth of Virginia

COUNTY OF HENRICO

NOTICE OF REAL ESTATE ASSESSMENT  
THIS IS NOT A TAX BILL



Telephone: 804-501-4300  
Hours: 8:00am to 4:30 pm  
Monday through Friday  
February 5th, 2018

061768 L2THN630



HENRICO-RICHMOND LP  
C/O BELLWETHER ENTERPRISE M GRUSS  
1360 E 9TH ST STE 300  
CLEVELAND, OH 44114

L2THN630 061768 030114309042 11NNNN NNNNN NNNNN 000001 CL2HN61B 131595

**NOTICE OF REAL ESTATE ASSESSMENT**

THIS IS NOT A BILL

**Parcel ID and Legal:**  
804-711-0341  
SL DARBYTOWN RD  
AC 19.584  
17 A2 26

**VID #: 85357**

**Property Address: 1664 HENRICO ARMS PL**

In accordance with the Code of Virginia, you are hereby notified that your assessment on the above described parcel for the taxable year 2018 will be as follows. The reason for change is: General Reassessment.

	2016 Assessment	2017 Assessment	2018 Assessment
Land	\$ 1,160,000	\$ 1,160,000	\$ 1,160,000
Land Use	\$ 0	\$ 0	\$ 0
Building	\$ 8,810,400	\$ 7,641,100	\$ 7,651,500
<b>Total</b>	<b>\$ 9,970,400</b>	<b>\$ 8,801,100</b>	<b>\$ 8,811,500</b>
Tax Rate	\$ 0.870	\$ 0.870	\$ 0.870
Tax	\$ 86,742.48	\$ 76,569.57	\$ 76,660.05
Percentage Tax Change		-11.73 %	.12 %

\*The 2018 Tax rate has not been set by the Board of Supervisors. The 2017 rate is used for comparison purposes only. The tax is based on the final assessed value divided by 100 multiplied by the tax rate.

**Assessment appeals must be filed by April 1<sup>st</sup> of the current year.**

**Property owners have the right to view and make copies of records maintained by the Assessment office pursuant to 58.1-3331 and 58.1-3332 of the Code of Virginia.**

F

Architect's Certification  
and Third-Party RESNET  
Rater Certification  
(MANDATORY)

**Tab F - Architect's Certification and Third-Party RESNET Rater  
Certification –**

Architect's Certification



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## INSTRUCTIONS FOR THE COMPLETION OF APPENDIX F ARCHITECT'S CERTIFICATION

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(This form must be 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 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.

Accessibility certifications on page 6 are for tax credit point categories only and are not to be confused with minimum code requirements.



# Architect's Certification

Name of Development: Henrico Arms

Address of Development: 1664 Henrico Arms Place, Richmond, VA 23231

Name of Owner: Richmond - Henrico Arms Limited Partnership

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 that all products necessary to fulfill these representations are available for these purposes. The architect signing this document also certifies their understanding that both the excel application and the information in the architect certification must be the same and discrepancies between the excel application and architect's certification can result in penalties or even disqualification.

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:** Michael D. Binette AIA, Vice President

All developments seeking Virginia Low Income Housing Tax Credits are required to meet one of the following as certified by a RESNET Rater:

- New Construction - EnergyStar Certification  
The development's design meets the criteria for the EnergyStar certification.
- Rehabilitation -30% performance increase over existing, based on HERS Index  
Or Must evidence a HERS Index of 80 or better
- Adaptive Reuse - Must evidence a HERS Index of 95 or better.

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);

A Unit by Unit write up is required for all Rehabilitation properties

**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
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 interior face of the unit perimeter walls

**1. Average Gross Unit Square Feet:** (These measurements impact the scoring of tax credit applications)

For purposes of determining the total residential heated square feet (D), the building(s) were 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:

203,380.82	=	(A) Total gross floor area in (sq. ft.) for the entire development
12,231.50	-	(B) Unheated floor area (breezeways, balconies, storage)
0.00	-	(C) Nonresidential, (commercial income producing) area
191,149.32	=	(D) Total residential heated area (sq. ft.) for the development

**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.

Unit Types	Average Unit Sq. Ft.*	x	Number of Units/Type	=	Total Square Feet
Supportive Housing	0.00		0		0.00
1 Story/EFF-Elderly	0.00		0		0.00
1 Story/1 BR-Elderly	0.00		0		0.00
1 Story/2 BR-Elderly	0.00		0		0.00
Efficiency Elderly	0.00		0		0.00
1 Bedroom Elderly	0.00		0		0.00
2 Bedrooms Elderly	0.00		0		0.00
Efficiency Garden	0.00		0		0.00
1 Bedroom Garden	673.75		72		48,510.02
2 Bedrooms Garden	854.29		116		99,098.08
3 Bedrooms Garden	989.57		44		43,541.22
4 Bedrooms Garden	0.00		0		0.00
2+ Story 2 BR Townhouse	0.00		0		0.00
2+ Story 3 BR Townhouse	0.00		0		0.00
2+ Story 4 BR Townhouse	0.00		0		0.00
<b>Total</b>			<b>232</b>	<b>Total</b>	<b>191,149.32</b> **

\* Including pro rata share of heated, residential common area. This information should match Structure tab of the excel application

**2. Net Rentable Square Feet \***

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 <b>New Rental Space</b>		0.00%
Unit Type	Floor Plan Square Feet	Number of Units This Floor Plan	Total	
Mix 1	1 BR - 1 Bath	72	42842.88	
Mix 2	2 BR - 1 Bath	116	88487.12	
Mix 3	3 BR - 1 Bath	44	39133.6	
Mix 4			0	
Mix 5			0	
Mix 6			0	
Mix 7			0	
Mix 8			0	
Mix 9			0	
Mix 10			0	
Mix 11			0	
Mix 12			0	
Mix 13			0	
Mix 14			0	
Mix 15			0	
Mix 16			0	
Mix 17			0	
Mix 18			0	
Mix 19			0	
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Mix 30			0	
Mix 31			0	
Mix 32			0	
Mix 33			0	
Mix 34			0	
Mix 35			0	
Mix 36			0	
Mix 37			0	
Mix 38			0	
Mix 39			0	
Mix 40			0	
Mix 41			0	
Mix 42			0	
Mix 43			0	
Mix 44			0	
Mix 45			0	
Mix 46			0	
Mix 47			0	
Mix 48			0	
Mix 49			0	
Mix 50			0	
<b>Totals</b>		<b>232</b>	<b>170463.6</b>	

\*This information should match Unit Details page of the excel application

DEV Name: Henrico Arms



**Development Amenities:**

I certify that the development's plans and specifications and proposed budget incorporate all items from VHDA's most current Minimum Design and Construction Requirements and the Unit by Unit write up. In the event the plans and specifications do not include VHDA Minimum Design and Construction Requirements and any immediate needs and recommendations from the Physical Needs Assessment, 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](http://www.VHDA.com)

For any development upon completion of construction/rehabilitation: (non-mandatory amenities)

(Enter TRUE in each box where appropriate)

- TRUE a. The development will have a community/meeting room with a minimum of 749 square feet.
- TRUE b.i,ii 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)  
Community buildings are to be included in percentage calculations.
- FALSE c. Water expense will be sub-metered (tenant will pay monthly or bi-monthly bill)
- TRUE d. Each bathroom consists only of Water Sense labeled toilets, faucets and showerheads
- TRUE e. Provide necessary infrastructure in all units for high-speed internet/broadband service.
- TRUE f. Free Wi-Fi access will be provided for community room for resident only usage.
- FALSE g. Each Unit is provided free individual high-speed Internet access
- OR
- FALSE h. Each Unit is provided free individual Wi-Fi access
- TRUE i. Bath fan wired to primary light with delayed timer, or, continuous exhaust by ERV/DOAS OR Bath Fan with humidistat
- TRUE j. Fire Suppression - Cooking surfaces are equipped with fire suppression features
- OR
- FALSE k. Fire Prevention - all Ranges equipped with temperature limiting controls
- FALSE l. Rehab only- Each apartment has dedicated space, drain and electrical hookups to accept a permanently installed dehumidification system OR
- FALSE m. All development types- Each Unit is equipped with a permanent dehumidification system
- FALSE n. All interior doors within units are solid core
- TRUE o. At minimum one USB charging port in each Kitchen, Living room and all bedrooms
- TRUE p. All Kitchen light fixtures are LED and meet MDCR lighting guidelines
- FALSE q. Shelf or ledge outside each primary apartment entry door located in an interior hallway
- FALSE r. New Construction only- Each unit to have balcony or patios minimum depth 5' clear from face of building. Minimum 30 square feet.

DEV Name: Henrico Arms



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

- FALSE a. All cooking ranges will have front controls
- FALSE b. All full bathrooms will have an independent or supplemental heat source
- FALSE c. 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)

- FALSE 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

- 2 **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)

**Accessibility:**

I certify that the development plans and specifications meet all requirements of the federal Americans with Disabilities Act and Fair Housing Act (if applicable).

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. Complying units must be "permanently accessible," rather than to "adaptable" standards. Please reference Uniform Federal Accessibility Standards(UFAS) for more particular information.

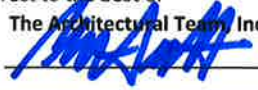
Check one or none of the following point categories, as appropriate:

- 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.  
(All of the units described in (ii) above must include roll-in showers (must contain permanent grab bars and fixed seats), roll under sinks and front controls for ranges unless agreed to by the Authority prior to the applicant's submission of its application.)  
**60 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  
**30 pts.**
- X 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  
**15 pts.**

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

DEV Name: Henrico Arms

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

Signed:	<u>The Architectural Team, Inc.</u> 
Printed Name:	<u>Michael D. Binette</u>
Title:	<u>Vice President</u>
Virginia Registration #:	<u>014832</u>
Phone:	<u>617-889-4402</u>
Date:	<u>January 18, 2019</u>

**NOTE TO ARCHITECT: If representatons in plans and specifications and/or any information certified in this certification is misrepresented then the architect may be penalized. 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 JD Bondurant at VHDA (804) 343-5725.**

**Return this certification to the developer for inclusion in the tax credit application package.**

DEV Name: Henrico Arms



**Appendix F  
VHDA's Universal Design Certification**

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

The number of rental units that will meet these standards: 0

The total number of rental units in this development: 232

**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. VHDA Universal Design Certifications are only valid for 2019 applications if certification date is after January 1, 2014

All tax credit applications which include amenity points for providing VHDA Universally Designed dwelling units must include plans that clearly identify the following items in the format found on vhda.com or no points will be awarded:

- Overall building plans identifying the location of Universal Design dwelling units, and the means of vertical transportation (if applicable), along the accessible route (Minimum scale 1/8"=1'-0"). Include a legend and Universal Design General Notes section. Anything other than a fully handicap accessible elevator must have been presented to and approved by VHDA for this project at least two weeks prior to submission of reservation application.
- Site plan and building plans identifying accessible pedestrian routes from all Universal Design units to accessible parking, leasing office, community room, laundry facility, mailboxes, garbage collection areas and public transportation pick up areas. Architect must identify running slope and cross slope of route, and consider any obstructions. Include required number of accessible parking spaces, a legend for the accessible route, and a Universal Design general notes section.
- Enlarged Universal Design unit plans (Minimum scale 1/4"=1'-0") identifying clearances and all Essential Elements

Signed: The Architectural Team, Inc.  


**Printed Name:** Michael D. Binette AIA, Vice President  
**Architect of Record**  
**(same individual as on page 7)**

**Date:** 1/18/19

DEV Name: Henrico Arms

**Tab F - Architect's Certification and Third-Party RESNET Rater  
Certification –**

Third-Party RESNET Rater Certification



Appendix F
RESNET Rater Certification of Development Plans

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP). In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, 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).

In addition provide HERS rating documentation as specified in the manual

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

X Rehabilitation -30% performance increase over existing, based on HERS Index
Or Must evidence a HERS Index of 80 or better
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to VHDA of energy performance.

Adaptive Reuse - Must evidence a HERS Index of 95 or better.
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to VHDA of energy performance.

Additional Optional Certifications

I certify that the development's plans and specifications incorporate all items for the certification as indicated below, and I am a certified verifier of said certification. In the event the plans and specifications do not include requirements to obtain the certification, then those requirements still must be met, even though the application is accepted for credits. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide Certification to VHDA.

FALSE Earthcraft Certification - The development's design meets the criteria to obtain Viridiant's EarthCraft Multifamily program Gold certification or higher

FALSE LEED Certification - The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.

FALSE National Green Building Standard (NGBS) - The development's design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification

FALSE Enterprise Green Communities - The developmen's design meets the criteria for meeting meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

\*\*\*Please Note Raters must have completed 500+ ratings in order to certify this form

Signed: [Signature]

Date: 1/24/19

Printed Name: Matt Waring

RESNET Rater

Resnet Provider Agency
Viridiant

Signature [Signature]

Provider Contact and Phone/Email Sean Evensen-Shanley (804)212-1934 / sean.evensen-shanley@viridiant.org

G

Zoning Certification Letter  
(MANDATORY)



COMMONWEALTH OF VIRGINIA  
COUNTY OF HENRICO

R.J. Emerson, Jr., AICP  
Director of Planning  
(804) 501-4602

Zoning Certification

**DATE:** September 12, 2018

**TO:** Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: JD Bondurant

**RE:** ZONING CERTIFICATION

Name of Development: Henrico Arms Apartments  
Name of Owner/Applicant: Richmond-Henrico Arms Limited Partnership  
Name of Seller/Current Owner: Henrico-Richmond Limited Partnership

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:

1664 Henrico Arms Place, Richmond, VA 23231

Legal Description:

See attached.

Proposed Improvements:

<input type="checkbox"/> New Construction:	<u>          </u> # Units	<u>          </u> # Buildings	<u>          </u> Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u>          </u> # Units	<u>          </u> # Buildings	<u>          </u> Total Floor Area Sq. Ft.
<input checked="" type="checkbox"/> Rehabilitation:	<u>232</u> # Units	<u>29</u> # Buildings	<u>177,492</u> Total Floor Area Sq. Ft.

**Zoning Certification, cont'd**

Current Zoning: R-5, General Residence District allowing a density of 14.52 units per acre, and the following other applicable conditions: plan of development POD-043-72

Other Descriptive Information:

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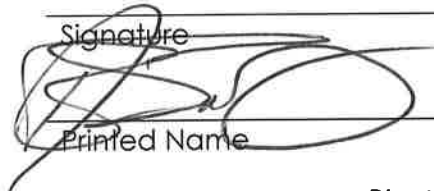
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**LOCAL CERTIFICATION:**

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 zoning 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 

Printed Name

R. J. Emerson, Jr. AICP Director of Planning

Title of Local Official or Civil Engineer

Director of Planning

Phone:

(804) 501-4602

Date: 9/12/18

**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 disqualification of the application.
3. If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.



### Legal Description

ALL that certain lot, piece or parcel of land with all improvements thereon and appurtenances thereunto belonging, situated, lying and being in Henrico County in the State of Virginia and being more particularly described as follows:

BEGINNING at a point, marked by a steel rod, the Northwest corner of the property being described; Said point of beginning being in the intersection of the South right of way line of Darbytown Road and the East line of a 10 foot alley as delineated on the plat of "Powhatan Annex".

FROM the point of beginning thus established running South 45°32'19" East, along the South right of way line of Darbytown Road, for 599.28 feet to a point marked by a stake; thence South 07°22'22" West 1711.18 feet to a pipe; thence North 83°20'41" West, along the North line of Lot 1 of "Powhatan Place" for 305.81 feet to a point in the East line of Balfour Street; thence North 83°20'41" West for 159.87 feet to a point marked by a steel rod; thence North 07°03'04" East along the East line of the public right of way, for 307.35 feet to a point marked by a steel rod, said last mentioned point being the intersection of the North line of Haig Street and the East line of the aforementioned 10 foot alley; thence North 07°01'38" East, along the East line of the said 10 foot alley and coincident with the corporation line of the City of Richmond for 1771.10 feet to the point of beginning; all as shown on that certain Plat entitled "Plat of Survey - 20.489 Acres on South Side of Darbytown Road adjacent to City of Richmond Corporation Line", dated September 23, 1971 and prepared by William J. Schmidth & Associates, which is attached to and recorded with deed in Deed Book 1537 at page 238.

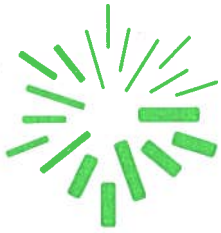
LESS AND EXCEPT 0.914 acre dedicated to Henrico County for Edgelawn Street and a 15' strip for the widening of Darbytown Road as shown on plat recorded in Plat Book 57, at page 43.

BEING a portion of the same real estate conveyed to Henrico Limited Partnership, a Virginia limited partnership, by Deed from Charles A. Smith, Sr., widowed, Mary Smith, single, Catherine Jeanette Smith, single, Charles A. Smith, Jr. and Susan S. Smith, husband and wife, and W. Gordon Douglas and Joyce H. Douglas, husband and wife, dated December 28, 1972, recorded December 28, 1972 in the Clerk's Office, Circuit Court, Henrico County, Virginia in Deed Book 1537, page 238.

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H

Attorney's Opinion  
(MANDATORY)



**NIXON  
PEABODY**

NIXON PEABODY LLP  
ATTORNEYS AT LAW

NIXONPEABODY.COM  
@NIXONPEABODYLLP

Nixon Peabody LLP  
799 9th Street NW  
Suite 500  
Washington, DC 20001  
202-585-8000

February 8, 2019

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

Re: 2019 Tax Credit Reservation Request

Name of Development: Henrico Arms Apartments, Richmond, VA  
Name of Owner: Richmond-Henrico Arms Limited Partnership

Ladies and Gentlemen:

The undersigned firm represents the above-referenced Owner as its counsel. We have received a copy of and have reviewed the completed application package dated February 8, 2019 (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"). We have also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as we believe 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 we deem 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 the Hard Costs and Owners Costs sections 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 and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type of allocation has been requested in the Reservation Request Information section in the Application form.

4. The information set forth in the Unit Details section 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 the Site Control section of the Application.
6. It is more likely than not that the representations made under the Rehab Information section 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.
7. After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section 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.

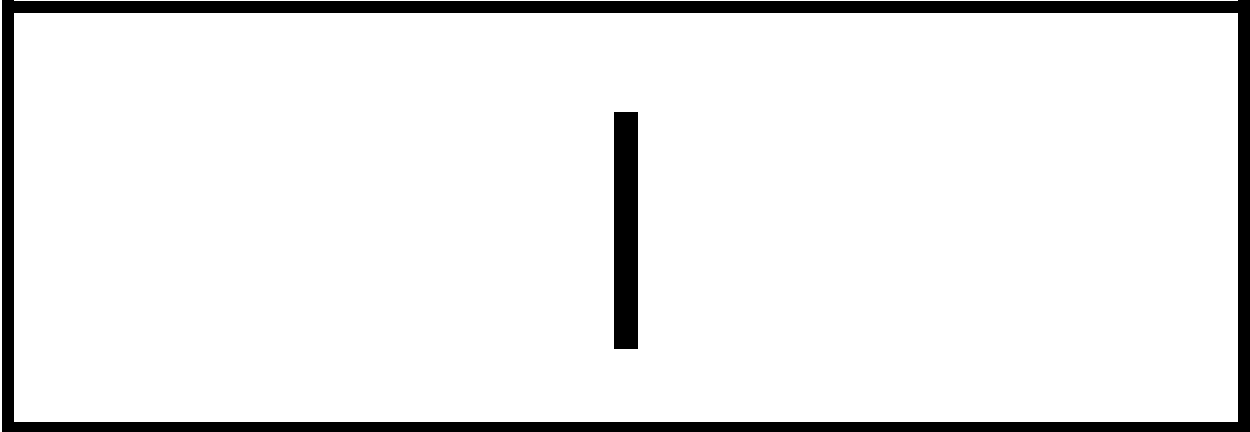
Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code 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.

Very truly yours,

*Nixon Peabody LLP*  
Nixon Peabody LLP



# Nonprofit Questionnaire

(MANDATORY for points or pool)

**Tab I - Nonprofit Questionnaire -- N/A**

J

# Relocation Plan

(MANDATORY, if tenants are displaced)

**Henrico Arms**

**TENANT RELOCATION PLAN**



# TENANT RELOCATION PLAN

DATE: August 28, 2018

PROJECT: Henrico Arms (the “Property”)

OWNER: Richmond – Henrico Arms Limited Partnership

UNITS: 232

PROJECT TYPE: Family

REHAB TYPE: Occupied

CONST. PERIOD: 12-14 months

CONST. START: April 15, 2019 (estimate)

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## OVERVIEW

The rehabilitation of the Property is an occupied rehabilitation. The term “relocation plan” is a misnomer because the units will be continuously occupied during the unit renovation with minimal disruption to the residents. The basic premise of any successful occupied renovation is the care in which the Owner, Manager, and Contractor interact with the tenants. The invasiveness of such an endeavor into the homes of all households requires many disciplined skills. The guiding principle is respecting the fact that we will be in someone’s home and the many things we would wish to happen when our homes are worked on, need to happen with the residents of the Property.

A close second behind the respect and care that is given to the resident’s homes, communication must be very clear as to the expectations of the residents and workers in the building. Communication with the resident population must be thorough, precise, and continuous in order to allow construction to occur timely. Communication will be accomplished by the employment of a Tenant Liaison, who will be instrumental in communicating the needs of the contractor to enter apartments in a precise and orchestrated way. The tenants are an important partner in the process and must be seen in that light. The Tenant Liaison’s role is to make certain the residents are prepared for the actions to take place in their unit, what is expected of the resident, the amount of time it will take, assist residents to accommodate the contractors, assist in accommodating the residents during the times of the day they are out of their unit, and to coordinate any in house moves that must occur to provide vacant units to the contractors.

The components of the rehabilitation are comprised of Unit Interior Renovations and Exterior Unit Modifications. Unit Interior and Exterior Renovations will not require the unit to be vacant and the unit will be habitable each evening after work ceases. This Renovation Plan will encompass the ramifications of unit renovation upon the resident population, the measures taken to temporarily accommodate the residents during the renovations, employment of a Tenant Liaison and communications with the residents and contractors that will occur, and the expected costs associated with this Renovation Plan as it relates to tenant relocation.

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## **TENANT LIASON**

The Tenant Liaison position shall be a capitalized cost of the development budget and shall be an employee of the management company. The position shall be filled for a period of time not greater than the construction period. The Tenant Liaison shall be responsible for the daily communication between the contractor and the residents, assisting resident with preparing their units for renovation, and assisting residents that are to be relocated within the building. During construction the cost of the activities coordinator shall be capitalized.

The primary roles of the Tenant Liaison shall be:

- Attending a Resident preconstruction meeting with the Contractor, Management Agent, and Owner.
- Meeting daily with the Contractor and working to develop a schedule for unit renovations and communicate that schedule to residents regularly. Attend weekly construction meeting.
- Meet with residents 14 and 7 days in advance of work commencing in any unit.
- Follow up with residents 48 hours before any work occurs in targeted units
- Ensure units are opened for contractors to enter the unit on the day work is to commence in the unit.
- Follow up to ensure the unit is cleaned and habitable each evening prior to residents returning to their units.
- Meeting with residents who are required to relocate within the building due to the need to make their unit accessible.
- Coordinating the relocation and moving of resident belongings in the designated accessible units.

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## **UNIT INTERIOR/EXTERIOR RENOVATIONS**

Unit renovations will not require the resident to be out of their unit for more than one work day at a time for any given task. The residents may or may not need to be out of their apartment depending on the work to be performed. If the work necessitates the tenant need to be out of the unit for their own safety while work is going on, the Tenant Liaison will facilitate that requirement. A day room will be set up in either one vacant unit or in the community building, depending on the status of construction of the community building renovations. All precautions will be made to protect their belongings while destructive work is occurring. The work in the units will be fairly

intense but precise. The major items to be renovated in the units are detailed in Attachment A. Please reference unit matrix for specific regarding renovations to particular units and/or buildings.

The Unit Interior Renovations are independent of exterior renovation activities. The interior renovations require accurate scheduling in order to have a timely completion of the project. In order for this phase to occur smoothly, a detailed schedule needs to be prepared that coordinates all activities in the units. The goal of the interior renovation scheduling is to minimize the number of trips into the individual apartments to accomplish all of the tasks. The smoothness of the schedule depends highly upon the work of the Tenant Liaison who needs to communicate to the residents what is happening and when in their units and make sure the tenants are out of their units when they are expected to be so. The Tenant Liaison shall make sure the tenant has prepared for the contractors visit to their unit and if the resident is not able to do so, the Liaison shall assist the resident in doing so. The Tenant Liaison will provide boxes to the residents for their belongings to be stored for work in the unit that necessitates boxing of items. Belongings will stay in the tenants units at all times during renovation process and not stored outside their unit. Another key component is that the contractor shows up when they have requested access to the individual apartments. This is where care and respect of the tenant's time is imperative. Nothing is more frustrating than to be prepared to have a kitchen replaced and all of the cabinets are emptied, and the contractor doesn't show up.

In the unlikely event the unit cannot be occupied by 5pm and the tenant cannot return to their unit overnight, the Tenant Liaison will coordinate temporary overnight accommodations with a food stipend, paid by the Owner, for any resident inconvenienced by the construction delay. The Owner has located several lodging establishments within close proximity of the Property to temporarily house tenants if such a problem occurs. Transportation costs for the resident as a result of the temporary relocation will be reimbursed for their out of pocket transportation expenses. While the Owner will carry a budget for such costs, the contractor is committed to deliver units each night back to the resident and ultimately, the contractor will be held responsible for temporary housing costs.

The Liaison will coordinate with the residents the day new appliances are delivered to the units. Specific coordination is necessary for the refrigerators where spoilage is a concern. Typically, 8-10 refrigerators are delivered each bulk delivery. The old refrigerator will be moved into the living area and the new refrigerator installed in the kitchen. Residents will be given until the next day to move their food items into the new refrigerator. The old refrigerator will be removed the next day. If a tenant is unavailable the day the new refrigerator is delivered or is unable to move the food items, the tenant liaison will move the food items for the resident.

All activities associated with the unit interior renovations will never prevent the resident from occupying their unit each evening after work ceases for the workday. This means that bathrooms and kitchens will be in working order but not necessarily 100% complete. Generally speaking, the unit renovations are compressed into a 4-5 day period in a highly coordinated fashion as the contractor progresses throughout the buildings. Multiple units will be renovated at any given time in a systematic approach in the buildings. The schedule may not be a contiguous 4-5 day period overall and may have several days of activity followed by several days of inactivity. The units will always be left in a manner that the livability of the unit is maximized until the unit is complete.

The total number of hours a resident will be expected to out of their unit for work to be performed is approximately 32 hours. Please refer to the contractor's construction schedule for project duration.

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## **UNIT ACCESSIBILITY MODIFICATIONS**

Unit accessibility modifications require that the unit be non-occupied during the duration of this portion of the work. The units which will be made accessible for hearing/visual impairment shall be dealt with similar with units undergoing the Interior Renovations with the exceptions of some additional scope which shall not prevent the unit from being occupied nightly. Units undergoing mobility impairment modifications must be vacant because of the demolition of demising walls, relocation of plumbing lines and electrical circuits, and reconstruction of the entire apartment. The need for units to be vacant does not necessitate "forced relocation" from the project.

The need for vacancy in a 100% occupied building presents a problem that will be overcome by natural attrition. Once acquisition occurs, units may no longer be offered for rent until a particular level of vacancy is reached (it is expected the contractor will execute the work at 3-7 units simultaneously). Continuing with the theory that units will turnover at 1-2 units per month and that the contractor will not start accessibility modifications until 4 units are vacant. Construction in a modified unit should be 2-3 weeks in duration.

Vacancies obviously will not perfectly occur in the selected units and some leapfrogging will need to occur by relocating tenants in the selected units to vacant units elsewhere in the building. The full renovation of the vacant units which tenants will be leapfrogged will be given a priority to avoid inconveniencing the tenant after they have been relocated. Tenants within the building that require modified units shall be first given the priority to occupy the completed units. Tenants that are relocated, and are not handicapped, will be given the option to move back into their original unit after priority has been given to residents within the building that are in need of handicapped accommodations. The Tenant Liaison shall coordinate the resident relocation within the property by meeting in advance with the residents whom need to be relocated and will make arrangements for the resident's belongings to be moved to their new unit, such expense shall be paid by the Owner.

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## **BUDGETED COSTS**

The following are the capitalized costs associated with this plan; stated costs are included in the overall development budget of the project.

### **Payroll Costs**

Tenant Liaison/Unit Rehab Oversight	\$75,000
<b>Subtotal</b>	<b>\$75,000</b>

**Non-Payroll Costs** (Not basis eligible)

**Tenant Relocation Supplies**

Meals/Catering	\$5,000
Offsite Accommodations	\$5,000
Moving Expenses (ADA/Other)	\$7,500
Misc. Supplies	\$7,500
<b>Subtotal</b>	<b>\$25,000</b>

**TOTAL, Payroll & Non-Payroll Costs** **\$100,000**

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**CONTACT INFORMATION**

The following are the primary point of contact for both the Owner and Management Company:

**Scott Coggins**

Richmond – Henrico Arms Limited Partnership  
c/o Silver Street Development Corporation  
33 Silver Street, Suite 200  
Portland, ME 04101

**Richard Pierce**

Housing Management Resources, Inc.  
500 Victory Road  
N. Quincy, MA 02171

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**RENTS AND RENTAL POLICIES**

HUD's regulations/procedures for determining/calculating a tenant's paid portion of rent will remain unchanged both during and after the Property's rehabilitation; however, such regulations/procedures remain subject to change by HUD. Additionally, no changes to the Property's rental policies or house rules are anticipated; however, the Owner and Management Company reserve the right to make changes as needed to protect the Property and the safety of its residents.

## **ATTACHMENT A**

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### Scope of Work



# Henrico Arms Scope of Work

January 31, 2019

Henrico Arms is an existing development located in Richmond, Virginia at 1664 Henrico Arms Place. The Property was constructed in 1974 and renovated in 2004. The Property consists of 11 two-story garden-style buildings consisting of 232-unit (1, 2, & 3 Bedroom), one community building, one leasing/management office building (with laundry), and one maintenance office building (with laundry) all located on one parcel totaling 19.584 acres.

**Existing Unit Mix:**    **72 one-bedroom, 1 bath**  
                                  **116 two-bedroom, 1 bath**  
                                  **44 three-bedroom, 1 bath**  
                                  **232 Total Units**

## **Division 01: General Requirements**

The Contractor shall provide all labor based upon current Davis Bacon Wage Rates (Residential Rate), materials, equipment, and supervision with incidental services necessary to perform the work indicated on the Drawings and specified herein, including but not limited to the following:

- Prior to beginning work the contractor shall prepare for Owner review a construction management plan for conduct of this work within an “occupied” building. Work in occupied spaces must be coordinated through property management and/or Owner.
- Contractor shall cooperate with Owner, Owner’s representatives, and architects and engineers performing work on site for the Owner, and shall provide all necessary access to work areas at the Owner’s request.
- Work of this project will be performed during normal working hours unless previously arranged with the property management/Owner.
- Site: Install fences, and barriers, as required, to protect people, property and building components. Install other protection and control devices or constructions as required to limit dust, noise, etc.
- All contractors and subcontractors engaging in the following activities must be Lead-Safe Certified, as mandated by the EPA Lead-Based Paint Renovation, Repair and Painting (RRP) Rule:
  - Remodeling and repair/maintenance;
  - Electrical;
  - Plumbing;
  - Painting;
  - Window Replacement.

- Any building or fire code violations discovered during construction will be rectified in a manner that maintains the level of protection provided for under Chapter 7 'Alterations-Level 1' of the existing building code. For instance, if a fire rated partition or smoke partition has voids or unsealed penetrations it will be repaired so that the level of protection provided by the original construction will be restored.

## **DIVISION 2: Existing Conditions and Selective Removals**

- Contractor shall follow demolition plans and specifications which outline sound practices for managing waste and hazardous materials.
- Contractor shall implement a construction waste recycling plan in which construction waste materials are collected, separated and recycled instead of being sent to a land fill. Include record keeping that shows weight, type and disposition of materials processed.
- Contractor shall remove all abandoned and non-operable equipment, devices, and accessories.
- Remove existing concrete floor slabs as needed at (14) accessible unit kitchens and bathrooms for new floor drains and plumbing fixture locations.
- Remove existing kitchen cabinetry, sinks, faucets, appliances, plumbing and electrical lighting fixtures throughout dwelling units.
- Remove existing bathroom vanity, marble vanity tops with integral bowl, faucets, shower heads, toilet accessories, medicine cabinet/mirrors, lighting, ceramic tile, and flooring and base throughout dwelling unit bathrooms.
- Selectively remove walls and doors at fourteen (14) dwelling unit bathrooms scheduled to be converted to handicap accessibility.
- Remove existing VCT and base throughout dwelling unit bedrooms in fourteen (14) dwelling units scheduled to be converted to handicap accessibility.
- Remove existing flooring and base throughout kitchens and bathrooms.
- Remove existing asphalt shingle roofing systems throughout.
- Remove existing bathroom roof vents/flashing throughout.
- Remove existing exterior window systems (including frames) throughout.
- Remove existing unit entry doors per unit survey matrix and remove door hardware throughout.
- Remove existing bedroom and bathroom doors in fourteen (14) units scheduled to be converted for handicap accessibility.
- Remove existing mailboxes.
- Remove existing dumpster enclosures.
- Remove existing air conditioning condensers throughout.
- Remove abandoned items from brick and power wash/clean exterior of all buildings (VHDA).
- Remove sections of deteriorated concrete sidewalks. Refer to Civil site plan for locations.
- Remove sections of asphalt that has cracking, alligating, or a deteriorating sub-base. Refer to Civil site plan for locations.

## **DIVISION 3: CONCRETE**



- Reconfigure sidewalks as required to provide accessible route from handicap parking spaces to dwelling unit entries (including provision of ramps and curb cuts as required).
- Provide accessible route to dumpsters, mailboxes, management office, laundry buildings and community building from accessible dwelling units (including provision of ramps and curb cuts as required).
- Provide concrete slab on grade repairs at (14) accessible dwelling unit kitchens and bathrooms for floor drains and plumbing modifications.
- Install new concrete sidewalks to replace deteriorated concrete sidewalks. Refer to Civil site plan for locations (VHDA).
- Install new 6" minimum thick reinforced concrete dumpster pads at each of eleven locations. Pad must extend 12' into asphalt so that bearing wheels of trucks rest on concrete while servicing dumpsters (VHDA).
- Install new 6" concrete condenser pads (VHDA).

#### **DIVISION 4: MASONRY**

- Repair masonry walls having cracks and/or settlement. Replace damaged brick and point-up deteriorated mortar to match existing. Replace rowlocks for window sills that do not have a slope to drain water away from building. (VHDA)

#### **DIVISION 5: METALS**

- Scape and paint existing steel lintels prior to installation of new windows with low VOC paint. (VHDA)
- Provide new metal handrails, guard rails, posts, and pickets at new accessible ramps as needed (VHDA).
- When repainting existing or installing new exterior steel products, powder coat or provide an exterior steel paint that can achieve a minimum 10-year material warranty. Prepare surfaces per warranty requirements. Prime and paint steel prior to placement in concrete. (VHDA)

#### **DIVISION 6: WOOD & PLASTICS**

- Reframe partitions within fourteen (14) accessible units as necessary to comply with all applicable accessibility regulations.
- Reframe partitions as necessary for management office layout upgrade. Layout upgrades to make management office accessible.
- Provide concealed solid dimensional wood blocking in fourteen (14) accessible units at bathrooms and kitchens for accessories and grab bars (VHDA).
- Provide concealed solid dimensional wood blocking for all handrails, grab bars, and wall mounted accessories (VHDA).
- Provide new closet shelving throughout fourteen (14) accessible dwelling units mounted at 48 inches AFF to top of shelving.
- Provide subfloor and structural repairs as required throughout (VHDA).

#### **DIVISION 7: THERMAL & MOISTURE PROTECTION**

- Provide new blown cellulose insulation over existing insulation (R-38 total thermal rating) at all attic areas over existing fiberglass insulation. (VHDA)
- When replacing drywall at an exterior wall or replacing exterior sheathing, provide new R-20 insulation at affected areas (latest adopted edition of IECC requirement) (VHDA).
- Provide new 25-year, anti-fungal, asphalt shingle roofing at all roofs. Shingles to be nailed (not stapled). Existing roofing to be completely removed to existing plywood sheathing. Replace existing ridge vents. (VHDA)
  - Repair or replace all damaged sheathing, rafters, and/or trusses (VHDA).
  - Install an additional layer of sheathing over the existing 3/8" sheathing in lieu of removal and installation of new sheathing. Structural engineer shall provide additional sheathing sizing (VHDA).
  - Install ice dam membrane extending from eave's edge to a point 24" inside the exterior wall of the building (VHDA).
  - Provide new seamless aluminum gutters and downspouts throughout. (VHDA)
  - Install drip edge on all sides of the roofs. (VHDA)
  - Replace all existing attic vents and pipe collars. Replace rusted or damaged flashing. Replace all existing sealant (VHDA).
- Exterior wood, such as trim, fascia, rake boards and columns, is to be clad with crimpable vinyl, vinyl coated aluminum, or similar materials (.019" min thickness). Provide a stiffening crimp to reduce warping of metal and/or vinyl when trim and fascia boards are more than 8 inches wide. Replace all damaged wood prior to cladding (VHDA).
- Remove existing and provide new vinyl, perforated soffit vents throughout all buildings at eaves and overhangs. New soffit vents to match existing air flow.
- Provide new kitchen and bathroom roof vents/flashing throughout.
- Provide new sealant (low VOC materials) and backer rod at all new windows, doors, and louvers.
- Provide new caulking (low VOC materials) at interior side of all window and door perimeters.
- Seal (low VOC materials) all exposed envelope and floor/ceiling penetrations exposed as part of the construction.
- Seal (low VOC materials) all existing accessible and all new plumbing penetrations (VHDA).
- Air seal using spray foam: top plate, electrical, lighting, and ventilation, attic access panels, light fixtures, junction boxes, etc. to the attics (VHDA).
- Provide new caulking (low VOC materials) at all kitchen counters, back and side splashes.

## **DIVISION 8: DOORS & WINDOWS**

- Replace all damaged or dented apartment entry doors, per matrix and 100% hardware at unit entries. Replacement doors are to be of fiberglass or metal with insulated cores. New doors shall be equipped with peepholes at 60" AFF for typical units and additional peephole at 48" AFF for accessible units. Use fiberglass or metal doors for outside storage and mechanical closets. (VHDA)
- All entry doors to apartment units are to have weather stripping and threshold to provide a tight seal around the door, and to minimize heat loss/gain due to air infiltration. Not required at entry doors in conditioned corridors. Review if weather stripping is existing at doors on site.(VHDA)
- Replace all damaged interior hollow-core doors and trim at locations per unit survey matrix. (VHDA)
- Replace all interior bifold, pocket, or sliding doors with side hinged doors per unit survey matrix. (VHDA)

- All existing interior doors that will remain shall be undercut a min of ¾". (VHDA)
- Provide new flush, hollow-core passage doors and lever hardware throughout fourteen (14) accessible unit modifications.
- All doors, door trim, and door hardware in a unit are to match in design and finish. (VHDA)
- Provide new vinyl, low-E, Energy-Star New Construction windows throughout. Replacement windows are to have a minimum ½ inch thick insulated glass. Provide a minimum 10 year material warranty for windows. Insulating glass is to have a minimum 10 year warranty for breakage of seal. Lower panes of windows shall have tempered glazing. Initial replacement with Construction Control Officer (VHDA)
- All windows and glass doors will be Energy Star labeled for North-Central zone or be NFRC labeled with a maximum U-Factor of 0.27 and maximum SHGC of 0.40. (VHDA LIHTC item 7.8.1.d)

## **DIVISION 9: FINISHES**

- Provide new GWB finishes at modified accessible units.
- Remove and replace drywall at bathroom sinks to install new concealed wall carriers at all accessible units.
- Properly prepare all damaged drywall areas throughout units (per unit matrix), throughout accessible apartments, the management/leasing office building, both common laundry rooms, the maintenance office building, and the community building as necessary to receive new paint finishes. (VHDA)
  1. All repairs and refinishing of defects (including previous repairs) are to be flat and smooth.
  2. Type and thickness of drywall to match existing.
  3. Patch holes, repair damages, and refinish uneven, cracked and peeling taped joints.
  4. Re-screw drywall that has nail pops or settlement.
  5. Replace all drywall that has mold, mildew, or signs of moisture.
  6. Paint and retexture drywall to match existing finish and color.
  7. Repair damaged or compromised draft stopping and or fire stopping.
- Repair or replace all damaged or mismatched flooring. On a room by room basis, all flooring must match in color and design. Per unit matrix (VHDA)
- Provide ½" cementitious board substrate at all ceramic tile replacement areas. (VHDA)
- Provide new luxury vinyl plank flooring on new ¼" luan, over existing resilient flooring at all kitchens and bathrooms at all typical units. (VHDA)
- Provide new luxury vinyl plank flooring on new ¼" luan throughout the management/leasing office building, both common laundries and the community building. (VHDA)
- Provide new luxury vinyl plank flooring on new ¼" luan, over existing resilient flooring throughout management/leasing office building, both common laundries and the community building. (VHDA)
- Provide new solid wood base where new flooring is being provided and throughout accessible dwelling units. (VHDA) Vinyl base to be used in wet location (kitchens and bathrooms).
- Provide new painted finish (low VOC materials) at all surfaces throughout all exposed areas including, but not limited to, the following:
  - All apartment kitchens and bathrooms.
  - Throughout accessible units
  - All management/leasing office building, the maintenance office building, and the community building.

- All interior and exterior stair handrails, guardrails, stringers, etc...
- Provide one coat of paint throughout existing dwelling unit kitchen and bathrooms (walls and ceilings). New paint shall be low VOC type and in accordance with the Green Seal Standard GS-11.
- Prime (1 coat) and finish paint (2 coats) at new GWB and ceilings. New paint shall be low VOC type and in accordance with the Green Seal Standard GS-11.
- Provide one coat of paint at the management/leasing office building, the maintenance office building and the existing community building. New paint shall be low VOC type and in accordance with the Green Seal Standard GS-11.
- Finish paint (2 coats) all new doors. New paint shall be low VOC type and in accordance with the Green Seal Standard GS-11. If doors are not factory primed provide 1 prime coat. Paint bottoms, tops, and all other sides of new doors (VHDA).
- Prime (1 coat) and finish paint (2 coats) all new and existing metal and wood doors and frames. Existing frames receiving new doors shall receive one new coat of paint. New paint shall be low VOC type and in accordance with the Green Seal Standard GS-11.
- When repainting existing or installing new exterior steel products, powder coat or provide an exterior steel paint that can achieve a minimum 10-year material warranty. Prepare surfaces per warranty requirements. Prime and paint steel prior to placement in concrete. (VHDA)

## **DIVISION 10: SPECIALTIES**

- Provide new interior and exterior building number, unit number, and signage for management/leasing office building, the maintenance office building and the community building. Provide new interior signage at all spaces and rooms within the management/leasing office building, the maintenance office building and the community building. New signage to include Braille.
- Provide new property monument sign.
- Provide new toilet accessories (shower curtain rod, medicine cabinet, toilet paper holder and towel bar) throughout apartment bathrooms.
- Provide new grab bars as required in fourteen (14) accessible units, management/leasing office building and the community building bathrooms.
- Provide new textured vinyl corner guards at the outside corners of all interior walls throughout accessible units, management/leasing office building, both common laundries, and the community building.
- New free WiFi access will be provided for the community room for resident only usage. By Owner (VHDA)

## **DIVISION 11: EQUIPMENT**

- Provide new Energy Star appliances throughout as follows (VHDA):
  - Typical Apartment
    - 30" Free-standing, self-cleaning, gas range (VHDA)
    - Grease shield at back and side of range (VHDA)
    - Energy Star frost-free refrigerator / Freezer (14 CF for 1 and 2 BR units, 16 CF for 3 BR units - VHDA)
    - Energy Star recirculating range hood equipped with two range queens each. (VHDA)
    - 24" Dishwasher (VHDA)

- Accessible Apartments (14 apartment units):
  - 30" Free standing, self-cleaning, gas range. Controls on front (VHDA)
  - Grease shield at back of range
  - Energy Star frost-free, side by side refrigerator Freezer (14 CF for 1 and 2 BR units, 16 CF for 3 BR units - VHDA)
  - Energy Star recirculating range hood equipped with two range queens each. Control for hood and light located on countertop apron. (VHDA)
  - 24" Dishwasher (VHDA)
- Community Building:
  - 30" Free standing, self-cleaning, gas range. Controls on front (VHDA)
  - Energy Star frost-free, side by side refrigerator
  - Ducted EnergyStar range hood equipped with two range queens. Control for hood and light located on countertop apron. (VHDA)
  - Grease shield at back and side of range (VHDA)

#### **DIVISION 12: FURNISHINGS**

- Provide new kitchen cabinetry, complying with Virginia Housing Development Authority's Minimum Cabinet Requirements, and plastic laminate counters with integral back and side splashes throughout all units. Kitchen wall cabinets are to be screwed to studs or blocking with a minimum of four screws; two each in upper and lower nailer strips for each wall cabinet. (VHDA)
- Provide new bathroom vanity cabinetry complying with Virginia Housing Development Authority's Minimum Cabinet Requirements, and cultured marble counters with integral back splashed throughout all non-handicap accessible units.
- Provide new horizontal mini-blinds at all window openings. (VHDA)

#### **DIVISION 13: SPECIAL CONSTRUCTION**

Not Applicable

#### **DIVISION 14: CONVEYING SYSTEMS**

Not Applicable

#### **DIVISION 22: PLUMBING**

- Provide new stainless steel sinks and faucet sets (1.5 gpm) at all kitchens.
- Provide new bathroom wall hung sinks with new wall hung sinks with wall carriers, and faucet sets (1.0 gpm) at fourteen (14) accessible unit bathrooms (VHDA).
- Provide new mixing valves (Symmons) with butterfly cover plates at all showers. Valves to have internal shut off valves or external valve with access panels. (VHDA)
- Provide new EPA WaterSense\* labeled Niagara Earth 1.5gpm shower heads per the unit matrix.
- Provide new accessible bathtubs with slip resistant/textured finished bottoms, at fourteen (14) accessible units. (VHDA)
- Remove and replace existing hot water heaters and tanks at all apartments, laundry rooms, management office, maintenance office and community building. Installation shall comply with latest adopted edition of the International Plumbing Code for New Construction (VHDA).

- All clothes washing machines or connections for clothes washing machines have IntelliFlow A2C-WB automatic washing machine water shutoff valve with leak sensor, or approved equal, or have a pan with a drain connected to the sewer system per applicable plumbing code (VHDA).

## **DIVISION 23: MECHANICAL SYSTEMS**

### **HVAC**

- Provide all new heating and domestic hot water heating system equipment including AHU, domestic hot water heaters (0.94 EF), etc.
- When installing a new HVAC system (VHDA):
  - a) Replace both air-handlers and condensers at the same time.
  - b) R-410A refrigerant is required in all new HVAC equipment.
  - c) Verify if refrigerant lines are appropriate for new HVAC unit size and type. Lines not being replaced are to comply with all of the requirements of the manufacturer for using existing lines. Submit a letter from the manufacturer that states the use of existing lines will not reduce performance and/or warranty of the heat pumps or other air conditioning systems.
  - d) Condensate and refrigerant lines not located in the mechanical closet are to be concealed within the wall, ceiling, or floor systems.
  - e) Fire-caulk all penetrations in fire partitions and ceilings.
  - f) Seal air duct penetrations in unheated spaces.
  - g) When adding and/or replacing ductwork, air supply diffusers are to be located near windows in living rooms, dens, and bedrooms.  
  
EXCEPTION: The mechanical engineer may locate diffusers at alternate locations with VHDA's prior approval based on supporting calculations.
  - h) Provide premanufactured air filters.
  - i) Replace diffusers in kitchen and bathrooms and thermostats.
  - j) Air supply diffusers are to be located in living rooms, dens, bedrooms, kitchens, and full baths.
  - k) Heat pumps to include auxiliary heat. All installations are to comply with the latest applicable issue of the International Mechanical Code.
- All heat/AC units in the development will be heated and cooled with either heat pump equipment with both a SEER rating of 15.0 or more and a HSPF rating of 8.5 or more or air conditioning equipment with a SEER rating of 15.0 or more, combined with a gas furnace with an AFUE rating of 90% or more. (VHDA LIHTC Item 7.8.1.e)
- Provide new Energy star fire-rated bathroom exhaust fans at all unit and common area bathrooms. New fan to be wired to existing bathroom light switch. Fan to be activated when bathroom light is switched on. (VHDA)
- Clean all existing ductwork including kitchen and bathroom exhaust ducts. (VHDA)
- Provide new digital temperature limiting thermostats with 72 degree heating limit at each unit. Lower thermostats to 48" AFF at fourteen (14) existing accessible units. (VHDA)
- Replace all diffusers in kitchens and bathrooms (VHDA)

## **DIVISION 26: ELECTRICAL SYSTEMS**

- Provide new Energy Star fluorescent or LED light fixtures at all common areas, stairwells, office areas, community rooms, laundry rooms, utility rooms, etc. with occupancy sensor controls. (VHDA)
- Exterior fixtures are to be LED. Tenant controlled exterior lighting is exempt. Replace all exterior lighting to illuminate all parking areas, dumpster pads, building entrances and mailboxes with a minimum of one foot candle of illumination. Provide illumination so that building numbers and apartment numbers are legible at night. (VHDA)
- Provide new Energy Star light fixtures at all kitchens, and bathrooms. Kitchens are to have a minimum of one LED light fixture that provides a minimum illumination of 30 foot candles distributed across all countertops. (VHDA)
- Replace existing dwelling unit receptacles throughout fourteen (14) accessible dwelling units with arc-fault breakers in new panels.
- Provide tamper-proof outlets throughout fourteen (14) accessible dwelling units.
- Provide GFCI protected duplex outlets throughout fourteen (14) accessible dwelling unit kitchens and bathrooms.
- Replace all existing panel breakers with arc-fault breakers in dwelling units.
- Relocate load center panels throughout fourteen (14) accessible dwelling units. Highest circuit breaker in each shall be mounted no more than 48 inches AFF.
- All controls (switches, thermostats, telephone jacks, etc.) throughout fourteen (14) accessible dwelling units shall be located no higher than 48-inches AFF.
- All non-counter type electrical outlets shall be mounted a minimum of 15-inches AFF but no greater than 48 AFF.
- Provide new “ground-fault” receptacles at all kitchens and bathrooms. (VHDA)
- Replace existing hardwired smoke alarm in hallway with new hardwired combination smoke and CO alarm with 10-year battery back-up. Provide new hardwired, interconnected smoke alarms in all bedrooms. All smoke alarms within an apartment shall be hardwired and interconnected. Provide new hardwired smoke and CO detectors with 10-year battery back-up in community, leasing/laundry, and maintenance/laundry buildings. (VHDA)
- Provide all applicable notifications/alarms for visually impaired within five (5) dwelling units.
  - Visible notification shall be activated upon activation of smoke detector
  - Hard-wired electric doorbell providing an audible tone and visible notification upon activation.
  - Telephone jack capable of supporting voice and TTY communication.
- Provide occupancy sensors for lights in offices, laundry rooms, and community spaces.
- All electric, cable television, internet, and telephone wires are to be concealed within the wall, ceiling, or floor systems. (VHDA)
- Lower existing light switches to 48” AFF at fourteen (14) accessible units.
- Provide new lower electrical panels (48” AFF) at fourteen (14) accessible units.
- All switches, outlets and cover plates that are painted, damaged or worn, are to be replaced and are to match in color and design. (VHDA)
- Provide appropriate connectors for connecting aluminum wiring to electric outlet and switches (VHDA).

- Replace existing Fire Alarm Control Panels.
- Owner shall maintain the existing keycard system used for resident access to laundry facilities.
- In all units, install one USB charging port in each kitchen, living room, and all bedrooms (VHDA).

## **DIVISION 32: EXTERIOR IMPROVEMENTS**

### **Paving**

- Repair/replace any damaged bituminous paving. (VHDA) Seal coat and re-stripe all parking lots, including handicap accessible parking spaces, aisles, and logos.
- Repair all damaged sidewalks and concrete curbing and modify/replace existing walks to provide accessible routes to accessible units and common areas where shown on the architectural and civil site plans. (VHDA)
- Provide accessible curb cuts at new accessible parking spaces.
- Provide handicap accessible parking signage at each accessible parking space and a van accessible sign at the Van Accessible Space.
- Repair all concrete that is cracked, crumbling, spalled, settling, heaving, or may be a safety issue. (VHDA)
- New sidewalks: Minimum width of sidewalks is to be 3'. Sidewalks that are located perpendicular to parking spaces are to be minimum of 5' wide, excluding curb. Provide gravel and sand base under walks when required by the soil report. Provide control and expansion joints (VHDA).

### **Site Improvements**

- Identify areas that require grading to drain water away from buildings and areas where adjoining grades are higher than finished floor of buildings: (VHDA)
  - a) Provide a minimum distance of 6 inches between finished grade or mulch beds, and the bottom of siding and window sills.
  - b) Provide a minimum of 5% slope away from foundation walls, for a minimum distance of 10 feet.
  - c) Provide alternate solutions acceptable to VHDA when required grades, slopes, or other site conditions make the above requirements infeasible.
- Identify areas that require grading to drain water away from buildings and areas where adjoining grades are higher than finish floor of buildings, (VHDA).
- Cleanout existing underground piped roof drainage. Verify existing slopes are adequate for proper drainage (VHDA).
- Remove existing wood surrounds and provide new three-sided brick surround and bollards at each of eleven dumpsters. Dumpsters on the accessible route are to meet accessibility requirements. Where brick surrounds are existing, they shall be modified to be accessible. (VHDA)
- Upgrade two existing playgrounds with new playing surface and accessible playground components.
- Install new site benches and trash receptacles.
- Provide new USPA approved pedestal mail boxes at existing locations.



**Landscaping/Plantings**

- Grade to avoid standing water. Provide a smoothly graded transition from disturbed to undisturbed areas. All areas which have dead grass are to be tilled. Install seed and straw, and/or landscape all bare and disturbed areas. Finish grade with clean topsoil. Provide ground cover materials or sod for slopes steeper than 20%. Provide foundation plantings in front of all buildings (VHDA).
- Provide new plantings throughout the property.

**DIVISION 33: Utilities**

- Video all sewer lines connecting buildings with public sewer if lines are constructed of galvanized iron, terra cotta or clay. Repair or replace all corroded, damaged, settled underground sewer lines. Provide report of video findings to VHDA and include repair/replacement costs.(VHDA)

K

Documentation of  
Development Location:

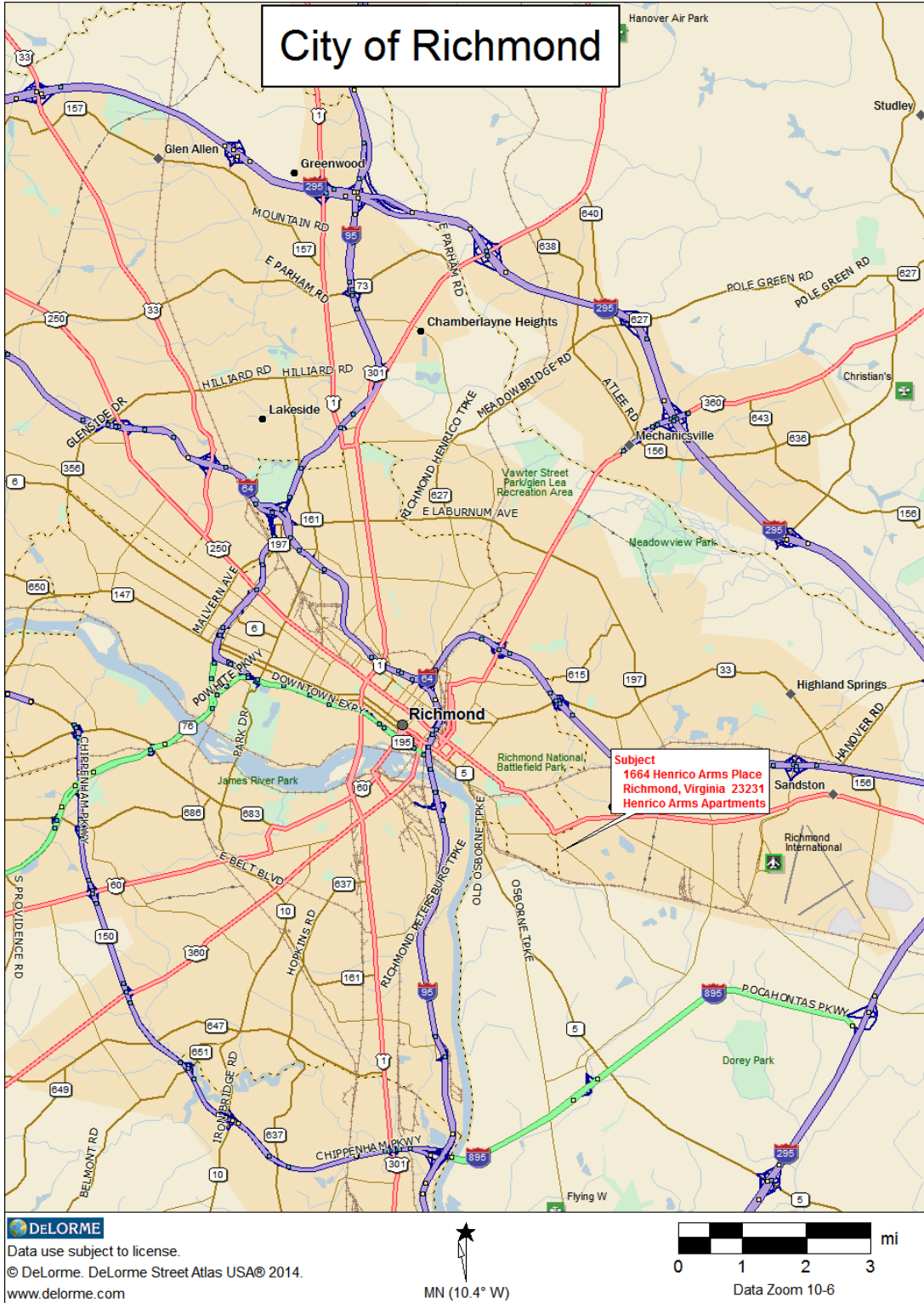
K.1

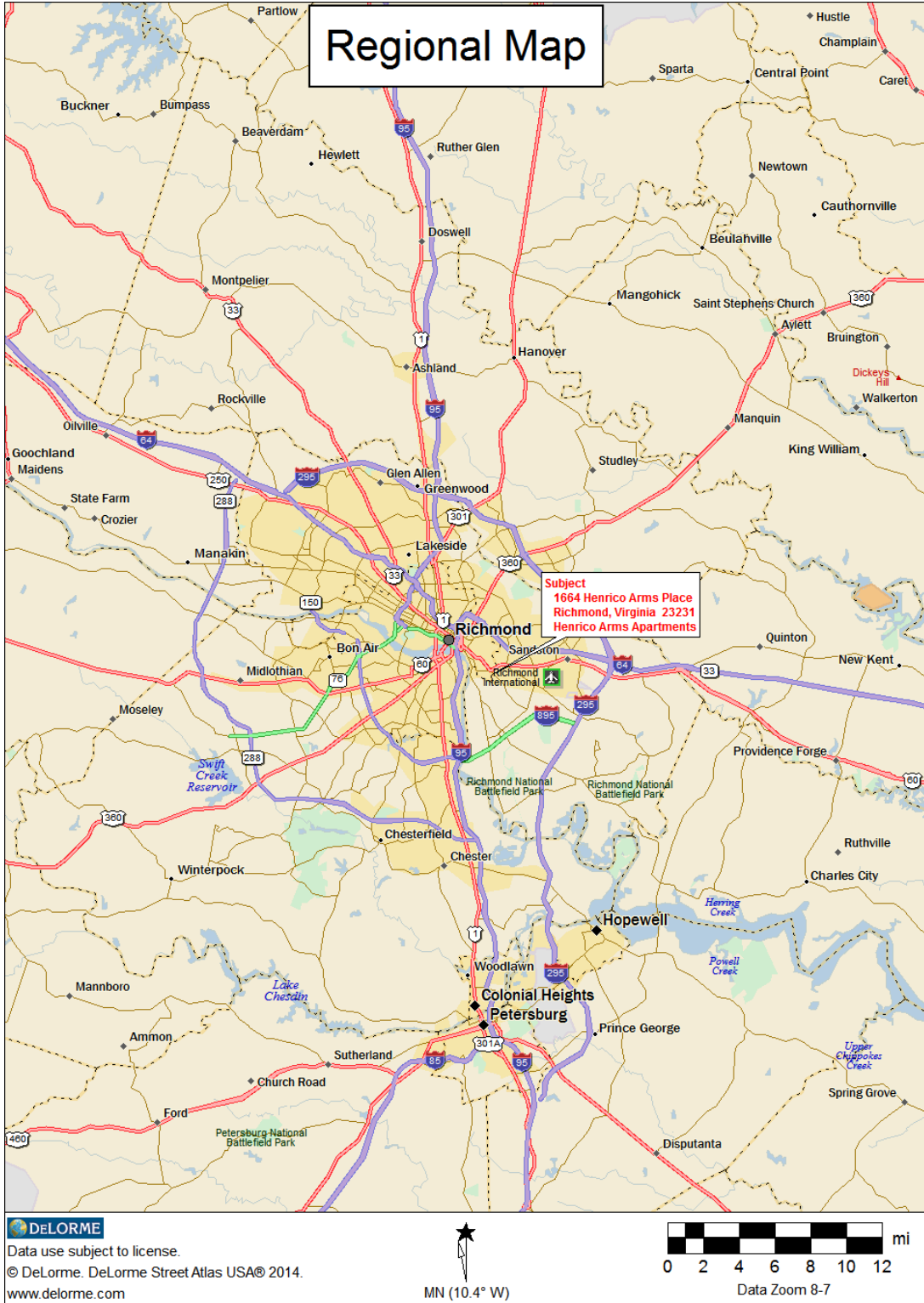
Revitalization Area  
Certification

**Tab K - Revitalization Area Certification -- N/A**

K.2

Location Map



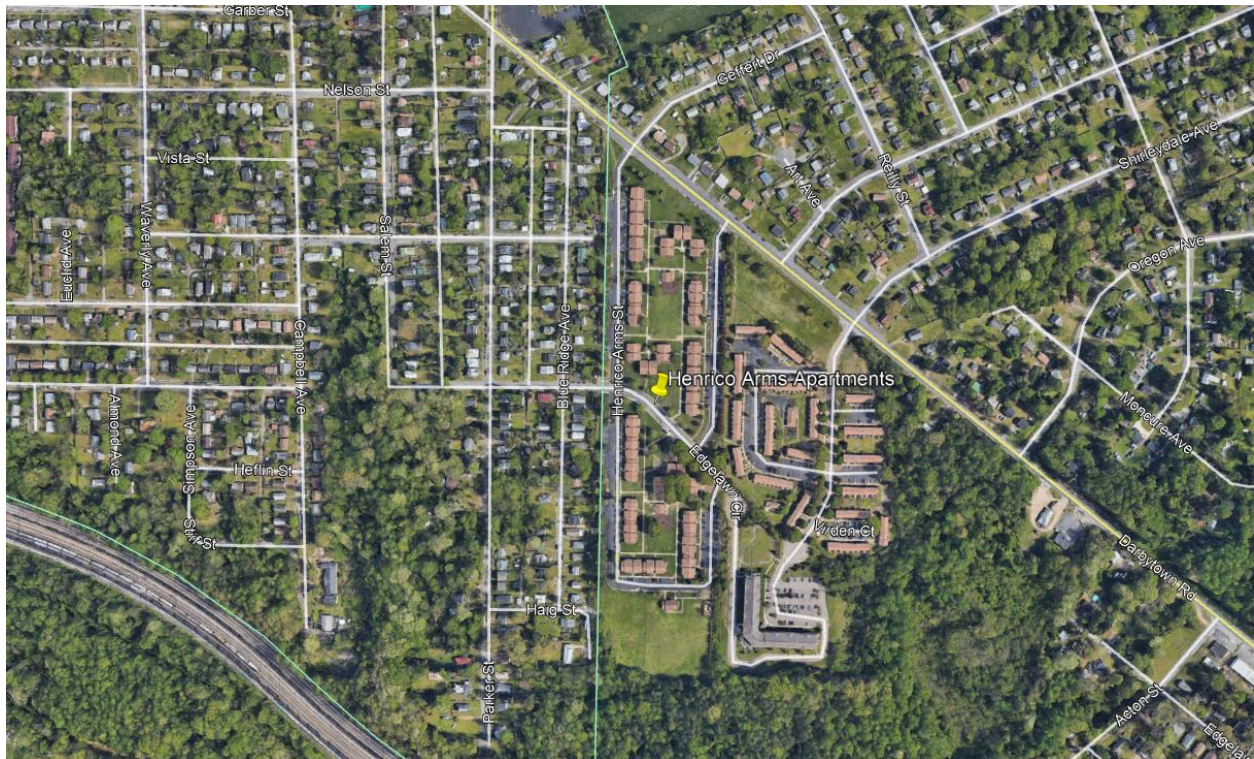




### Description of Neighborhood

The subject neighborhood is located in the eastern portion of the City of Richmond, Virginia. The neighborhood has the following boundaries: North – Darbytown Road; South – CSXT Railroad; East - Shirleydale Avenue; and West – Henrico Arms Street. Single-family residences are located north of the site. Vacant land is located south of the site. Multifamily dwellings are located east of the subject. Single-family residences are located west of the subject. The subject neighborhood is comprised primarily of single-family residences, multifamily dwellings and commercial properties and is 80 percent built up. Approximately 45 percent of the land use is made up of single-family residences. About 20 percent is comprised of multifamily dwellings. Another 20 percent of the land use is made up of vacant land. The remaining 15 percent is commercial properties. The subject neighborhood is in average condition with average appeal. There are no known nuisances in the neighborhood.

According to AreaVibes, approximately 348 per 100,000 residents are victims of a violent crime annually, and approximately 2,971 per 100,000 residents are victims of a property crime each year. The crime rate for Richmond is 67.0 percent higher than for the nation. The total number of crimes in the city has decreased 25.0 percent within the past year, according to AreaVibes. There is a 1 in 201 chance of being the victim of a violent crime and a 1 in 24 chance of being the victim of a property crime. The life cycle is generally in the stability stage. Therefore, there are no major adverse influences or hazards observed or known by the appraiser in the immediate surrounding area.





K.3

Surveyor's Certification of  
Proximity to Public  
Transportation



SGC Engineering, LLC  
a Lloyd's Register Company

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

DATE: July 16, 2018

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

RE: 2018 Tax Credit Reservation Request

Name of Development: Henrico Arms

Name of Owner: Henrico Arms-Richmond Limited Partnership

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 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**

1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.



SGC Engineering, LLC  
\_\_\_\_\_  
Print Name  
By:   
\_\_\_\_\_  
Its: Professional Land Surveyor  
Title

SGC Engineering, LLC  
a Lloyd's Register Company



L

PHA/Section 8 Notification  
Letter

**Tab L - PHA/Section 8 Notification Letter – N/A**

M

Locality CEO Response  
Letter

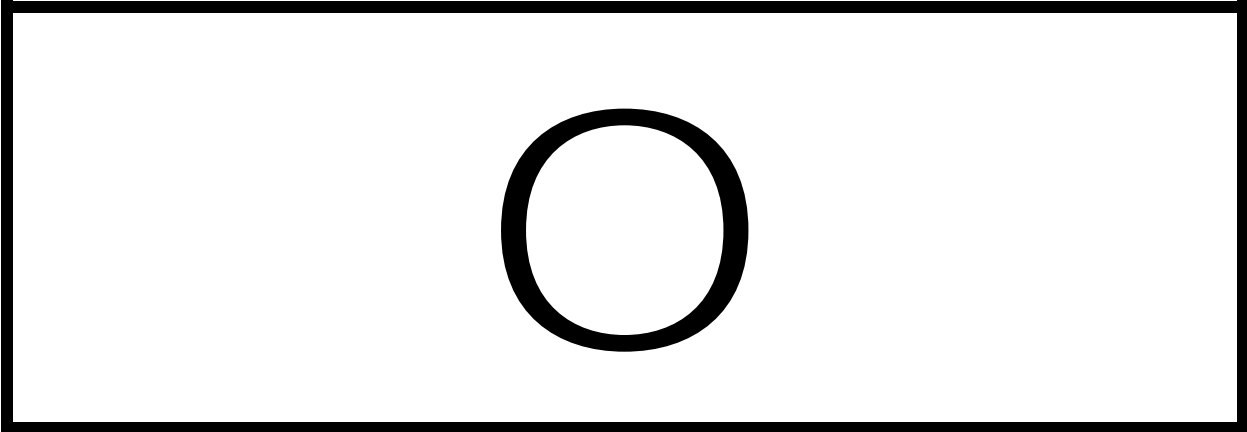
**Tab M - Locality CEO Response Letter – N/A**

**N**

Homeownership Plan

**Tab N - Homeownership Plan – N/A**





O

Plan of Development  
Certification Letter

**Tab O - Plan of Development Certification Letter-- N/A**

P

Copies of 8609s to  
Certify Developer  
Experience and  
Partnership agreements

**Tab P – Developer Experience – Option #1\* — Summary Table of Six (6)  
LIHTC Developments**

\*Sponsor is providing evidence that the controlling general partner has developed six (6) LIHTC developments.

#	Property Name	Name of Owner	Controlling General Partner	City	State	LIHTC Type	Total Units	LIHTC Units	Market Rate Units	Placed in Service	
										Date (Rehab)	8609(s) Issue Date
1	North Jefferson Square	Jefferson-Newport News Limited Partnership	Jefferson-Newport News GP, LLC*	Newport News	VA	4% Rehab	100	100	0	12/15/2014	06/15/2015
2	Wilson Pines	Wilson-Pines Suffolk Limited Partnership	Wilson Pines-Suffolk GP, LLC*	Suffolk	VA	4% Rehab	104	104	0	12/16/2014	05/07/2015
3	Power Town Apartments	Power Turner Falls Limited Partnership	Power Turner Falls GP, LLC*	Turners Falls	MA	4% Rehab	82	82	0	07/07/2016	08/16/2016
4	Louis Baret Residence	Louis Baret Residence Limited Partnership	LBR-Lynn GP, LLC**	Lynn	MA	4% Rehab	145	145	0	12/09/2016	05/18/2017
5	Sebastian Villa	Sebastian-Neptune Urban Renewal, LLC	Sebastian-Neptune MM, LLC**	Neptune	NJ	4% Rehab	171	171	0	03/16/2017	12/08/2017
6	Adams Templeton	AT-Dorchester Limited Partnership	AT-Dorchester GP, LLC***	Dorchester	MA	4% Rehab	76	76	0	05/15/2017	09/25/2017
<b>TOTAL/AVERAGE</b>							<b>678</b>	<b>678</b>	<b>0</b>		

\* Managed by Christopher R. Poulin and Roger J. Gendron.

\*\* Managed by Silver Street Development VIII, LLC via managers Christopher R. Poulin and Roger J. Gendron.

\*\*\* Managed by Silver Street Holdings VII, LLC via managers Christopher R. Poulin and Roger J. Gendron.

**Tab P – Developer Experience – Option #1\* — Documentation for North  
Jefferson Square**

- Form 8609(s)
- Owner’s Operating Agreement and Supporting Documentation
- Organizational Chart

**AGREEMENT OF LIMITED PARTNERSHIP OF  
JEFFERSON-NEWPORT NEWS LIMITED PARTNERSHIP**

THIS AGREEMENT OF LIMITED PARTNERSHIP OF JEFFERSON-NEWPORT NEWS LIMITED PARTNERSHIP is entered into as of the 20<sup>th</sup> day of March, 2013 by and between JEFFERSON-NEWPORT NEWS GP, LLC, a Maine limited liability company, as General Partner, and CHRISTOPHER R. POULIN, as Initial Limited Partner (collectively, the General Partner and the Initial Limited Partner, the "**Partners**").

The Partners desire to form a Virginia limited partnership to acquire certain land more particularly described on Exhibit A attached hereto (the "**Land**") and, to acquire, develop, own, construct, rehabilitate, operate, lease and manage thereon an apartment project to be known as "Jefferson Square Apartments" (the "**Project**"), that qualifies for federal income tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Code**").

NOW, THEREFORE, in consideration of the capital contributions of the Partners hereinafter described, the Partners hereby agree as follows:

1. **Formation.** The Partners hereby form a limited liability limited partnership (the "**Partnership**") pursuant to the Virginia Uniform Limited Partnership Law (the "**Law**"). The General Partner shall immediately execute and file in the office of the Virginia State Corporation Commission the Certificate of Limited Partnership for the Partnership.

2. **Name.** The name of the Partnership is Jefferson-Newport News Limited Partnership and its business shall be conducted under that name.

3. **Purposes.** The purposes of the Partnership are to acquire the property commonly known as "Jefferson Square Apartments" in order to create, develop, construct, rehabilitate and finance the Project and own, manage, mortgage, lease, exchange, sell or otherwise transfer or dispose of the Project. The Partnership is empowered to do all things necessary to carry out the foregoing purposes and all business activities necessary or related thereto. The General Partner is directed and empowered to take such action on behalf of the Partnership as may be necessary to accomplish its purposes.

3.1. The Partnership is authorized to (a) engage in any activity; (b) enter into, perform and carry out contracts of any kind, and (c) do all things necessary and proper for the protection and benefit of the Partnership, including, without limiting the generality of the foregoing, borrowing whatever amounts may be required for the acquisition of the Land and the redevelopment, construction and rehabilitation of the apartment complexes on the Land and paying the expenses of owning and operating the Project.

3.2. The Partnership, by its General Partner, is authorized to execute notes and mortgages to secure an acquisition and construction/rehabilitation loan and a permanent loan, and to execute any and all documents, agreements, mortgages, security agreements

and certificates required in connection with such mortgage loans and the acquisition, construction, rehabilitation, development, improvement, maintenance and operation of the Project and all other property owned by the Partnership in connection with the Project (the "Property" or "Partnership Property"), or as may be otherwise required in connection therewith.

4. **Term.** The term of the Partnership shall commence on the later of the date of this Agreement or the recordation of the Certificate of Limited Partnership and exist in perpetuity; provided, however, that the Partnership shall be dissolved prior to such date on (a) any disposition by the Partnership of its entire interest in the Project or property which may be acquired by the Partnership in exchange therefor, or (b) the action of the Partners to terminate the Partnership in accordance with the provisions of Paragraph 22 hereof, or (c) the withdrawal of a General Partner as provided in Paragraph 20 hereof with no General Partner remaining as a Partner of the Partnership.

5. **Principal Office.** The principal office of the Partnership shall be maintained at 33 Silver Street, Suite 300, Portland, ME 04101, or at such other place as the General Partner may from time to time determine.

6. **Statutory Agent.** The name and address of the statutory agent for service of process is:

National Corporate Research, Ltd.  
250 Browns Hill Court  
Midlothian, VA 23114

7. **General Partner.** Jefferson-Newport News GP, LLC is the initial General Partner and shall have the interest set forth opposite its name in Paragraph 10. The address of the General Partner is set forth below its signature at the end of this Agreement.

8. **Limited Partner.** Christopher R. Poulin is the initial Limited Partner. The Limited Partner shall have the interest in the Partnership set forth opposite his name in Paragraph 10. The address of the Limited Partner is set forth below his signature at the end of this Agreement.

9. **Capital Contributions.** Each Partner shall contribute to the capital of the Partnership not less than the cash amount set forth opposite its name below:

<u>General Partner</u>	<u>Capital Contribution</u>
Jefferson-Newport News GP, LLC	\$1
<u>Limited Partner</u>	
Christopher R. Poulin	\$99

No Partner shall be required to make any additional capital contribution, but any Partner, at any time with the consent of the General Partner, may make further and additional



contributions; provided, however, that the division of profits and losses provided in Paragraph 10 hereof shall not be altered, nor shall a Partner's percentage interest be increased because of such additional capital contributions.

10. **Profits, Losses, Cash Flow and Cash Proceeds.**

a. Profits, losses, tax credits and cash flow from operations (and not from a sale, refinancing or other disposition of the Project or any other transaction not in the ordinary course of the Partnership's business) shall be allocated or distributed, as the case may be, among the Partners as follows:

<u>General Partner</u>	<u>Percentage</u>
Jefferson-Newport News GP, LLC	0.01%
<u>Limited Partner</u>	
Christopher R. Poulin	99.99%

b. Profits and losses from a sale, refinancing or other disposition of the Project or any other transaction not in the ordinary course of business shall be allocated or distributed, as the case may be, among the Partners in the following order of priority:

(i) First to each class of Partners (without preference as to class) having a negative balance in their Capital Accounts, in the proportion that such class of Partners' negative Capital Accounts bears to the total of all of the Capital Accounts of Partners having negative Capital Accounts until such negative Capital Accounts equal zero; and

(ii) Any remaining net profits and losses will be allocated as follows:

<u>General Partner</u>	<u>Percentage</u>
Jefferson-Newport News GP, LLC	0.01%
<u>Limited Partner</u>	
Christopher R. Poulin	99.99%

If the amount of net profits available to be allocated pursuant to clause (i) above is less than that referred to in such clause, then allocation of net profits between the classes of Partners pursuant to such clause shall be made on a pro rata basis, according to the amount which would have been allocated to such class if the full amount were available to allocate. All losses attributable to the sale or the disposition of all or a substantial part of the assets of the Partnership shall be allocated to the Partners to the extent of their respective positive Capital Account balances and shall be allocated based on the interests of the Partners provided in subparagraph (b)(ii) above. To the extent such losses are incurred

in the final sale of the Partnership's assets the losses shall not reduce the Capital Account of any Partner below zero.

c. The cash proceeds available to the Partners from a sale, refinancing or other disposition of the Property or any other transaction not in the ordinary course of business, shall, after establishing such reserves as the General Partner may deem appropriate, be distributed as follows:

(i) To each class of Partners (without preference as to class) to the extent of the positive balance in their respective Capital Accounts, in the proportion that such class of Partners' positive Capital Accounts bears to the total of all of the Capital Accounts of Partners having positive Capital Accounts; and

(ii) The balance, if any, of such proceeds shall be distributed based on the interests of the Partners set forth in subparagraph (b)(ii).

d. For purposes of the above, "Cash Flow" is defined to mean "net profits" derived from all property owned by the Partnership as ascertained through the use of standard, generally accepted accounting practices, except that (a) depreciation of buildings, improvements, furniture, fixtures, furnishings and equipment shall not be taken into account, (b) mortgage amortization paid by the Partnership in the discretion of the General Partner for capital improvements shall be considered a deduction, and (c) if the General Partner shall so determine, a reasonable reserve shall be deducted to provide funds for improvements or for any other contingencies of the Partnership. The Cash Flow of the Partnership for each calendar year shall be distributed to the Partners within a reasonable time after the end of such year.

e. The Partnership shall maintain on its books and records a capital account for each Partner (a "**Capital Account**"), which shall be increased by the amount of all cash contributions and the adjusted basis of property (net of any liabilities assumed by the Partnership and any liabilities to which such property is subject) contributed to the capital of the Partnership by, and the amount of any taxable income, exempt income and gains of the Partnership allocated after the date hereof to, such Partner and shall be decreased by the amount of all cash and the Partnership's adjusted basis for any distributed property (net of liabilities assumed by such Partner and liabilities to which such property is subject), such Partner's share of any Partnership expenditures which are not deductible in computing taxable income and not normally chargeable to the Capital Account, and the amount of any taxable loss allocated to such Partner. The Capital Account of a Partner shall not be decreased by the payment of any fee to, or the reimbursement of any expense incurred by, such Partner, nor shall the Capital Account be increased by the failure to pay any fee to, or the failure to reimburse any expense incurred by, a Partner.

Except as otherwise specifically provided for herein, whenever it is necessary to determine the Capital Account of any Partner, the Capital Account of the Partner shall be determined after giving effect to all allocations of taxable income, gain and loss attributable to transactions effected prior to the time such determination is made and all distributions theretofore made for such year, under this Paragraph 10. The Capital Account will be

adjusted by any excess gain or loss incurred by reason of an election pursuant to Section 754 of the Code. Any transferee of an interest in the Partnership shall have a Capital Account which reflects the Capital Account of the transferor immediately preceding such transfer. All distributions made to the Partners as a result of a sale, refinancing or other disposition of the Property or any other transaction not in the ordinary course of business shall be treated as having been made and charged to their respective Capital Accounts prior to the allocation of income and gain or loss pursuant to this Paragraph 10.

f. No Partner with a negative balance in its Capital Account shall be obligated to restore such negative balance or to make a contribution to the capital of the Partnership solely by reason thereof; provided, however, that any Partner with a negative balance in its Capital Account following (i) the expiration of the term or the dissolution of the Partnership as set forth in Paragraph 4 hereof, (ii) the completion of the adjustments to its Capital Account required to reflect the termination of the Partnership and the allocations and distributions to the Partners pursuant to this Paragraph 10 and (iii) the delivery to the Partner of a certificate from the Partnership's accountants, prepared in good faith and at the expense of the Partnership, setting forth the calculation of such Partner's negative capital Account balance, shall be obligated to pay the Partnership (within ten [10] days after the receipt of such certificate) an amount equal to the negative balance in its Capital Account.

11. **Losses of Limited Partners.** Notwithstanding anything to the contrary contained herein, the liability of the Limited Partner for payment of any losses of the Partnership shall in no event exceed their required contributions to the capital of the Partnership. For purposes of Partnership accounting, however, all Partnership losses shall be charged against the Capital Accounts of the Partners in the ratios set forth in Paragraph 10, and if a negative balance appears in the Capital Account for any Partner, such negative balance shall be offset by any future net profits of the Partnership allocable to said Partner.

12. **Salaries, Drawings and Interest on Capital Contributions.** No Partner whether General or Limited, shall receive any salary or drawings for services rendered on behalf of the Partnership in the Partner's capacity as Partner except as herein otherwise provided, nor shall any Partner receive interest on its contributions to the capital of the Partnership.

13. **Advances.** If any Partner shall advance any monies to the Partnership in excess of the Partner's agreed capital contribution to the Partnership expressly provided for herein, the amount of such advance shall not be an increase of the Partner's capital contribution or entitle the Partner to any increase in the Partner's share of the distributions of the Partnership, nor subject the Partner to any greater proportion of any losses which the Partnership may sustain, but the amount of any advance shall be a debt due from the Partnership to such Partner and, unless otherwise provided and agreed, shall be repaid to the Partner under such additional terms as agreed to at the time of the advance. Any and all advances of any type, whether past or future, shall be repaid with simple interest at the "Prime Rate" of interest announced in the Wall Street Journal, or other similar periodical, as may be approved by the Partners, in effect from time to time plus one percent (1%) or at such other rate as may be agreed to by the parties.

14. **Management, Duties and Restrictions.**

a. The General Partner shall devote such time to the Partnership as reasonably shall be required for its welfare and success.

b. No Limited Partner will participate in the management of the Partnership business unless such Partner is also a General Partner and then only in the Partner's capacity as a General Partner. A Limited Partner shall have the right to withdraw its capital contribution only upon the termination of the Partnership as provided herein, provided, however, that no part of the capital contribution of a Limited Partner shall be withdrawn unless all liabilities of the Partnership, except liabilities to Partners on account of advances and/or capital contributions, have been paid or unless the Partnership has assets sufficient to pay them. Except as otherwise provided in Paragraph 23 hereof, a Limited Partner shall not have the right to demand or receive property other than cash in return for its contribution. The initial Limited Partner shall be entitled to be paid capital contributions under the circumstances described in Paragraph 18 hereof.

c. The Limited Partner hereby consents to the employment, when and if required, of such brokers, consultants, managers and other agents, contractors, accountants and attorneys as the General Partner may from time to time determine. The fact that a General Partner or a person or entity affiliated with a General Partner is employed or is directly or indirectly interested in or connected with any other person, firm or corporation employed to render or perform a service, or from which the Partnership may purchase any property, shall not prohibit the General Partner from such employment or employing such person, firm or corporation, or from otherwise dealing with him or it. The general contractor shall be selected by the General Partner. All such dealings under this Paragraph shall be on an arm's length basis.

d. The General Partner and the Limited Partner each may engage in or possess an interest in other business ventures of any nature and description, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management or development of apartments and other real property, and neither the Partnership nor any of the Partners thereof shall have any rights by virtue of this Agreement in or to such independent ventures or to the income or profits derived therefrom.

e. If at any time there is more than one General Partner serving hereunder, each General Partner may from time to time, by an instrument in writing, delegate all or any of its powers or duties hereunder to another General Partner. Such writing shall authorize fully such other General Partner to act alone without the requirement of any act or signature of the other General Partner(s), to take any action of any type and to do anything and everything which the General Partner may be authorized to take or do hereunder, and specifically, without limitation of such authority, to execute, sign, seal and deliver in the name and on behalf of the Partnership:

(1) Any note, mortgage, assumption of mortgage or other instrument, document or agreement in connection with the acquisition, construction, rehabilitation, ownership, development and operation of the Property;

(2) Any deed, lease, mortgage, mortgage note, bill of sale, contract or any other instrument, document or agreement purporting to convey or encumber the real or personal property of the Partnership;

(3) Any and all agreements, contracts, documents, certifications and instruments whatsoever involving the development, management, maintenance and operation of the Project, including the employment of such persons as may be necessary therefor; or

(4) Any and all instruments or documents requisite to carrying out the intention and purpose of this Agreement, including, without limitation, the filing of all business certificates, the Certificate of Limited Partnership, all amendments thereto and documents required or deemed advisable in connection with any financing; provided, however, that any such delegation shall not relieve the General Partner making such delegation of liability as a General Partner for Partnership obligations under this Agreement. The delegation by a corporate General Partner of its duties hereunder to another General Partner hereunder shall be evidenced by an instrument in writing which is signed by the President or the Secretary of the corporation which is the ultimate parent corporation of such delegating corporate General Partner.

15. **Banking.** Withdrawals from any Partnership bank account or accounts shall be made upon such signature or signatures as the General Partner designates or as may otherwise be designated under the terms of Paragraph 14(e).

16. **Execution of Documents.** All documents of any nature required to be signed on behalf of the Partnership shall be signed by the General Partner or all General Partners if at the time there is more than one General Partner, unless a General Partner has delegated its duties hereunder to another General Partner in accordance with this Agreement and all documents signed by any corporate General Partner shall be executed on behalf of such corporate General Partner by the President or Secretary of the corporation which is the ultimate parent corporation of such corporate General Partner or such other person as may be specifically authorized by the Board of Directors or the stockholders of such corporate General Partner. Without limiting the generality of this authorization, a General Partner shall have full power to execute any document necessary or desirable to effect the purposes of the Partnership as set forth in Paragraph 3, 3.1 and 3.2, to execute deeds, mortgages, notes and leases, to sell all or any part of the Project and all other Partnership property and, in particular, for purposes of executing any and all notes, mortgages, construction/rehabilitation loans or other agreements, and any and all documents required to deemed necessary for the purposes of the Partnership.

17. **Books.** The Partnership shall maintain full and accurate books in its principal office or such office as shall be designed for such purposes by the General Partner and all Partners shall have the right to inspect and examine such books at reasonable times. The books shall be closed and balanced at the end of each calendar year. Annual statements showing the Partnership profits and losses for the calendar year and indicating the share of profit or loss of each Partner for income tax purposes shall be prepared by the

accountants for the Partnership and distributed to the Partners within a reasonable time after the close of each calendar year.

18. **Transferability of General and Limited Partnership Interests.** A General Partner shall not retire or withdraw from the Partnership or transfer, sell, alienate, assign, encumber or otherwise dispose of all or any part of the General Partner's interest in the Partnership, whether voluntarily or involuntarily, or by operation of law, or at judicial sale or otherwise, or admit any additional or successor General Partner without first obtaining the written consent of a majority in interest of the Limited Partner. A Limited Partner may sell or assign the Limited Partner's interest in the Partnership or portion thereof only as permitted by this Paragraph 18.

A Limited Partner shall not have the right to substitute an assignee or transferee as a Limited Partner in its place. The General Partner, however, shall have the right to permit such assignee or transferee to become a substituted Limited Partner and any such permission by the General Partner shall be binding and conclusive without the consent or approval of any Limited Partner. Any such approved assignee or transferee, as a condition of becoming a Substitute Limited Partner, shall agree to be bound by the provisions of this Agreement, and also shall agree to accept such other terms and conditions as the General Partner may determine in its sole discretion. Each Substitute Limited Partner shall execute such instruments as shall be required by the General Partner to signify such its agreement to be bound by all provisions of this Agreement as last amended.

The General Partner hereby is constituted the attorney-in-fact of each Limited Partner to execute, acknowledge and deliver such instruments as may be necessary or appropriate (a) to carry out the provisions of this Paragraph 18, including amendments to the schedules in Paragraphs 9 and 10, amendments to the Certificate of Limited Partnership required by statute, business certificates and the like, and (b) to effect the purposes of the Partnership as set forth in Paragraph 3.

An assignee of the interest of a Limited Partner who does not become a Substitute Limited Partner as provided aforesaid and who desires to make a further assignment of its interest shall be subject to the provisions of this Paragraph 18 to the same extent and in the same manner as any Limited Partner desiring to make an assignment of its interest.

19. **Restrictions on Authority.** The Partnership shall be bound by the terms of the mortgage notes, mortgage deeds, any other documents and agreements required in connection with any loan and mortgage for the development of the Project (hereinafter referred to as the "**Mortgage Documents**"). No Partner shall knowingly do anything which would result on a breach of any covenant of the Partnership in any of the Mortgage Documents. Any incoming Partner as a condition of receiving an interest in the Partnership Property, shall agree to be bound to such extent by the terms of the Mortgage Documents. Upon any dissolution of the Partnership, or any transfer of the Project, no title or right to the possession and control of the Project and no right to collect the rents therefrom shall pass to any person or entity who is not, or does not, become bound by the Mortgage Documents.

20. **Withdrawal of General Partner.** In the event of the death, resignation, withdrawal, insolvency, bankruptcy, or assignment or transfer of interest (collectively "**withdrawal**") of a General Partner, without the consent of the other Partners if there is a General Partner remaining, the interest of the Partner as to which withdrawal occurred shall be converted to that of a Limited Partner and if there is no General Partner remaining in the Partnership, the Partnership may be continued if the other surviving or remaining competent Partners so elect. The other surviving or remaining competent Partners shall determine whether to continue the Partnership no later than thirty (30) days following the withdrawal of the sole General Partner, and in any event shall, within thirty (30) days, provide for a new General Partner if the withdrawal of such General Partner would otherwise leave no remaining General Partner.

21. **Dissolution or Death of a Limited Partner.** The dissolution or death of a Limited Partner shall not dissolve or terminate the Partnership. In the event of such dissolution or death, the successor to or the personal representative of the dissolved or deceased Limited Partner shall have the rights of a Limited Partner in the Partnership to the extent of the dissolved or deceased Limited Partner's interest therein, subject to the terms and conditions of this Agreement.

22. **Termination Prior to End of Term.** The Partnership may be terminated with the approval of a majority in interest of the Partners prior to the end of its term after at least thirty (30) days' prior written notice to the Partners; provided, however, that nothing contained in this sentence shall diminish or otherwise negate the obligations of the General Partner contained in this Agreement until termination has taken place.

23. **Distributions on Termination.** In the event of the dissolution and termination of the Partnership, the General Partner shall liquidate the partnership and the proceeds of such liquidation of the Partnership shall be applied and distributed in the following order of priority:

a. To the payment of the debts and liabilities of the Partnership (other than to loans or advances that may have been made by the Partners to the Partnership) and the expenses of liquidation.

b. To the setting up of any reserves which the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership.

c. To the repayment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof.

d. Any balance remaining shall be distributed among all of the Partners, General and Limited, as follows:

(1) In the event the Partnership assets shall have been sold, the net proceeds shall be distributed to each Partner in satisfaction of the Partner's interest in the Partnership in the manner provided in Paragraph 10.

(2) In lieu of sale, the Partnership assets, subject to Paragraph 19 hereof, shall be distributed in kind, each Partner accepting an undivided interest in the Partnership's assets subject to its liabilities in satisfaction of the Partner's interest in the Partnership.

In the event of a liquidating distributions of the Partnership Property in kind, the fair market value of such Property shall be determined by averaging the appraisals of two (2) appraisers selected by the General Partner, or by any other mutually acceptable method, and each Partner shall receive an undivided interest in such Property equal to the portion of the proceeds to which the Partners would be entitled under Paragraph 10 hereof if such Property were sold.

24. **Procedures on Termination.** A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partner to minimize the normal losses attendant upon a liquidation. Each of the Partners shall be furnished with a statement prepared by the Partnership's independent certified public accountants, which shall set forth the assets and liabilities of the Partnership as of the date of complete liquidation. Upon the General Partner's complying with the distribution plan set forth in Paragraph 23 hereof, the Limited Partner shall cease to be such, and the General Partner, as the sole remaining Partner of the Partnership, shall execute, acknowledge and cause to be filed a Certificate of Cancellation of the Certificate of Limited Partnership.

25. **Limit on General Partner Liability.** Notwithstanding anything in this Agreement to the contrary, no General Partner shall be liable for the return of the capital contributions of the Limited Partner or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

26. **Indemnification.** Neither the Partnership nor any Partner shall have any claim against any General Partner, and the Partnership shall indemnify each General Partner against any liability incurred by a General Partner, provided that the act or omission giving rise to such claims or liabilities was performed by the General Partner for and on behalf of the Partnership and in furtherance of the Partnership's interests, and was performed in good faith in the belief that the General Partner was acting within the scope of the General Partner's authority under this Agreement. The foregoing shall not relieve any General Partner of liability for negligence or malfeasance.

27. **Notices.** All notices provided for in this Agreement shall be directed to the Partners at their respective addresses set forth below their signatures at the end of this Agreement or to such other address as may, from time to time, be furnished by a Partner to the Partnership at its principal office by personal delivery to the corporate secretary or by registered or certified mail.

28. **Amendments.** This Agreement may be modified or amended at any time by all the Partners.



29. **Binding Effect.** This Agreement shall be binding upon all the parties and their respective heirs, successors, assigns and transferees.

30. **Agreement in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding upon all of the parties hereto, notwithstanding that all the parties are not signatories to the original or same counterpart.

31. **Applicable Law.** This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of the State of Virginia.

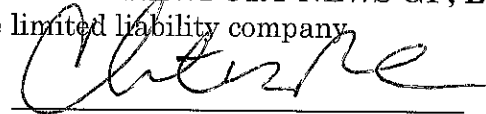
32. **Word Meanings.** The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely as a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

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

**GENERAL PARTNER:**

**JEFFERSON-NEWPORT NEWS GP, LLC**, a  
Maine limited liability company

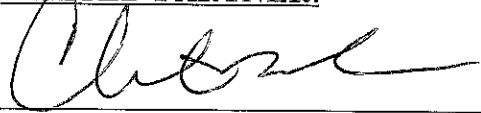
By:



Christopher R. Poulin  
Manager/Member

Address:  
33 Silver Street, Suite 300  
Portland, ME 04101

**LIMITED PARTNER:**



Christopher R. Poulin, in an individual  
capacity

Address:  
33 Silver Street, Suite 300  
Portland, ME 04101

**EXHIBIT A**

**THE LAND**

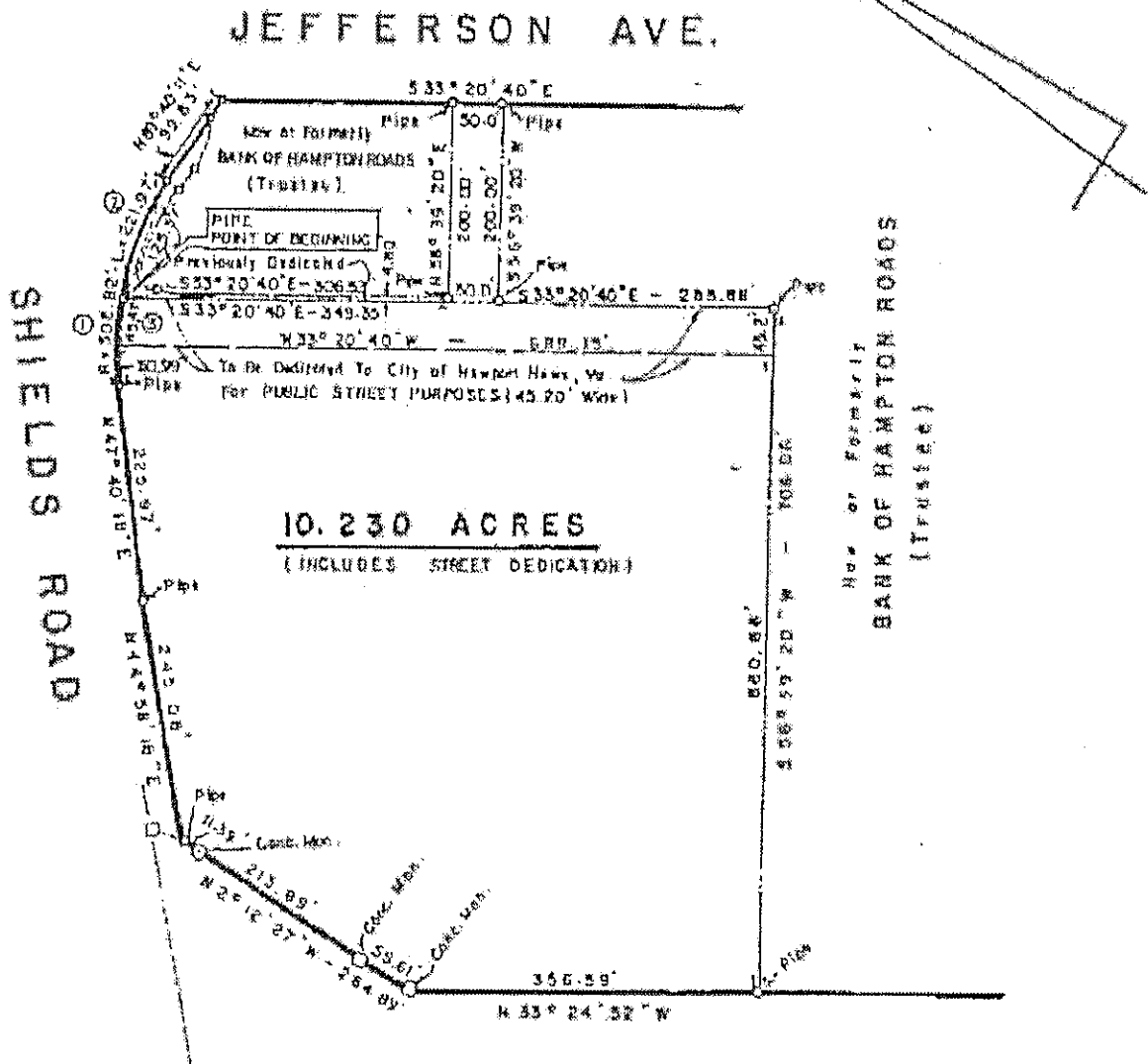
1066/1121

THIS IS TO CERTIFY THAT I, ON AUGUST 19, 1983 SURVEYED THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDING ARE AS SHOWN ON THIS PLAT.

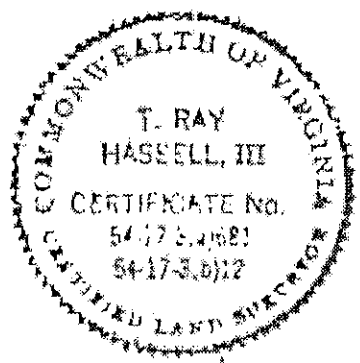
THE IMPROVEMENTS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OR VISIBLE EASEMENTS, EXCEPT AS SHOWN.

SIGNED *T. Ray Hassell, III* L.S.

- CURVE NO. 1 = Chord: 95.99' Chord Bearing: N 56° 47' 30" E
- CURVE NO. 2 = Chord: 124.67' Chord Bearing: N 65° 54' 39" E
- CURVE NO. 3 = Chord: 45.37' Chord Bearing: N 61° 36' 44" E



INTERSTATE ROUTE NO. 64



PHYSICAL SURVEY

OF PART OF PARCEL 2 PORTION OF THE "HARWOOD TRACT"

NEWPORT NEWS, VA.

FOR

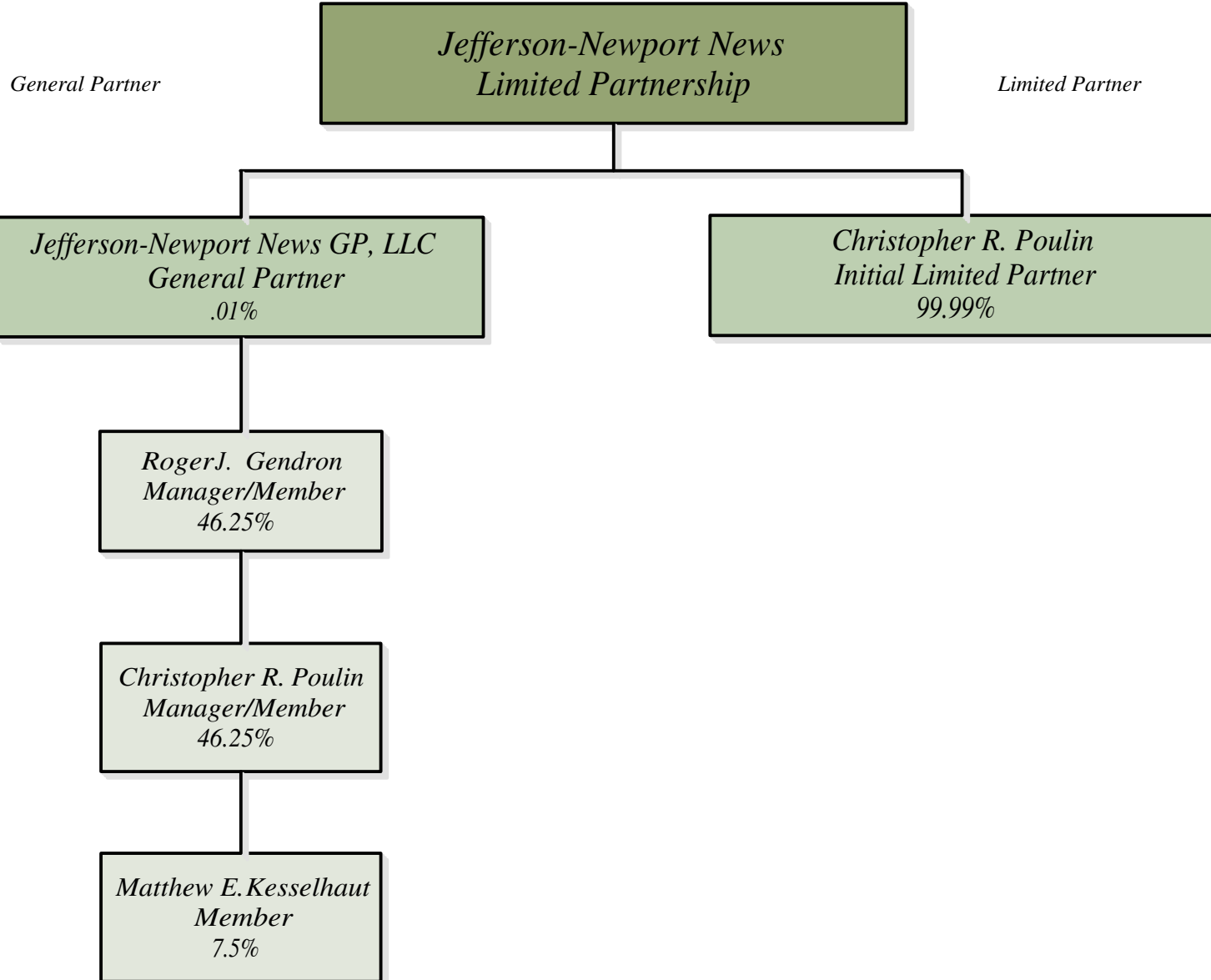
NORTH JEFFERSON SQUARE ASSOCIATES A VIRGINIA LIMITED PARTNERSHIP

SCALE 1" = 200'

HASSELL & FOLKES SURVEYORS & ENGINEERS PORTSMOUTH, VA. CHESAPEAKE, VA.

This is to certify that this survey refers to the same lot as set forth by Plot dated June 19, 1973 and recorded in the clerk's office of the Circuit Court of Newport News, Virginia in Deed Book 031 Page 504

# JEFFERSON SQUARE NEWPORT NEWS, VA



**Tab P – Developer Experience – Option #1\* — Documentation for  
Wilson Pines**

- Form 8609(s)
- Owner's Operating Agreement and Supporting Documentation
- Organizational Chart

**AGREEMENT OF LIMITED PARTNERSHIP OF  
WILSON PINES-SUFFOLK LIMITED PARTNERSHIP**

THIS AGREEMENT OF LIMITED PARTNERSHIP OF WILSON PINES-SUFFOLK LIMITED PARTNERSHIP is entered into as of the 20<sup>th</sup> day of MARCH, 2013 by and between WILSON PINES-SUFFOLK GP, LLC, a Maine limited liability company, as General Partner, and CHRISTOPHER R. POULIN, as Initial Limited Partner (collectively, the General Partner and the Initial Limited Partner, the "Partners").

The Partners desire to form a Virginia limited partnership to acquire certain land more particularly described on Exhibit A attached hereto (the "Land") and, to acquire, develop, own, construct, rehabilitate, operate, lease and manage thereon an apartment project to be known as "Wilson Pines Apartments" (the "Project"), that qualifies for federal income tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the capital contributions of the Partners hereinafter described, the Partners hereby agree as follows:

1. **Formation.** The Partners hereby form a limited liability limited partnership (the "Partnership") pursuant to the Virginia Uniform Limited Partnership Law (the "Law"). The General Partner shall immediately execute and file in the office of the Virginia State Corporation Commission the Certificate of Limited Partnership for the Partnership.

2. **Name.** The name of the Partnership is Wilson Pines-Suffolk Limited Partnership and its business shall be conducted under that name.

3. **Purposes.** The purposes of the Partnership are to acquire the property commonly known as "Wilson Pines Apartments" in order to create, develop, construct, rehabilitate and finance the Project and own, manage, mortgage, lease, exchange, sell or otherwise transfer or dispose of the Project. The Partnership is empowered to do all things necessary to carry out the foregoing purposes and all business activities necessary or related thereto. The General Partner is directed and empowered to take such action on behalf of the Partnership as may be necessary to accomplish its purposes.

3.1. The Partnership is authorized to (a) engage in any activity; (b) enter into, perform and carry out contracts of any kind, and (c) do all things necessary and proper for the protection and benefit of the Partnership, including, without limiting the generality of the foregoing, borrowing whatever amounts may be required for the acquisition of the Land and the redevelopment, construction and rehabilitation of the apartment complexes on the Land and paying the expenses of owning and operating the Project.

3.2. The Partnership, by its General Partner, is authorized to execute notes and mortgages to secure an acquisition and construction/rehabilitation loan and a permanent loan, and to execute any and all documents, agreements, mortgages, security agreements

and certificates required in connection with such mortgage loans and the acquisition, construction, rehabilitation, development, improvement, maintenance and operation of the Project and all other property owned by the Partnership in connection with the Project (the "Property" or "Partnership Property"), or as may be otherwise required in connection therewith.

4. **Term.** The term of the Partnership shall commence on the later of the date of this Agreement or the recordation of the Certificate of Limited Partnership and exist in perpetuity; provided, however, that the Partnership shall be dissolved prior to such date on (a) any disposition by the Partnership of its entire interest in the Project or property which may be acquired by the Partnership in exchange therefor, or (b) the action of the Partners to terminate the Partnership in accordance with the provisions of Paragraph 22 hereof, or (c) the withdrawal of a General Partner as provided in Paragraph 20 hereof with no General Partner remaining as a Partner of the Partnership.

5. **Principal Office.** The principal office of the Partnership shall be maintained at 33 Silver Street, Suite 300, Portland, ME 04101, or at such other place as the General Partner may from time to time determine.

6. **Statutory Agent.** The name and address of the statutory agent for service of process is:

National Corporate Research, Ltd.  
250 Browns Hill Court  
Midlothian, VA 23114

7. **General Partner.** Wilson Pines-Suffolk GP, LLC is the initial General Partner and shall have the interest set forth opposite its name in Paragraph 10. The address of the General Partner is set forth below its signature at the end of this Agreement.

8. **Limited Partner.** Christopher R. Poulin is the initial Limited Partner. The Limited Partner shall have the interest in the Partnership set forth opposite his name in Paragraph 10. The address of the Limited Partner is set forth below his signature at the end of this Agreement.

9. **Capital Contributions.** Each Partner shall contribute to the capital of the Partnership not less than the cash amount set forth opposite its name below:

<u>General Partner</u>	<u>Capital Contribution</u>
Wilson Pines-Suffolk GP, LLC	\$1
<u>Limited Partner</u>	
Christopher R. Poulin	\$99

No Partner shall be required to make any additional capital contribution, but any Partner, at any time with the consent of the General Partner, may make further and additional



contributions; provided, however, that the division of profits and losses provided in Paragraph 10 hereof shall not be altered, nor shall a Partner's percentage interest be increased because of such additional capital contributions.

10. **Profits, Losses, Cash Flow and Cash Proceeds.**

a. Profits, losses, tax credits and cash flow from operations (and not from a sale, refinancing or other disposition of the Project or any other transaction not in the ordinary course of the Partnership's business) shall be allocated or distributed, as the case may be, among the Partners as follows:

<u>General Partner</u>	<u>Percentage</u>
Wilson Pines-Suffolk GP, LLC	0.01%
<u>Limited Partner</u>	
Christopher R. Poulin	99.99%

b. Profits and losses from a sale, refinancing or other disposition of the Project or any other transaction not in the ordinary course of business shall be allocated or distributed, as the case may be, among the Partners in the following order of priority:

(i) First to each class of Partners (without preference as to class) having a negative balance in their Capital Accounts, in the proportion that such class of Partners' negative Capital Accounts bears to the total of all of the Capital Accounts of Partners having negative Capital Accounts until such negative Capital Accounts equal zero; and

(ii) Any remaining net profits and losses will be allocated as follows:

<u>General Partner</u>	<u>Percentage</u>
Wilson Pines-Suffolk GP, LLC	0.01%
<u>Limited Partner</u>	
Christopher R. Poulin	99.99%

If the amount of net profits available to be allocated pursuant to clause (i) above is less than that referred to in such clause, then allocation of net profits between the classes of Partners pursuant to such clause shall be made on a pro rata basis, according to the amount which would have been allocated to such class if the full amount were available to allocate. All losses attributable to the sale or the disposition of all or a substantial part of the assets of the Partnership shall be allocated to the Partners to the extent of their respective positive Capital Account balances and shall be allocated based on the interests of the Partners provided in subparagraph (b)(ii) above. To the extent such losses are incurred in the final sale of the Partnership's assets the losses shall not reduce the Capital Account of any Partner below zero.

c. The cash proceeds available to the Partners from a sale, refinancing or other disposition of the Property or any other transaction not in the ordinary course of business, shall, after establishing such reserves as the General Partner may deem appropriate, be distributed as follows:

(i) To each class of Partners (without preference as to class) to the extent of the positive balance in their respective Capital Accounts, in the proportion that such class of Partners' positive Capital Accounts bears to the total of all of the Capital Accounts of Partners having positive Capital Accounts; and

(ii) The balance, if any, of such proceeds shall be distributed based on the interests of the Partners set forth in subparagraph (b)(ii).

d. For purposes of the above, "Cash Flow" is defined to mean "net profits" derived from all property owned by the Partnership as ascertained through the use of standard, generally accepted accounting practices, except that (a) depreciation of buildings, improvements, furniture, fixtures, furnishings and equipment shall not be taken into account, (b) mortgage amortization paid by the Partnership in the discretion of the General Partner for capital improvements shall be considered a deduction, and (c) if the General Partner shall so determine, a reasonable reserve shall be deducted to provide funds for improvements or for any other contingencies of the Partnership. The Cash Flow of the Partnership for each calendar year shall be distributed to the Partners within a reasonable time after the end of such year.

e. The Partnership shall maintain on its books and records a capital account for each Partner (a "**Capital Account**"), which shall be increased by the amount of all cash contributions and the adjusted basis of property (net of any liabilities assumed by the Partnership and any liabilities to which such property is subject) contributed to the capital of the Partnership by, and the amount of any taxable income, exempt income and gains of the Partnership allocated after the date hereof to, such Partner and shall be decreased by the amount of all cash and the Partnership's adjusted basis for any distributed property (net of liabilities assumed by such Partner and liabilities to which such property is subject), such Partner's share of any Partnership expenditures which are not deductible in computing taxable income and not normally chargeable to the Capital Account, and the amount of any taxable loss allocated to such Partner. The Capital Account of a Partner shall not be decreased by the payment of any fee to, or the reimbursement of any expense incurred by, such Partner, nor shall the Capital Account be increased by the failure to pay any fee to, or the failure to reimburse any expense incurred by, a Partner.

Except as otherwise specifically provided for herein, whenever it is necessary to determine the Capital Account of any Partner, the Capital Account of the Partner shall be determined after giving effect to all allocations of taxable income, gain and loss attributable to transactions effected prior to the time such determination is made and all distributions theretofore made for such year, under this Paragraph 10. The Capital Account will be adjusted by any excess gain or loss incurred by reason of an election pursuant to Section 754 of the Code. Any transferee of an interest in the Partnership shall have a Capital

Account which reflects the Capital Account of the transferor immediately preceding such transfer. All distributions made to the Partners as a result of a sale, refinancing or other disposition of the Property or any other transaction not in the ordinary course of business shall be treated as having been made and charged to their respective Capital Accounts prior to the allocation of income and gain or loss pursuant to this Paragraph 10.

f. No Partner with a negative balance in its Capital Account shall be obligated to restore such negative balance or to make a contribution to the capital of the Partnership solely by reason thereof; provided, however, that any Partner with a negative balance in its Capital Account following (i) the expiration of the term or the dissolution of the Partnership as set forth in Paragraph 4 hereof, (ii) the completion of the adjustments to its Capital Account required to reflect the termination of the Partnership and the allocations and distributions to the Partners pursuant to this Paragraph 10 and (iii) the delivery to the Partner of a certificate from the Partnership's accountants, prepared in good faith and at the expense of the Partnership, setting forth the calculation of such Partner's negative capital Account balance, shall be obligated to pay the Partnership (within ten [10] days after the receipt of such certificate) an amount equal to the negative balance in its Capital Account.

11. **Losses of Limited Partners.** Notwithstanding anything to the contrary contained herein, the liability of the Limited Partner for payment of any losses of the Partnership shall in no event exceed their required contributions to the capital of the Partnership. For purposes of Partnership accounting, however, all Partnership losses shall be charged against the Capital Accounts of the Partners in the ratios set forth in Paragraph 10, and if a negative balance appears in the Capital Account for any Partner, such negative balance shall be offset by any future net profits of the Partnership allocable to said Partner.

12. **Salaries, Drawings and Interest on Capital Contributions.** No Partner whether General or Limited, shall receive any salary or drawings for services rendered on behalf of the Partnership in the Partner's capacity as Partner except as herein otherwise provided, nor shall any Partner receive interest on its contributions to the capital of the Partnership.

13. **Advances.** If any Partner shall advance any monies to the Partnership in excess of the Partner's agreed capital contribution to the Partnership expressly provided for herein, the amount of such advance shall not be an increase of the Partner's capital contribution or entitle the Partner to any increase in the Partner's share of the distributions of the Partnership, nor subject the Partner to any greater proportion of any losses which the Partnership may sustain, but the amount of any advance shall be a debt due from the Partnership to such Partner and, unless otherwise provided and agreed, shall be repaid to the Partner under such additional terms as agreed to at the time of the advance. Any and all advances of any type, whether past or future, shall be repaid with simple interest at the "Prime Rate" of interest announced in the Wall Street Journal, or other similar periodical, as may be approved by the Partners, in effect from time to time plus one percent (1%) or at such other rate as may be agreed to by the parties.

14. **Management, Duties and Restrictions.**

a. The General Partner shall devote such time to the Partnership as reasonably shall be required for its welfare and success.

b. No Limited Partner will participate in the management of the Partnership business unless such Partner is also a General Partner and then only in the Partner's capacity as a General Partner. A Limited Partner shall have the right to withdraw its capital contribution only upon the termination of the Partnership as provided herein, provided, however, that no part of the capital contribution of a Limited Partner shall be withdrawn unless all liabilities of the Partnership, except liabilities to Partners on account of advances and/or capital contributions, have been paid or unless the Partnership has assets sufficient to pay them. Except as otherwise provided in Paragraph 23 hereof, a Limited Partner shall not have the right to demand or receive property other than cash in return for its contribution. The initial Limited Partner shall be entitled to be paid capital contributions under the circumstances described in Paragraph 18 hereof.

c. The Limited Partner hereby consents to the employment, when and if required, of such brokers, consultants, managers and other agents, contractors, accountants and attorneys as the General Partner may from time to time determine. The fact that a General Partner or a person or entity affiliated with a General Partner is employed or is directly or indirectly interested in or connected with any other person, firm or corporation employed to render or perform a service, or from which the Partnership may purchase any property, shall not prohibit the General Partner from such employment or employing such person, firm or corporation, or from otherwise dealing with him or it. The general contractor shall be selected by the General Partner. All such dealings under this Paragraph shall be on an arm's length basis.

d. The General Partner and the Limited Partner each may engage in or possess an interest in other business ventures of any nature and description, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management or development of apartments and other real property, and neither the Partnership nor any of the Partners thereof shall have any rights by virtue of this Agreement in or to such independent ventures or to the income or profits derived therefrom.

e. If at any time there is more than one General Partner serving hereunder, each General Partner may from time to time, by an instrument in writing, delegate all or any of its powers or duties hereunder to another General Partner. Such writing shall authorize fully such other General Partner to act alone without the requirement of any act or signature of the other General Partner(s), to take any action of any type and to do anything and everything which the General Partner may be authorized to take or do hereunder, and specifically, without limitation of such authority, to execute, sign, seal and deliver in the name and on behalf of the Partnership:

(1) Any note, mortgage, assumption of mortgage or other instrument, document or agreement in connection with the acquisition, construction, rehabilitation, ownership, development and operation of the Property;

(2) Any deed, lease, mortgage, mortgage note, bill of sale, contract or any other instrument, document or agreement purporting to convey or encumber the real or personal property of the Partnership;

(3) Any and all agreements, contracts, documents, certifications and instruments whatsoever involving the development, management, maintenance and operation of the Project, including the employment of such persons as may be necessary therefor; or

(4) Any and all instruments or documents requisite to carrying out the intention and purpose of this Agreement, including, without limitation, the filing of all business certificates, the Certificate of Limited Partnership, all amendments thereto and documents required or deemed advisable in connection with any financing; provided, however, that any such delegation shall not relieve the General Partner making such delegation of liability as a General Partner for Partnership obligations under this Agreement. The delegation by a corporate General Partner of its duties hereunder to another General Partner hereunder shall be evidenced by an instrument in writing which is signed by the President or the Secretary of the corporation which is the ultimate parent corporation of such delegating corporate General Partner.

15. **Banking.** Withdrawals from any Partnership bank account or accounts shall be made upon such signature or signatures as the General Partner designates or as may otherwise be designated under the terms of Paragraph 14(e).

16. **Execution of Documents.** All documents of any nature required to be signed on behalf of the Partnership shall be signed by the General Partner or all General Partners if at the time there is more than one General Partner, unless a General Partner has delegated its duties hereunder to another General Partner in accordance with this Agreement and all documents signed by any corporate General Partner shall be executed on behalf of such corporate General Partner by the President or Secretary of the corporation which is the ultimate parent corporation of such corporate General Partner or such other person as may be specifically authorized by the Board of Directors or the stockholders of such corporate General Partner. Without limiting the generality of this authorization, a General Partner shall have full power to execute any document necessary or desirable to effect the purposes of the Partnership as set forth in Paragraph 3, 3.1 and 3.2, to execute deeds, mortgages, notes and leases, to sell all or any part of the Project and all other Partnership property and, in particular, for purposes of executing any and all notes, mortgages, construction/rehabilitation loans or other agreements, and any and all documents required to deemed necessary for the purposes of the Partnership.

17. **Books.** The Partnership shall maintain full and accurate books in its principal office or such office as shall be designed for such purposes by the General Partner and all Partners shall have the right to inspect and examine such books at reasonable times. The books shall be closed and balanced at the end of each calendar year. Annual statements showing the Partnership profits and losses for the calendar year and indicating the share of profit or loss of each Partner for income tax purposes shall be prepared by the

accountants for the Partnership and distributed to the Partners within a reasonable time after the close of each calendar year.

18. **Transferability of General and Limited Partnership Interests.** A General Partner shall not retire or withdraw from the Partnership or transfer, sell, alienate, assign, encumber or otherwise dispose of all or any part of the General Partner's interest in the Partnership, whether voluntarily or involuntarily, or by operation of law, or at judicial sale or otherwise, or admit any additional or successor General Partner without first obtaining the written consent of a majority in interest of the Limited Partner. A Limited Partner may sell or assign the Limited Partner's interest in the Partnership or portion thereof only as permitted by this Paragraph 18.

A Limited Partner shall not have the right to substitute an assignee or transferee as a Limited Partner in its place. The General Partner, however, shall have the right to permit such assignee or transferee to become a substituted Limited Partner and any such permission by the General Partner shall be binding and conclusive without the consent or approval of any Limited Partner. Any such approved assignee or transferee, as a condition of becoming a Substitute Limited Partner, shall agree to be bound by the provisions of this Agreement, and also shall agree to accept such other terms and conditions as the General Partner may determine in its sole discretion. Each Substitute Limited Partner shall execute such instruments as shall be required by the General Partner to signify such its agreement to be bound by all provisions of this Agreement as last amended.

The General Partner hereby is constituted the attorney-in-fact of each Limited Partner to execute, acknowledge and deliver such instruments as may be necessary or appropriate (a) to carry out the provisions of this Paragraph 18, including amendments to the schedules in Paragraphs 9 and 10, amendments to the Certificate of Limited Partnership required by statute, business certificates and the like, and (b) to effect the purposes of the Partnership as set forth in Paragraph 3.

An assignee of the interest of a Limited Partner who does not become a Substitute Limited Partner as provided aforesaid and who desires to make a further assignment of its interest shall be subject to the provisions of this Paragraph 18 to the same extent and in the same manner as any Limited Partner desiring to make an assignment of its interest.

19. **Restrictions on Authority.** The Partnership shall be bound by the terms of the mortgage notes, mortgage deeds, any other documents and agreements required in connection with any loan and mortgage for the development of the Project (hereinafter referred to as the "**Mortgage Documents**"). No Partner shall knowingly do anything which would result on a breach of any covenant of the Partnership in any of the Mortgage Documents. Any incoming Partner as a condition of receiving an interest in the Partnership Property, shall agree to be bound to such extent by the terms of the Mortgage Documents. Upon any dissolution of the Partnership, or any transfer of the Project, no title or right to the possession and control of the Project and no right to collect the rents therefrom shall pass to any person or entity who is not, or does not, become bound by the Mortgage Documents.

20. **Withdrawal of General Partner.** In the event of the death, resignation, withdrawal, insolvency, bankruptcy, or assignment or transfer of interest (collectively "**withdrawal**") of a General Partner, without the consent of the other Partners if there is a General Partner remaining, the interest of the Partner as to which withdrawal occurred shall be converted to that of a Limited Partner and if there is no General Partner remaining in the Partnership, the Partnership may be continued if the other surviving or remaining competent Partners so elect. The other surviving or remaining competent Partners shall determine whether to continue the Partnership no later than thirty (30) days following the withdrawal of the sole General Partner, and in any event shall, within thirty (30) days, provide for a new General Partner if the withdrawal of such General Partner would otherwise leave no remaining General Partner.

21. **Dissolution or Death of a Limited Partner.** The dissolution or death of a Limited Partner shall not dissolve or terminate the Partnership. In the event of such dissolution or death, the successor to or the personal representative of the dissolved or deceased Limited Partner shall have the rights of a Limited Partner in the Partnership to the extent of the dissolved or deceased Limited Partner's interest therein, subject to the terms and conditions of this Agreement.

22. **Termination Prior to End of Term.** The Partnership may be terminated with the approval of a majority in interest of the Partners prior to the end of its term after at least thirty (30) days' prior written notice to the Partners; provided, however, that nothing contained in this sentence shall diminish or otherwise negate the obligations of the General Partner contained in this Agreement until termination has taken place.

23. **Distributions on Termination.** In the event of the dissolution and termination of the Partnership, the General Partner shall liquidate the partnership and the proceeds of such liquidation of the Partnership shall be applied and distributed in the following order of priority:

a. To the payment of the debts and liabilities of the Partnership (other than to loans or advances that may have been made by the Partners to the Partnership) and the expenses of liquidation.

b. To the setting up of any reserves which the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership.

c. To the repayment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof.

d. Any balance remaining shall be distributed among all of the Partners, General and Limited, as follows:

(1) In the event the Partnership assets shall have been sold, the net proceeds shall be distributed to each Partner in satisfaction of the Partner's interest in the Partnership in the manner provided in Paragraph 10.

(2) In lieu of sale, the Partnership assets, subject to Paragraph 19 hereof, shall be distributed in kind, each Partner accepting an undivided interest in the Partnership's assets subject to its liabilities in satisfaction of the Partner's interest in the Partnership.

In the event of a liquidating distributions of the Partnership Property in kind, the fair market value of such Property shall be determined by averaging the appraisals of two (2) appraisers selected by the General Partner, or by any other mutually acceptable method, and each Partner shall receive an undivided interest in such Property equal to the portion of the proceeds to which the Partners would be entitled under Paragraph 10 hereof if such Property were sold.

24. **Procedures on Termination.** A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partner to minimize the normal losses attendant upon a liquidation. Each of the Partners shall be furnished with a statement prepared by the Partnership's independent certified public accountants, which shall set forth the assets and liabilities of the Partnership as of the date of complete liquidation. Upon the General Partner's complying with the distribution plan set forth in Paragraph 23 hereof, the Limited Partner shall cease to be such, and the General Partner, as the sole remaining Partner of the Partnership, shall execute, acknowledge and cause to be filed a Certificate of Cancellation of the Certificate of Limited Partnership.

25. **Limit on General Partner Liability.** Notwithstanding anything in this Agreement to the contrary, no General Partner shall be liable for the return of the capital contributions of the Limited Partner or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

26. **Indemnification.** Neither the Partnership nor any Partner shall have any claim against any General Partner, and the Partnership shall indemnify each General Partner against any liability incurred by a General Partner, provided that the act or omission giving rise to such claims or liabilities was performed by the General Partner for and on behalf of the Partnership and in furtherance of the Partnership's interests, and was performed in good faith in the belief that the General Partner was acting within the scope of the General Partner's authority under this Agreement. The foregoing shall not relieve any General Partner of liability for negligence or malfeasance.

27. **Notices.** All notices provided for in this Agreement shall be directed to the Partners at their respective addresses set forth below their signatures at the end of this Agreement or to such other address as may, from time to time, be furnished by a Partner to the Partnership at its principal office by personal delivery to the corporate secretary or by registered or certified mail.

28. **Amendments.** This Agreement may be modified or amended at any time by all the Partners.



29. **Binding Effect.** This Agreement shall be binding upon all the parties and their respective heirs, successors, assigns and transferees.

30. **Agreement in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding upon all of the parties hereto, notwithstanding that all the parties are not signatories to the original or same counterpart.

31. **Applicable Law.** This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of the State of Virginia.

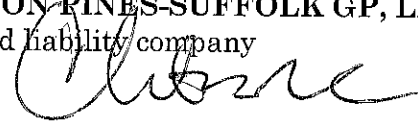
32. **Word Meanings.** The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely as a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

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

**GENERAL PARTNER:**

**WILSON-PINES-SUFFOLK GP, LLC**, a Maine limited liability company

By:

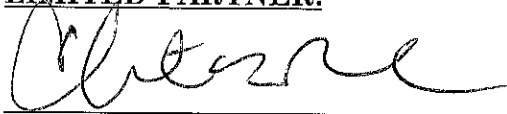


Christopher R. Poulin  
Manager/Member

Address:

33 Silver Street, Suite 300  
Portland, ME 04101

**LIMITED PARTNER:**



Christopher R. Poulin, in an individual capacity

Address:

33 Silver Street, Suite 300  
Portland, ME 04101

EXHIBIT A

THE LAND

***First American Title Insurance Company***

**SCHEDULE C**

**Legal Description**

**Commitment No.** NCS-586532-VA54

All of those lots or parcels of land located in County, Virginia, and more particularly described as follows:

ALL THAT CERTAIN LOT OR PARCEL OF LAND LYING, SITUATE AND BEING IN CYPRESS BOROUGH, CITY OF SUFFOLK, VIRGINIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I:

BEGINNING AT AN IRON PIN ON THE SOUTHERN RIGHT-OF-WAY LINE OF EAST WASHINGTON STREET; SAID IRON PIN BEING THE NORTHWEST CORNER OF PROPERTY NOW OR FORMERLY ELLNER LAWRENCE; THENCE CONTINUING FROM SAID ESTABLISHED POINT-OF-BEGINNING S 52° 35' 45" E - 571.60' TO A POINT; THENCE S 65° 12' 2" E - 150.00' TO AN IRON PIN; THENCE S 40° 16' 10" W - 494.58' TO A POINT; THENCE S 54° 18' 09" E 15.00' TO A POINT; THENCE S 40° 16' 10" W 200.00' TO A POINT; THENCE N 54° 18' 09" W - 673.16' TO AN IRON PIN; THENCE N 40° 53' 25" E - 75.20' TO AN IRON PIN; THENCE N 49° 43' 50" W - 120.00' TO AN IRON PIN THE SOUTHERN RIGHT-OF-WAY LINE OF EAST WASHINGTON STREET; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF EAST WASHINGTON STREET N 40° 16' 10" E - 80.00' TO AN IRON PIN; THENCE S 49° 43' 50" E - 120.00' TO AN IRON PIN; THENCE N 40° 16' 10" E - 9.00' TO AN IRON PIN; THENCE S 49° 43' 50" E - 120.00' TO AN IRON PIN; THENCE N 40° 16' 10" E - 120.00' TO AN IRON PIN; THENCE N 49° 43' 50" W - 240.00' TO AN IRON PIN ON THE SOUTHERN RIGHT-OF-WAY LINE OF EAST WASHINGTON STREET; THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF EAST WASHINGTON STREET N 40° 16' 10" E - 389.45' TO AN IRON PIN, THE POINT-OF-BEGINNING. THE HEREINABOVE DESCRIBED PARCEL CONTAINS 447,046.87 SQUARE FEET 10.263 ACRES.

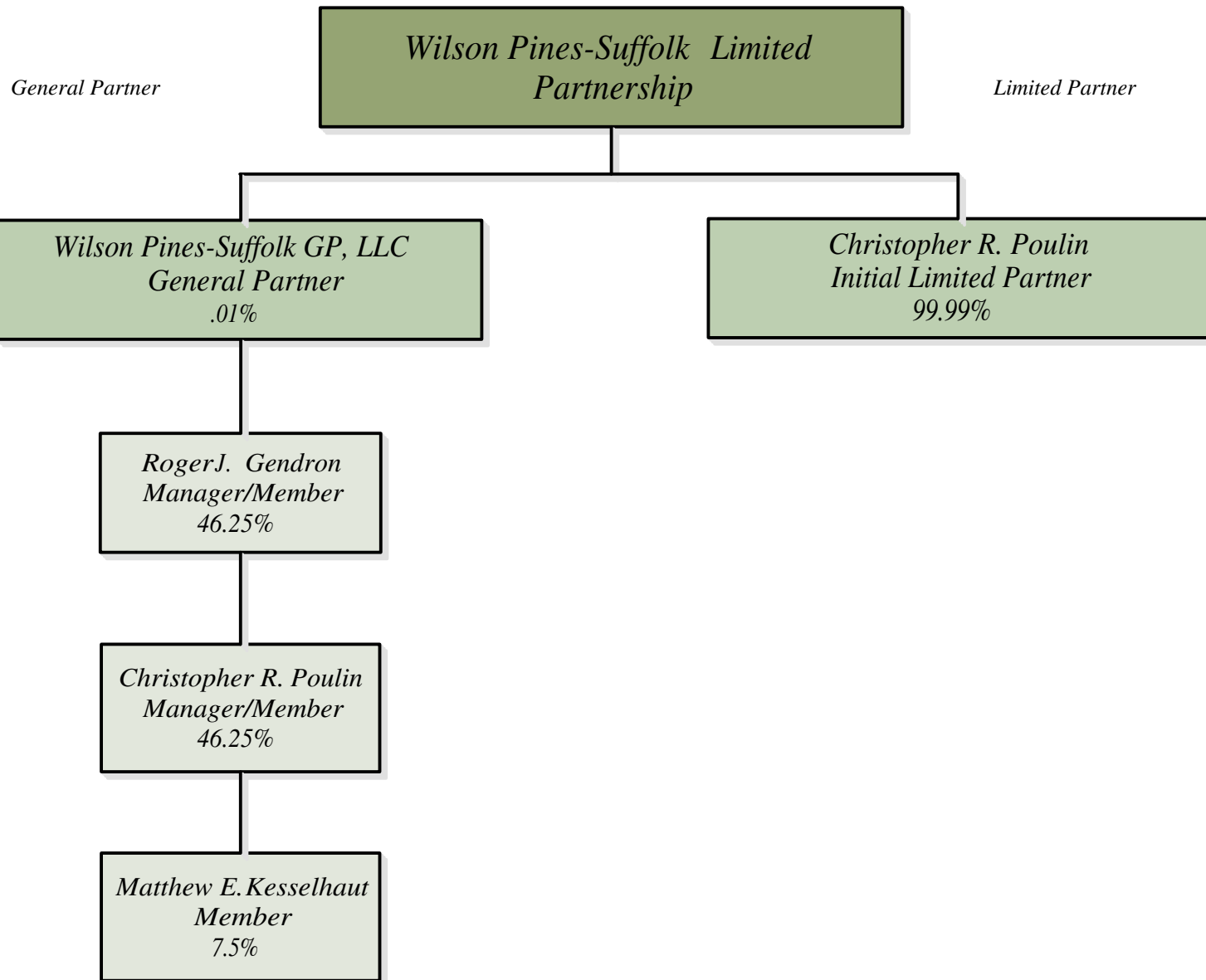
FOR A MORE PARTICULAR DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY, REFERENCE IS HEREBY MADE TO THAT CERTAIN PLAT OF SAID PROPERTY ENTITLED "PHYSICAL SURVEY OF PROPERTY OF WILSON & WILSON REAL ESTATE CO., INC." DATED SEPTEMBER 18, 1980, UPDATED SEPTEMBER 30, 1980, MADE BY G. C. FREEMAN, II, CERTIFIED LAND SURVEYOR RECORDED IN PLAT BOOK 5, PAGE 136.

PARCEL II:

ALL THOSE CERTAIN LOTS, PIECES OR PARCELS OF LAND SITUATED IN JACKSON PLACE, IN THE CITY OF SUFFOLK (FORMERLY NANSEMOND COUNTY), STATE OF VIRGINIA, KNOWN, NUMBERED AND DESIGNATED ON THE PLAT OF JACKSON PLACE (NOW VACATED) DULY OF RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF SUFFOLK (FORMERLY NANSEMOND COUNTY), VIRGINIA, IN PLAT BOOK NO. 3, PAGE 5, AS LOT NOS. TWO (2), THREE (3), FOUR (4), TEN (10), ELEVEN (11) AND TWELVE (12), IN BLOCK K. THE ABOVE PARCELS OF LAND BEING A PART OF THE SAME PROPERTY WHICH WAS CONVEYED TO THE SAID GEORGE HALL BY JESSE PIERCE BY DEED BEARING DATE THE 14TH DAY OF MAY, 1924, AND DULY BEARING DATE JUNE 12TH, 1924, IN DEED BOOK NO. 104, PAGE 393, IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF SUFFOLK (FORMERLY NANSEMOND COUNTY), VIRGINIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERN RIGHT-OF-WAY LINE OF EAST WASHINGTON STREET S 40° 16' 10" W 509.45' FROM THE SOUTHWEST CORNER OF THE PROPERTY NOW OWNED BY OR FORMERLY OWNED BY ELLNER LAWRENCE; THENCE RUNNING S 49° 43' 50" E - 120.00' TO AN IRON PIN; THENCE N 40° 1\_ ' 11" E - 9.00' TO AN IRON PIN; THENCE S 49° 43' 50" E - 120.00' TO AN IRON PIN; THENCE N \_0° 16' 10" E - 120.00' TO AN IRON PIN; THENCE N 49° 43' 50" W - 240.00' TO AN IRON PIN IN THE SOUTHERN RIGHT-OF-WAY LINE OF EAST WASHINGTON STREET; THENCE S 40° 16' 10" W 129.00' TO AN IRON PIN, THE POINT OF BEGINNING.

# WILSON PINES SUFFOLK, VA



**Tab P – Developer Experience – Option #1\* — Documentation for Power  
Town Apartments**

- Form 8609(s)
- Owner's Operating Agreement and Supporting Documentation
- Organizational Chart

**POWER TURNER FALLS LIMITED PARTNERSHIP  
AGREEMENT OF  
LIMITED PARTNERSHIP**

This Agreement (the "Agreement") is entered into as of September 5, 2014 by and among Power Turner Falls GP, LLC as General Partner (referred to herein as the "General Partner"), and Christopher R. Poulin, as Limited Partner (referred to herein as the "Limited Partner").

WHEREAS the General Partner and the Limited Partner are the sole partners of Power Turner Falls Limited Partnership, a Massachusetts Limited Partnership (the "Partnership"); and

WHEREAS as of September 5, 2014, the General Partner executed a Certificate of Limited Partnership (the "Certificate") for the formation of the Partnership; and

WHEREAS the Partnership has been formed to acquire, develop, finance, construct, own, maintain, operate and sell or otherwise dispose of an 81 unit multifamily apartment complex intended for rental to low-income individuals and families, known as Powertown Apartments located in Turner Falls, Massachusetts (the "Project"); and

WHEREAS the Partners now desire to set forth all of the provisions governing the Partnership.

Accordingly, for mutual consideration paid and received among the parties hereto, the parties, desiring to form a Limited Partnership under the Act, hereby execute the following Agreement:

1. The name of the Partnership is

POWER TURNER FALLS LIMITED PARTNERSHIP.

2. The address of the principal office of the Partnership and the address at which records of the Partnership are kept is 50 Franklin Street, Boston, MA 02110; the name and address of the agent for service of process for the Partnership is Edward M. Doherty, Esquire, 50 Franklin Street, 3rd Floor, Boston, MA 02110.
3. The mailing address of the Partnership is 50 Franklin Street, Boston, MA 02110.



4. The name, business address, initial contribution and ownership interest in the Partnership of the present and current General Partner is as follows:

Power Turner Falls GP, LLC	\$ 0.10	0.01%
50 Franklin Street		
Boston, MA 02110		

Substitute and additional General Partners may be admitted to the Partnership by execution of an Amendment to this Agreement and an Amendment to the Certificate of Limited Partnership.

5. The name, business address, initial contribution and ownership interest in the Partnership of the present and current Limited Partners are as follows:

Christopher R. Poulin	\$99.90	99.99 %
33 Silver Street, Suite 200		
Portland, ME 04101		

Substitute and additional Limited Partners may be admitted to the Partnership by execution of an Amendment to the Certificate and this Agreement.

6. The term of the Partnership shall commence on the date hereof and shall continue until December 31, 2060.

7. The character of the business of the Partnership is to (a) acquire, own, and operate an affordable housing apartment complex known as Powertown Apartments located in Turner Falls, Massachusetts and to (b) conduct such other business as shall be incidental to the above. The Partnership may engage in such other business as the General Partner and a majority in interest of the Limited Partners may from time to time determine, provided that the Partnership shall not engage in any business prohibited by law.

8. For the purpose of this Agreement, the term "Profits" and "Losses" shall mean net income or net loss as determined under generally accepted accounting principles applied on a consistent basis and taking into account all ordinary and extraordinary items. Allocations of profits and losses shall be made as of the close of each fiscal year as follows:

- (a) Ninety-nine and ninety nine one hundredth of one percent (99.99%) of all losses sustained by the Partnership shall be allocated to and charged against the Limited Partners in accordance with their relative ownership interest in the Partnership as set forth in Paragraph 5 of this Agreement. One hundredth of one percent

(0.01%) of all losses sustained by the Partnership shall be allocated to and charged against the General Partner.

- (b) Allocation of Profits: Ninety-nine and ninety-nine one hundredth of one percent (99.99%) of all profits shall be allocated to and credited to the Limited Partners in accordance with their relative ownership interest in the Partnership as set forth in Paragraph 5 of this Agreement. One hundredth of one percent (0.01%) of all profits shall be allocated to and credited to the General Partner.

After the determination of reasonable and adequate reserves for cash, all remaining cash shall be allocated and distributed at the end of each fiscal year on the same basis as profit and losses are allocated above.

9. Upon any sale or refinancing of all or any part of the Project, the proceeds derived from any such sale or refinancing will, to the extent available, be applied in the following order:

- (a) to payment of debts and liabilities of the Partnership, including expenses of the sale or refinancing;
- (b) in the case of a sale, to the establishment of reasonable reserves necessary to meet contingent liabilities;
- (c) to the payment of debts and liabilities of the Partnership to the Partners;
- (d) to the payment of the Limited Partners of an amount equal to 100% of their capital contributions to the Partnership in accordance with their relative Limited Partnership percentages, taking into account all previous distributions to the Limited Partners;
- (e) the balance, if any, would be distributed as follows: ninety-nine and ninety-nine hundredths percent (99%) to the Limited Partners in accordance with their relative ownership interest and one hundredth of one percent (0.01%) to the General Partner.

10. No Limited Partner shall, directly or indirectly, sell, assign, pledge, transfer or, in any manner whatsoever, dispose of all or any part of his, her, or, its interest in the Partnership without obtaining the prior written consent of the General Partner after having first furnished to the General Partner the identity of the proposed transferee, the terms of the proposed transaction and such other information as the General Partner may reasonably request. A Limited Partner

who assigns all or any part of his interest in the Partnership in accordance with the above shall have the right to designate his assignee a Substitute Limited Partner.

11. Additional Limited Partners may from time to time be admitted to the Partnership by the General Partners upon the consent of a majority in interest of the existing Limited Partners.

12. There is no right of one or more of the Limited Partners to priority over the other Limited Partners as to contributions or as to compensation by way of income.

13. Upon the death, retirement or incapacity of the General Partner, the Partnership shall be dissolved, provided however that a majority in interest of the Limited Partners shall have the right and the power to admit a new General Partner and to continue the business of the Partnership in a reconstituted Partnership with all the old Limited Partners and the new General Partner.

14. The Limited Partners are not restricted to a receipt of cash in return for their contributions, although they are not granted in specific terms the right to demand and receive property other than cash.

15. The General Partner is hereby authorized and empowered to execute any such note, mortgage, regulatory agreement, or other document required in connection with any loan made to finance the property or further the purposes of this Partnership.

Notwithstanding any provisions of this Agreement, the General Partner is specifically authorized to apply for and obtain Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code. The General Partner is further authorized to (a) solicit one or more new partners to acquire limited partnership interests; (b) syndicate the Partnership's interests in such Low-Income Housing Tax Credits; and (c) prepare all documentation to transfer any or all Limited Partner interests herein to said new Partners. The Limited Partner hereunder shall execute all documents necessary to complete such transfer.

16. The General Partner shall have full, exclusive and complete discretion in the management and control of the business of the Partnership and, except as otherwise provided for herein:

- (a) The powers and duties of the General Partner who, subject to the terms and provisions of this Agreement, shall manage the business affairs of the Partnership.
- (b) The General Partner shall serve as the Tax Matters Partner for purposes of compliance with the Internal Revenue Code. The



Partners agree to perform acts necessary to designate the General Partner as the Tax Matters Partner.

(c) If the General Partner shall fail to perform any act which materially and adversely affects the continued operations of the Partnership (a "Default"), any other Partner may at any time thereafter give written notice of the Default to the General Partner. For each such occasion of a Default, the General Partner shall have 30 days after notice is given to cure the Default. Upon failure to cure such Default within the 30 day cure period, the other partners may remove the General Partner from that position, and appoint a new General Partner to assume the title, rights and duties of General Partner, pursuant to Section 13 hereof. Defaults shall include:

(i) Failure to file on the date due any tax return (a request for an extension to file that is filed within the time limits for extensions shall be considered timely filing);

(ii) Failure to obtain and timely pay premiums on insurance coverage for the project required under the mortgages covering the Project

(iii) Failure to make any mortgage or loan payment prior to the date on which the lender could claim a default under the applicable mortgage or loan terms; and

(iv) Failure to operate the Project consistent with the requirements of Section 42 of the Code.

(d) The General Partner may not take any of the following actions unless it has first received the consent of a majority of the interests of the other partners:

(i) the dissolution, merger, consolidation, or termination of the Partnership (which also requires the consent of the Limited Partners);

(ii) the admission of a new Partner;

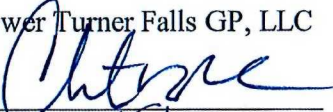
(iii) entering into any contract or other arrangement for the provision of goods or services with a related or affiliate person or entity or engaging in any other transaction or other matter involving an actual or potential conflict of interest;

- (iv) the approval of an amendment to the Partnership Agreement (which also requires the consent of the Limited Partner);
- (v) taking any action to bring, prosecute, or terminate any derivative action brought in the name of the Partnership, or confessing a judgment against the Partnership; or
- (vi) the indemnification of any Partner or other person or entity.

17. This Agreement may be executed in counterparts, with each counterpart deemed as an original, and all such originals shall together constitute one complete executed copy.


WITNESS the execution hereof under seal as of the date first above-written.

GENERAL PARTNER:

Power Turner Falls GP, LLC  
By:   
Christopher R. Poulin, Manager

By:   
Roger J. Gendron, Manager

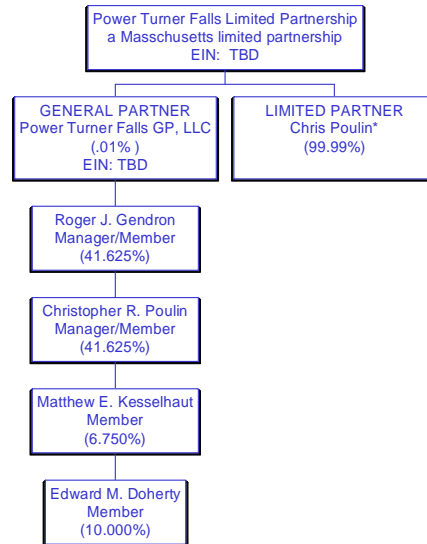
LIMITED PARTNER:

  
Christopher R. Poulin

# Power Town Apartments

## Turners Falls, MA

### Organizational Chart: LIHTC Owner, GP & LP



\*Will withdraw upon admission of ILP & SLP of Boston Financial, the LIHTC Investor.

4/5/2015

**Tab P – Developer Experience – Option #1\* — Documentation for Louis  
Barett Residence**

- Form 8609(s)
- Owner's Operating Agreement and Supporting Documentation
- Organizational Chart

**LOUIS BARETT RESIDENCE LIMITED PARTNERSHIP  
AGREEMENT OF  
LIMITED PARTNERSHIP**

This Agreement (the "Agreement") is entered into as of June 9, 2015 by and among LBR-Lynn GP, LLC as General Partner (referred to herein as the "General Partner"), and Christopher R. Poulin, as Limited Partner (referred to herein as the "Limited Partner").

WHEREAS the General Partner and the Limited Partner are the sole partners of Louis Barrett Residence Limited Partnership, a Massachusetts Limited Partnership (the "Partnership"); and

WHEREAS as of June 17, 2015, the General Partner executed a Certificate of Limited Partnership (the "Certificate") for the formation of the Partnership; and

WHEREAS the Partnership has been formed to acquire, develop, finance, construct, own, maintain, operate and sell or otherwise dispose of an 145 unit multifamily apartment complex intended for rental to low-income individuals and families, known as Louis Barrett Apartments located in Lynn, Massachusetts (the "Project"); and

WHEREAS the Partners now desire to set forth all of the provisions governing the Partnership.

Accordingly, for mutual consideration paid and received among the parties hereto, the parties, desiring to form a Limited Partnership under the Act, hereby execute the following Agreement:

1. The name of the Partnership is

LOUIS BARETT RESIDENCE LIMITED PARTNERSHIP.

2. The address of the principal office of the Partnership and the address at which records of the Partnership are kept is 50 Franklin Street, Boston, MA 02110; the name and address of the agent for service of process for the Partnership is Edward M. Doherty, Esquire, 50 Franklin Street, 3rd Floor, Boston, MA 02110.

3. The mailing address of the Partnership is 50 Franklin Street, Boston, MA 02110.



4. The name, business address, initial contribution and ownership interest in the Partnership of the present and current General Partner is as follows:

LBR-Lynn GP, LLC	\$ 0.10	0.01%
50 Franklin Street		
Boston, MA 02110		

Substitute and additional General Partners may be admitted to the Partnership by execution of an Amendment to this Agreement and an Amendment to the Certificate of Limited Partnership.

5. The name, business address, initial contribution and ownership interest in the Partnership of the present and current Limited Partners are as follows:

Christopher R. Poulin	\$99.90	99.99 %
33 Silver Street		
Portland, ME 04101		

Substitute and additional Limited Partners may be admitted to the Partnership by execution of an Amendment to the Certificate and this Agreement.

6. The term of the Partnership shall commence on the date hereof and shall continue until December 31, 2065.

7. The character of the business of the Partnership is to (a) acquire, own, and operate an affordable housing apartment complex known as Louis Barrett Residence Apartments located in Lynn, Massachusetts and to (b) conduct such other business as shall be incidental to the above. The Partnership may engage in such other business as the General Partner and a majority in interest of the Limited Partners may from time to time determine, provided that the Partnership shall not engage in any business prohibited by law.

8. For the purpose of this Agreement, the term "Profits" and "Losses" shall mean net income or net loss as determined under generally accepted accounting principles applied on a consistent basis and taking into account all ordinary and extraordinary items. Allocations of profits and losses shall be made as of the close of each fiscal year as follows:

- (a) Ninety-nine and ninety nine one hundredth of one percent (99.99%) of all losses sustained by the Partnership shall be allocated to and charged against the Limited Partners in accordance with their relative ownership interest in the Partnership as set forth in Paragraph 5 of this Agreement. One hundredth of one percent

(0.01%) of all losses sustained by the Partnership shall be allocated to and charged against the General Partner.

- (b) Allocation of Profits: Ninety-nine and ninety-nine one hundredth of one percent (99.99%) of all profits shall be allocated to and credited to the Limited Partners in accordance with their relative ownership interest in the Partnership as set forth in Paragraph 5 of this Agreement. One hundredth of one percent (0.01%) of all profits shall be allocated to and credited to the General Partner.

After the determination of reasonable and adequate reserves for cash, all remaining cash shall be allocated and distributed at the end of each fiscal year on the same basis as profit and losses are allocated above.

9. Upon any sale or refinancing of all or any part of the Project, the proceeds derived from any such sale or refinancing will, to the extent available, be applied in the following order:

- (a) to payment of debts and liabilities of the Partnership, including expenses of the sale or refinancing;
- (b) in the case of a sale, to the establishment of reasonable reserves necessary to meet contingent liabilities;
- (c) to the payment of debts and liabilities of the Partnership to the Partners;
- (d) to the payment of the Limited Partners of an amount equal to 100% of their capital contributions to the Partnership in accordance with their relative Limited Partnership percentages, taking into account all previous distributions to the Limited Partners;
- (e) the balance, if any, would be distributed as follows: ninety-nine and ninety-nine hundredths percent (99%) to the Limited Partners in accordance with their relative ownership interest and one hundredth of one percent (0.01%) to the General Partner.

10. No Limited Partner shall, directly or indirectly, sell, assign, pledge, transfer or, in any manner whatsoever, dispose of all or any part of his, her, or, its interest in the Partnership without obtaining the prior written consent of the General Partner after having first furnished to the General Partner the identity of the proposed transferee, the terms of the proposed transaction and such other information as the General Partner may reasonably request. A Limited Partner

who assigns all or any part of his interest in the Partnership in accordance with the above shall have the right to designate his assignee a Substitute Limited Partner.

11. Additional Limited Partners may from time to time be admitted to the Partnership by the General Partners upon the consent of a majority in interest of the existing Limited Partners.

12. There is no right of one or more of the Limited Partners to priority over the other Limited Partners as to contributions or as to compensation by way of income.

13. Upon the death, retirement or incapacity of the General Partner, the Partnership shall be dissolved, provided however that a majority in interest of the Limited Partners shall have the right and the power to admit a new General Partner and to continue the business of the Partnership in a reconstituted Partnership with all the old Limited Partners and the new General Partner.

14. The Limited Partners are not restricted to a receipt of cash in return for their contributions, although they are not granted in specific terms the right to demand and receive property other than cash.

15. The General Partner is hereby authorized and empowered to execute any such note, mortgage, regulatory agreement, or other document required in connection with any loan made to finance the property or further the purposes of this Partnership.

Notwithstanding any provisions of this Agreement, the General Partner is specifically authorized to apply for and obtain Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code. The General Partner is further authorized to (a) solicit one or more new partners to acquire limited partnership interests; (b) syndicate the Partnership's interests in such Low-Income Housing Tax Credits; and (c) prepare all documentation to transfer any or all Limited Partner interests herein to said new Partners. The Limited Partner hereunder shall execute all documents necessary to complete such transfer.

16. The General Partner shall have full, exclusive and complete discretion in the management and control of the business of the Partnership and, except as otherwise provided for herein:

- (a) The powers and duties of the General Partner who, subject to the terms and provisions of this Agreement, shall manage the business affairs of the Partnership.
- (b) The General Partner shall serve as the Tax Matters Partner for purposes of compliance with the Internal Revenue Code. The

Partners agree to perform acts necessary to designate the General Partner as the Tax Matters Partner.

(c) If the General Partner shall fail to perform any act which materially and adversely affects the continued operations of the Partnership (a "Default"), any other Partner may at any time thereafter give written notice of the Default to the General Partner. For each such occasion of a Default, the General Partner shall have 30 days after notice is given to cure the Default. Upon failure to cure such Default within the 30 day cure period, the other partners may remove the General Partner from that position, and appoint a new General Partner to assume the title, rights and duties of General Partner, pursuant to Section 13 hereof. Defaults shall include:

- (i) Failure to file on the date due any tax return (a request for an extension to file that is filed within the time limits for extensions shall be considered timely filing);
- (ii) Failure to obtain and timely pay premiums on insurance coverage for the project required under the mortgages covering the Project
- (iii) Failure to make any mortgage or loan payment prior to the date on which the lender could claim a default under the applicable mortgage or loan terms; and
- (iv) Failure to operate the Project consistent with the requirements of Section 42 of the Code.

(d) The General Partner may not take any of the following actions unless it has first received the consent of a majority of the interests of the other partners:

- (i) the dissolution, merger, consolidation, or termination of the Partnership (which also requires the consent of the Limited Partners);
- (ii) the admission of a new Partner;
- (iii) entering into any contract or other arrangement for the provision of goods or services with a related or affiliate person or entity or engaging in any other transaction or other matter involving an actual or potential conflict of interest;

- (iv) the approval of an amendment to the Partnership Agreement (which also requires the consent of the Limited Partner);
- (v) taking any action to bring, prosecute, or terminate any derivative action brought in the name of the Partnership, or confessing a judgment against the Partnership; or
- (vi) the indemnification of any Partner or other person or entity.

17. This Agreement may be executed in counterparts, with each counterpart deemed as an original, and all such originals shall together constitute one complete executed copy.

WITNESS the execution hereof under seal as of the date first above-written.

GENERAL PARTNER:

LBR-Lynh GP, LLC

By: 

Christopher R. Poulin, Manager

By: 

Roger J. Gendron, Manager

LIMITED PARTNER:

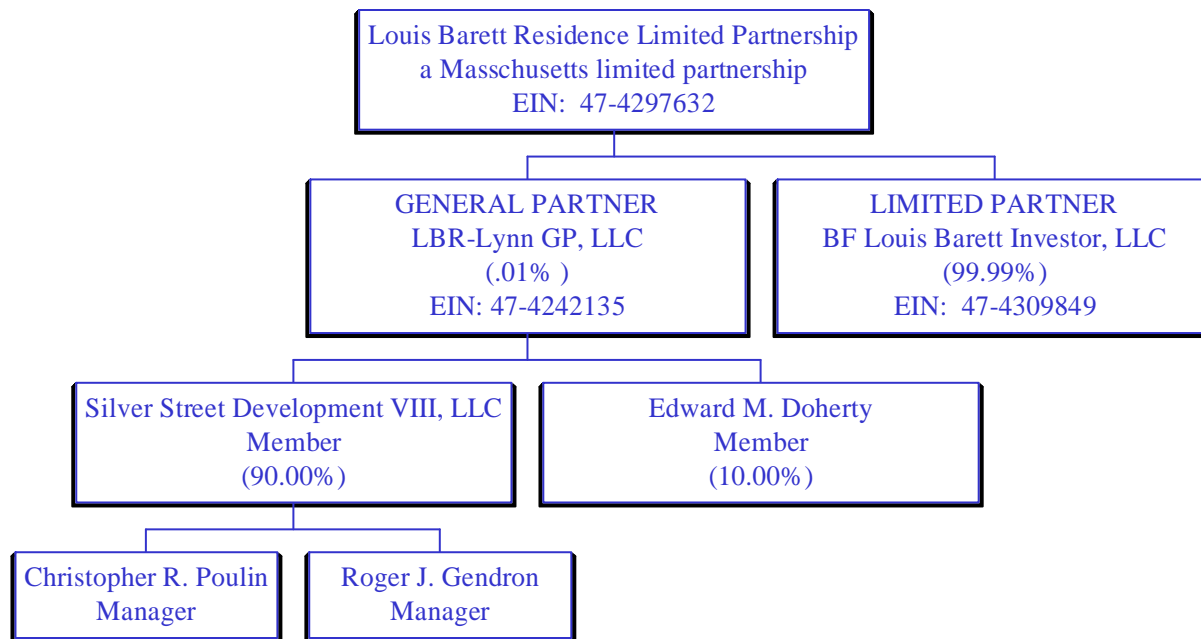


Christopher R. Poulin

# Louis Barrett Residence

Lynn, MA

## Organizational Chart: LIHTC Owner, GP & LP



6/19/2015

**Tab P – Developer Experience – Option #1\* — Documentation for  
Sebastian Villa**

- Form 8609(s)
- Owner's Operating Agreement and Supporting Documentation
- Organizational Chart

**OPERATING AGREEMENT  
OF  
SEBASTIAN-NEPTUNE URBAN RENEWAL, LLC  
(f/k/a Sebastian-Neptune, LLC)**

THIS OPERATING AGREEMENT (the "Agreement") is made as of the 9<sup>th</sup> day of June, 2015, by and between SEBASTIAN-NEPTUNE URBAN RENEWAL, LLC, a New Jersey limited liability company (the "Company"); and SILVER STREET DEVELOPMENT VIII, LLC, a Maine limited liability company, and any members admitted after the date hereof (each, a "Member" and, collectively, the "Members").

BACKGROUND:

The Member desires to enter into this Agreement to reflect the formation and provide for the governance of the Company, pursuant to and in accordance with the New Jersey Revised Uniform Limited Liability Company Act, N.J.S.A. 42:2C-1 et seq., as amended (the "Law"), and upon the terms and conditions hereinafter set forth.

The Company was formed for the purpose of engaging in the business described herein, and upon its formation the name of the Company was "SEBASTIAN-NEPTUNE, LLC". The name of the Company has heretofore been changed to "SEBASTIAN-NEPTUNE URBAN RENEWAL, LLC," as more particularly described hereinbelow.

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein contained, and intending to be legally bound hereby, it is agreed as follows:

**ARTICLE I  
GENERAL PROVISIONS**

Section 1.01 Formation of the Company; Foreign Authority.

(a) By execution of this Agreement, the Member authorizes or ratifies, as applicable: (i) the filing of a certificate of formation for the Company (the "Original Certificate") with the Office of the Treasurer of the State of New Jersey on June 9, 2015, for the purpose of forming the Company under the Law; and (ii) the filing of a certificate of amendment to the certificate of formation for the Company (the "Amendment") with the Office aforesaid on September 14, 2015, for the purpose of reflecting the Company's qualification as an "urban renewal entity" under the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., as amended (the "LTTE Law"). The Original Certificate, as amended by the Amendment, is referred to herein as the "Certificate".

(b) In addition, the proper officers and representatives of the Company are hereby authorized and empowered on behalf of the Company, at all times during the term of this Agreement, to execute and file on behalf of the Company such certificates and other instruments as may be necessary to maintain the Company as a limited liability Company under the Law, to



maintain the Company as an “urban renewal entity” under the LTTE Law, or to establish and maintain its authority to own its properties and/or transact its business lawfully in any other jurisdiction where such authority may be necessary to comply with law.

Section 1.02 Name of the Company. The name of the Company shall be SEBASTIAN-NEPTUNE URBAN RENEWAL, LLC.

Section 1.03 Purposes. The purposes of the Company will be to engage in any lawful business or activities, as determined and directed by the Member, for which a limited liability company may be organized under the Law, and to enter into, make and perform all contracts and other undertakings, and to engage in any other activities or transactions, ancillary, convenient, incidental, necessary or appropriate in order to carry on any of the foregoing.

Section 1.04 Principal Place of Business and Registered Office of the Company. The principal place of business of the Company shall be located at 33 Silver Street, Suite 200, Portland, Maine 04101, or such other place or places as the Member may from time to time designate. In addition, the Company may maintain other offices as the Member deems advisable.

Section 1.05 Registered Agent. The name and address of the statutory agent of the Company in the State of New Jersey for service of process on the Company shall be:

National Corporate Research, Ltd.  
14 Scenic Drive  
Dayton, New Jersey 08810

or such other person as the Member may designate from time to time in the manner provided by law.

Section 1.06 Term. The term of the Company shall begin on the date on which the Company is formed by the filing of the Certificate, as provided in Section 1.01 hereof. The Company shall dissolve on the first to occur the following of events: (a) the decision by the Member to dissolve the Company; or (b) the date the Company may be otherwise dissolved by operation of law or judicial decree.

Section 1.07 Certificate Provisions. The provisions of Section 11 of the Certificate (the “URE Provisions”) are hereby incorporated in this Agreement by this reference, as if such URE Provisions were fully set forth at this place. In the event of any conflict or inconsistency between the URE Provisions and any provision(s) of this Agreement, the URE Provisions shall govern and control for all purposes.

## **ARTICLE II** **DEFINITIONS**

Section 2.01 Agreement. As used herein, the term "Agreement" shall mean this Operating Agreement, as amended, modified, supplemented or restated from time to time in

accordance with the terms hereof. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby," and "hereunder," when used with reference to this Agreement or any provision hereof, shall be deemed to refer to this Agreement as a whole, unless the context otherwise requires.

Section 2.02 Code. As used herein, the term "Code" shall mean the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder.

Section 2.04 Company. As used herein, the term "Company" shall mean SEBASTIAN-NEPTUNE URBAN RENEWAL, LLC, the limited liability company governed by this Agreement.

Section 2.05 Member. As used herein, the term "Member" and its plural shall mean SILVER STREET DEVELOPMENT VIII, LLC, a Maine limited liability company, and any of its successors and/or assigns.

Section 2.06 NJHMFA. As used herein, the term "NJHMFA" shall mean the New Jersey Housing and Mortgage Finance Agency.

Section 2.07 NJHMFA Mortgage Loan. As used herein, the term "NJHMFA Mortgage Loan" shall mean the NJHMFA conduit bond financing facility intended to provide financing for the Company's purchase and rehabilitation of, and to be secured in part by a mortgage upon, certain real property known as the Sebastian Villa Apartments, located at 2530 W. Bangs Avenue, Neptune Township, Monmouth County, New Jersey.

Section 2.08 Property. As used herein, the term "Property" shall mean all properties and assets of the Member that are used or usable in the conduct of the Company's business, or that inure to or are produced in the operation of the Company's business, in each case of any type or nature whatsoever, and whether real or personal, tangible or intangible, or owned or leased.

### **ARTICLE III** **CAPITAL CONTRIBUTION**

Section 3.01 Capital Contribution. The Member shall contribute One Dollar (\$1.00) and the Property as its initial capital contribution to the Company, in exchange for which contribution the Member shall receive, own and hold one hundred percent (100%) of the total membership interest in the Company.

Section 3.02 Additional Contributions. The Member shall have the right, in its discretion, but shall not be required or obligated, to make any further capital contributions, in the form of money and/or other property. Notwithstanding the foregoing, in the event the Company shall have more than one Member, one or more Member(s) may be required to make additional capital contribution(s) to the extent necessary for any allocations of income, gain, loss and/or expenses of the Company to have substantial economic effect, as defined in Section 704(b) of the Code and the treasury regulations promulgated thereunder.

Section 3.03 No Interest on Capital Contributions. The Member shall not be entitled to

interest on the Member's initial capital contribution.

**ARTICLE IV**  
**TAX PROVISIONS**

Section 4.01 Tax Treatment of the Company. For Federal and state income tax purposes, the Company shall not elect to be treated as a corporation and, unless otherwise provided by any applicable law or regulation, for so long as the Member is the Company's sole member, shall be taxed as a division of, and not an entity separate from, the Member. All items of income, gain, loss, deduction and credit of the Company shall be reported as appropriate on the Member's income tax return, in accordance with applicable law.

**ARTICLE V**  
**MANAGEMENT OF THE COMPANY**

Section 5.01 Member-Managed. The Company shall be member-managed, and its business and affairs shall be managed by the Member or its designee(s).

Section 5.02 Officers.

(a) The Member, in its management of the business and affairs of the Company, may from time to time in its discretion delegate to one or more persons such authority and duties as the Member may deem advisable. Such delegation may include, without limitation, the assignment in writing of titles to any person, regardless of whether such person is a member hereunder, including but not limited to President, Vice President (of which there may be more than one), Secretary, Assistant Secretary, Treasurer, and Assistant Treasurer and/or such other offices as the Member may from time to time deem necessary and appropriate. Unless the Member directs otherwise, if the title is one commonly used for officers of a business corporation formed under the New Jersey Business Corporation Act, the assignment of such title shall constitute the delegation to such person of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made pursuant to the first sentence of this subsection (a). Any number of offices may be held by the same individual. The compensation of all officers and agents will be fixed by the Member. Officers will hold office until their successors are elected and qualified.

(b) Any delegation of authority, appointment to office or grant of title pursuant to subsection (a) hereof may be revoked at any time by the Member. Any of the offices may be left vacant from time to time. In the case of any vacancy occurring in any office of the Company, or the absence or disability of any officer, the vacancy may be filled by removal and replacement of the officer, or by delegation of such officer's powers or duties to any other officer, in either case in the same manner as the original appointment of such officer, and in the Member's sole discretion.

(c) Each of the officers will have such authority and will perform such duties as are customarily incident to their respective offices or as may be specified in this Agreement or from time to time by the Member. Any person dealing with the Company may rely upon the authority of

the Member, or any officer designated in writing as such in accordance with this Section 5.02, in taking any action in the name of or on behalf of the Company, without inquiry into the provisions of this Agreement or compliance herewith. Unless authorized to do so in accordance with the provisions of this Agreement, no agent, or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable pecuniarily for any purpose.

## **ARTICLE VI** **BOOKS, RECORDS, AND REPORTS**

Section 6.01 Books and Records. The Company's books and records, this Agreement, and all amendments thereto shall be maintained at the principal office of the Company or at such other place as the Member may determine. The Company's books and tax records shall be kept on the basis most favorable to the Company and the Member, as decided by the Member after consultation with the Company's tax and accounting advisors.

Section 6.02 Filings with Regulatory Agencies or Taxing Authorities. The Member, at the expense of the Company, shall cause to be prepared and timely filed with appropriate Federal, state, and local regulatory, administrative and taxing bodies all reports and returns required to be filed with such authorities under then current applicable laws, rules, and regulations.

Section 6.03 Tax Matters. In the event the Company shall have more than one Member and shall be subject to administrative or judicial proceedings for the assessment and collection of deficiencies of Federal taxes or for the refund of overpayments of Federal taxes, the Secretary/Treasurer shall act in the capacity of a tax matters partner ("TMP") and shall have all the powers and duties assigned to a TMP under Code Sections 6221-6233 and any treasury regulations thereunder.

## **ARTICLE VII** **DISSOLUTION AND TERMINATION OF THE COMPANY**

Section 7.01 Dissolution. The Company shall be dissolved and terminated upon the earlier to occur of those events set forth in Section 1.06 of this Agreement.

Section 7.02 Liquidation. In the event of dissolution as provided in Section 7.01 above, the properties and assets of the Company shall be paid and distributed in the following order:

(a) All of the Company's debts and liabilities to any persons or entities, including the Member, but excluding secured creditors whose obligations will be assumed or otherwise transferred upon the liquidation of Company assets, shall be paid and discharged and any reserve deemed necessary by the Member for the payment of such debts shall be set aside; and

(b) The balance of the properties and assets of the Company shall then be distributed to the Member.

Section 7.03 Termination Immediately upon the completion of the distribution of Company Property as provided in Section 7.02 hereof, the Company shall terminate.

### **ARTICLE VIII** **AMENDMENT OF AGREEMENT**

Section 8.01 Amendments. This Agreement may be amended by the Member and the Company at any time and from time to time.

Section 8.02 Admission of Additional Members. In the event there shall be more than one Member of the Company, this Agreement shall be amended to set forth the respective rights, responsibilities and interests of each Member. It is acknowledged by the Member that, in the event the Company shall have more than one Member, the Company will be treated, for Federal and state tax purposes, as a partnership. Accordingly, in such event, this Agreement shall be amended to set forth the requirements of Code Section 704 and the Regulations thereunder.

### **ARTICLE IX** **BORROWING; COMPANY EXPENSES**

Section 9.01 Loans by Member to the Company. The Member may, in its discretion, advance monies to the Company for use in its operations. The aggregate amount of such advances shall be an obligation of the Company to the Member and shall be repaid out of Company funds to the Member in accordance with the terms of the advance on the date such loan is made. Interest on advances shall accrue at the applicable rate of interest then in effect as reported by the Internal Revenue Service, or such other interest rate the Member determines to be commercially reasonable. Advances shall be deemed a loan by the Member to the Company and shall not be deemed a capital contribution, and any and all unpaid advances, together with accrued and unpaid interest, shall become immediately due and payable out of the first cash available to the Company after the Company has reserved sufficient funds to meet its obligations as they become due. Notwithstanding the foregoing, any loans between the Member and the Company shall be at the same rate of interest as is paid and applied with respect to any other inter-company Loans between or among Member and its affiliates.

Section 9.02 Payment of Expenses of the Company; Reimbursement of Member. The Company will pay all expenses of Company operations, expenses of Company administration, and all other expenses necessary or advisable for the operation of the business of the Company. All Company expenses shall be billed directly to and paid by the Company. In the event the Member, officer or a manager advances funds to the Company or directly pays Company expenses, such advances or payments shall be deemed loans by the Member, officer or manager to the Company, and the Member, officer or manager shall be fully reimbursed by the Company. The Member, officer or manager may also provide goods, materials and direct services to the Company, on such terms as may be determined to be commercially reasonable by the Member.

### **ARTICLE X** **LIABILITY; INDEMNIFICATION**

Section 10.01 Liability of Member. The liability of the Member and any manager to third parties and creditors of the Company for the debts and liabilities of the Company shall be limited to the fullest extent provided by the Law.

Section 10.02 Indemnification of the Member and Others.

(a) General. To the extent not inconsistent with the Law and other applicable law, the Company, its receiver, or its trustee, shall indemnify the Member, any manager or officer of the Company, and their respective heirs, executors, administrators, successors and assigns, against, and save them and each of them harmless from, any claim, demand, judgment, or liability and against and from any loss, cost, or expense (including, without limitation, reasonable attorneys' fees and court costs, which shall be paid by the Company as incurred), which may be made or imposed upon such persons by reason of any (1) act performed for or on behalf of the Company or in furtherance of the Company's business, (2) inaction on the part of such persons, or (3) liability arising under Federal and state securities laws, to the extent permitted by law, so long as such indemnified party has acted in furtherance of a good faith belief that such course of conduct was in the best interest of the Company and said conduct did not constitute gross negligence, gross misconduct or fraud. To the extent that this Section 10.02 is inconsistent with and not permitted under the Law, the Law shall control. Nevertheless, it is the intent of this Section 10.02 that the aforementioned parties be indemnified by the Company to the maximum extent permitted by law.

(b) Liability for Laws or Omissions. To the extent not inconsistent with applicable law, no indemnified party hereunder shall be liable, responsible, or accountable in damages or otherwise to the Company, the Member or any other party for any action taken or failure to act on behalf of the Company within the scope of the authority conferred upon the indemnified party by this Agreement or by law, so long as the indemnified party has acted in furtherance of a good faith belief that such course of conduct was in the best interest of the Company, the Member or its affiliates and said conduct did not constitute gross negligence, gross misconduct or fraud.

**ARTICLE XI**  
**MISCELLANEOUS PROVISIONS**

Section 11.01 NJHMFA Provisions. For so long as the Company's application for the NJHMFA Mortgage Loan is pending, and thereafter for so long as any part of the NJHMFA Mortgage Loan remains outstanding, the provisions of this Section 11.01 shall apply. The Company acknowledges that any review of the provisions of this Operating Agreement by the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") is performed in accordance with its responsibility as Lender and is intended only to assure that the Company is validly formed according to law, with the legal authority to borrow the funds which will constitute the NJHMFA Mortgage Loan and to operate the Property securing the NJHMFA Mortgage Loan. Notwithstanding any other provisions herein, the Company acknowledges and agrees that as a condition of obtaining the NJHMFA Mortgage Loan, that the NJHMFA statutes, rules and regulations and all the financing documents in connection with the NJHMFA Mortgage Loan, are

applicable to the Company and the Property securing the NJHMFA Mortgage Loan. The Company further acknowledges that, except as contained in this Section, the NJHMFA makes no representations express or implied, as to this Operating Agreement; and the Company and the Members shall not rely upon the NJHMFA review of this Operating Agreement.

Section 11.02 Article and Section Headings. The article and section headings in this Agreement are inserted for convenience and identification only and do not define or limit the scope, extent, or intent of this Agreement or any of the provisions hereof.

Section 11.03 Construction. As appropriate in context, whenever the singular number is used herein, the same shall include the plural, and the neuter, masculine, and feminine genders shall include each other. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no other implication shall be drawn therefrom.

Section 11.04 Severability. If any term or provision of this Agreement is found to be illegal, or if the application thereof to any person or any circumstance shall to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each covenant, condition, term, and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 11.05 Governing Law. This Agreement has been executed in and shall be construed and enforced in accordance with, and governed by, the laws of the State of New Jersey.

Section 11.06 Further Assurances. The Member will execute and deliver such further instruments and do such further acts as may be required to carry out the intent and purposes of this Agreement and to comply with the Law.

Section 11.07 Creditors. None of the provisions of this Agreement shall be construed for the benefit of or enforceable by any of the creditors of the Company or any creditors of the Member.

Section 11.08 Binding Effect. This Agreement, except as otherwise herein provided, shall be binding upon and inure to the benefit of the Member, its successors and permitted assigns.

Section 11.09 Entire Agreement. This Agreement represents the entire understanding and supersedes and cancels any and all prior negotiations, undertakings and agreements with respect to the subject matter hereof.

Section 11.10 Section 754 Election. The Member may, in his sole discretion, upon the timely written request of a transferee of a membership unit in the Company, cause the Company to make or revoke an election under Section 754 of the Code.

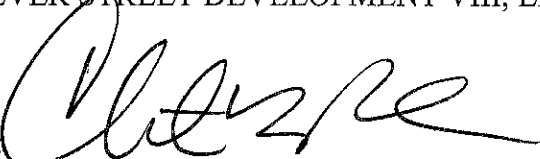
[signatures on following page]

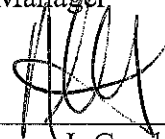
**SIGNATURE PAGE TO OPERATING AGREEMENT**  
For  
**SEBASTIAN-NEPTUNE URBAN RENEWAL, LLC**

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby, have executed this Agreement on the day and year above first written.

**MEMBER:**

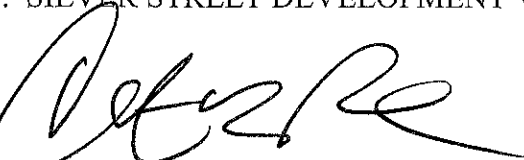
SILVER STREET DEVELOPMENT VIII, LLC

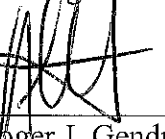
By:   
Name: Christopher R. Poulin  
Title: Manager

By:   
Name: Roger J. Gendron  
Title: Manager

**COMPANY:**

SEBASTIAN-NEPTUNE URBAN RENEWAL, LLC  
BY: SILVER STREET DEVELOPMENT VIII, LLC

By:   
Name: Christopher R. Poulin  
Title: Manager

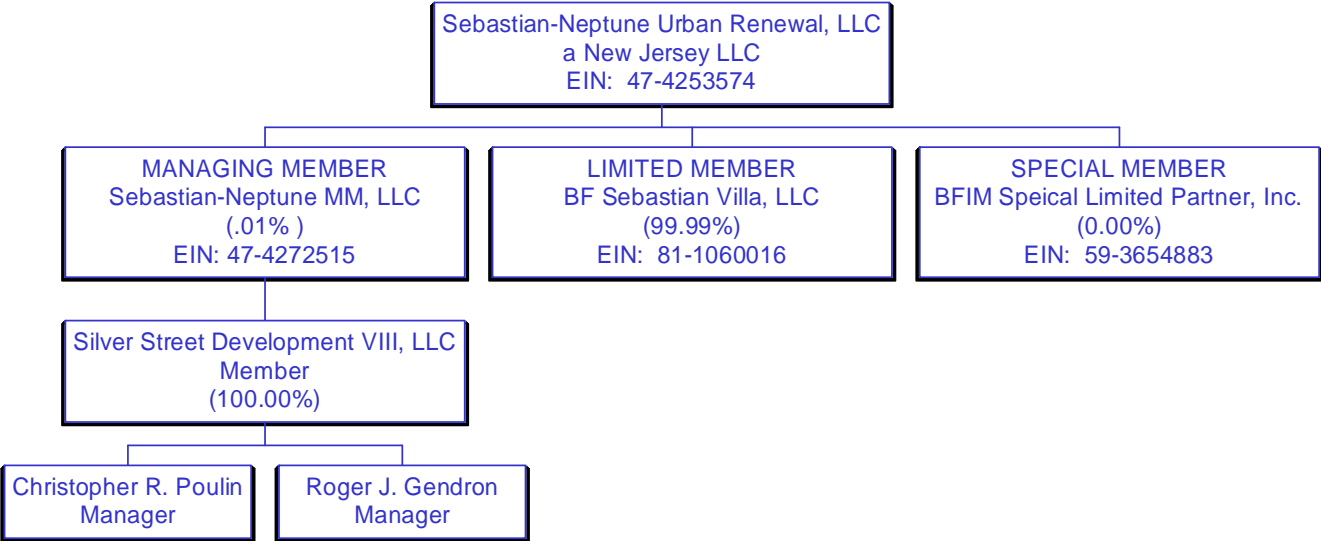
By:   
Name: Roger J. Gendron  
Title: Manager



# Sebastian Villa

Neptune, NJ

## Organizational Chart: LIHTC Owner, MM & LM



**Tab P – Developer Experience – Option #1\* — Documentation for  
Adams Templeton**

- Form 8609(s)
- Owner's Operating Agreement and Supporting Documentation
- Organizational Chart

**AT-DORCHESTER LIMITED PARTNERSHIP  
AGREEMENT OF  
LIMITED PARTNERSHIP**

This Agreement (the "Agreement") is entered into as of October 30, 2015 by and among AT-Dorchester GP, LLC as General Partner (referred to herein as the "General Partner"), and Christopher R. Poulin, as Limited Partner (referred to herein as the "Limited Partner").

WHEREAS the General Partner and the Limited Partner are the sole partners of AT-Dorchester Limited Partnership, a Massachusetts Limited Partnership (the "Partnership"); and

WHEREAS as of October 30, 2015, the General Partner executed a Certificate of Limited Partnership (the "Certificate") for the formation of the Partnership and was filed with the Secretary of State of the Commonwealth of Massachusetts on November 3, 2015; and

WHEREAS the Partnership has been formed to acquire, develop, finance, construct, own, maintain, operate and sell or otherwise dispose of an 76 unit multifamily apartment complex intended for rental to low-income individuals and families, known as Adams Templeton located in Dorchester, Massachusetts (the "Project"); and

WHEREAS the Partners now desire to set forth all of the provisions governing the Partnership.

Accordingly, for mutual consideration paid and received among the parties hereto, the parties, desiring to form a Limited Partnership under the Act, hereby execute the following Agreement:

1. The name of the Partnership is

AT-DORCHESTER LIMITED PARTNERSHIP.

2. The address of the principal office of the Partnership and the address at which records of the Partnership are kept is 50 Franklin Street, Boston, MA 02110; the name and address of the agent for service of process for the Partnership is Edward M. Doherty, Esquire, 50 Franklin Street, 3rd Floor, Boston, MA 02110.

3. The mailing address of the Partnership is 50 Franklin Street, Boston, MA 02110.

4. The name, business address, initial contribution and ownership interest in the Partnership of the present and current General Partner is as follows:

AT-Dorchester GP, LLC 50 Franklin Street Boston, MA 02110	\$ 0.10	0.01%
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Substitute and additional General Partners may be admitted to the Partnership by execution of an Amendment to this Agreement and an Amendment to the Certificate of Limited Partnership.

5. The name, business address, initial contribution and ownership interest in the Partnership of the present and current Limited Partners are as follows:

Christopher R. Poulin 33 Silver Street, Suite 200 Portland, ME 04101	\$99.90	99.99 %
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Substitute and additional Limited Partners may be admitted to the Partnership by execution of an Amendment to the Certificate and this Agreement.

6. The term of the Partnership shall commence on the date hereof and shall continue until **December 31, 2065.**

7. The character of the business of the Partnership is to (a) acquire, own, and operate an affordable housing apartment complex known as Adams Templeton located in Dorchester, Massachusetts and to (b) conduct such other business as shall be incidental to the above. The Partnership may engage in such other business as the General Partner and a majority in interest of the Limited Partners may from time to time determine, provided that the Partnership shall not engage in any business prohibited by law.

8. For the purpose of this Agreement, the term "Profits" and "Losses" shall mean net income or net loss as determined under generally accepted accounting principles applied on a consistent basis and taking into account all ordinary and extraordinary items. Allocations of profits and losses shall be made as of the close of each fiscal year as follows:

- (a) Ninety-nine and ninety nine one hundredth of one percent (99.99%) of all losses sustained by the Partnership shall be allocated to and charged against the Limited Partner in accordance with their relative ownership interest in the Partnership as set forth in Paragraph 5 of this Agreement. One hundredth of one percent



(0.01%) of all losses sustained by the Partnership shall be allocated to and charged against the General Partner.

- (b) Allocation of Profits: Ninety-nine and ninety-nine one hundredth of one percent (99.99%) of all profits shall be allocated to and credited to the Limited Partner in accordance with their relative ownership interest in the Partnership as set forth in Paragraph 5 of this Agreement. One hundredth of one percent (0.01%) of all profits shall be allocated to and credited to the General Partner.

After the determination of reasonable and adequate reserves for cash, all remaining cash shall be allocated and distributed at the end of each fiscal year on the same basis as profit and losses are allocated above.

9. Upon any sale or refinancing of all or any part of the Project, the proceeds derived from any such sale or refinancing will, to the extent available, be applied in the following order:

- (a) to payment of debts and liabilities of the Partnership, including expenses of the sale or refinancing;
- (b) in the case of a sale, to the establishment of reasonable reserves necessary to meet contingent liabilities;
- (c) to the payment of debts and liabilities of the Partnership to the Partners;
- (d) to the payment of the Limited Partner of an amount equal to 100% of their capital contributions to the Partnership in accordance with their relative Limited Partnership percentages, taking into account all previous distributions to the Limited Partner;
- (e) the balance, if any, would be distributed as follows: ninety-nine and ninety-nine hundredths percent (99%) to the Limited Partner in accordance with their relative ownership interest and one hundredth of one percent (0.01%) to the General Partner.

10. No Limited Partner shall, directly or indirectly, sell, assign, pledge, transfer or, in any manner whatsoever, dispose of all or any part of his, her, or, its interest in the Partnership without obtaining the prior written consent of the General Partner after having first furnished to the General Partner the identity of the proposed transferee, the terms of the proposed transaction and such other information as the General Partner may reasonably request. A Limited Partner who assigns all or any part of his interest in the Partnership in accordance with the above shall have the right to designate his assignee a Substitute Limited Partner.

11. Additional Limited Partners may from time to time be admitted to the Partnership by the General Partners upon the consent of a majority in interest of the existing Limited Partners.

12. There is no right of one or more of the Limited Partners to priority over the other Limited Partners as to contributions or as to compensation by way of income.

13. Upon the death, retirement or incapacity of the General Partner, the Partnership shall be dissolved, provided however that a majority in interest of the Limited Partners shall have the right and the power to admit a new General Partner and to continue the business of the Partnership in a reconstituted Partnership with all the old Limited Partners and the new General Partner.

14. The Limited Partners are not restricted to a receipt of cash in return for their contributions, although they are not granted in specific terms the right to demand and receive property other than cash.

15. The General Partner is hereby authorized and empowered to execute any such note, mortgage, regulatory agreement, or other document required in connection with any loan made to finance the property or further the purposes of this Partnership.

Notwithstanding any provisions of this Agreement, the General Partner is specifically authorized to apply for and obtain Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code. The General Partner is further authorized to (a) solicit one or more new partners to acquire limited partnership interests; (b) syndicate the Partnership's interests in such Low-Income Housing Tax Credits; and (c) prepare all documentation to transfer any or all Limited Partner interests herein to said new Partners. The Limited Partner hereunder shall execute all documents necessary to complete such transfer.

16. The General Partner shall have full, exclusive and complete discretion in the management and control of the business of the Partnership and, except as otherwise provided for herein:

- (a) The powers and duties of the General Partner who, subject to the terms and provisions of this Agreement, shall manage the business affairs of the Partnership.
- (b) The General Partner shall serve as the Tax Matters Partner for purposes of compliance with the Internal Revenue Code. The Partners agree to perform acts necessary to designate the General Partner as the Tax Matters Partner.



- (c) If the General Partner shall fail to perform any act which materially and adversely affects the continued operations of the Partnership (a "Default"), any other Partner may at any time thereafter give written notice of the Default to the General Partner. For each such occasion of a Default, the General Partner shall have 30 days after notice is given to cure the Default. Upon failure to cure such Default within the 30 day cure period, the other partners may remove the General Partner from that position, and appoint a new General Partner to assume the title, rights and duties of General Partner, pursuant to Section 13 hereof. Defaults shall include:
- (i) Failure to file on the date due any tax return (a request for an extension to file that is filed within the time limits for extensions shall be considered timely filing);
  - (ii) Failure to obtain and timely pay premiums on insurance coverage for the project required under the mortgages covering the Project
  - (iii) Failure to make any mortgage or loan payment prior to the date on which the lender could claim a default under the applicable mortgage or loan terms; and
  - (iv) Failure to operate the Project consistent with the requirements of Section 42 of the Code.
- (d) The General Partner may not take any of the following actions unless it has first received the consent of a majority of the interests of the other partners:
- (i) the dissolution, merger, consolidation, or termination of the Partnership (which also requires the consent of the Limited Partners);
  - (ii) the admission of a new Partner;
  - (iii) entering into any contract or other arrangement for the provision of goods or services with a related or affiliate person or entity or engaging in any other transaction or other matter involving an actual or potential conflict of interest;

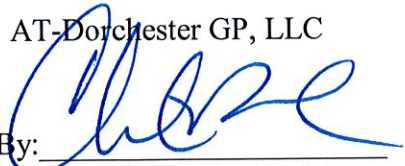
- (iv) the approval of an amendment to the Partnership Agreement (which also requires the consent of the Limited Partner);
- (v) taking any action to bring, prosecute, or terminate any derivative action brought in the name of the Partnership, or confessing a judgment against the Partnership; or
- (vi) the indemnification of any Partner or other person or entity.

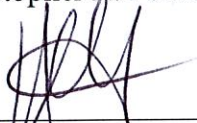
17. This Agreement may be executed in counterparts, with each counterpart deemed as an original, and all such originals shall together constitute one complete executed copy.

WITNESS the execution hereof under seal as of the date first above-written.

GENERAL PARTNER:

AT-Dorchester GP, LLC

By:   
Christopher R. Poulin, Manager

By:   
Roger J. Gendron, Manager

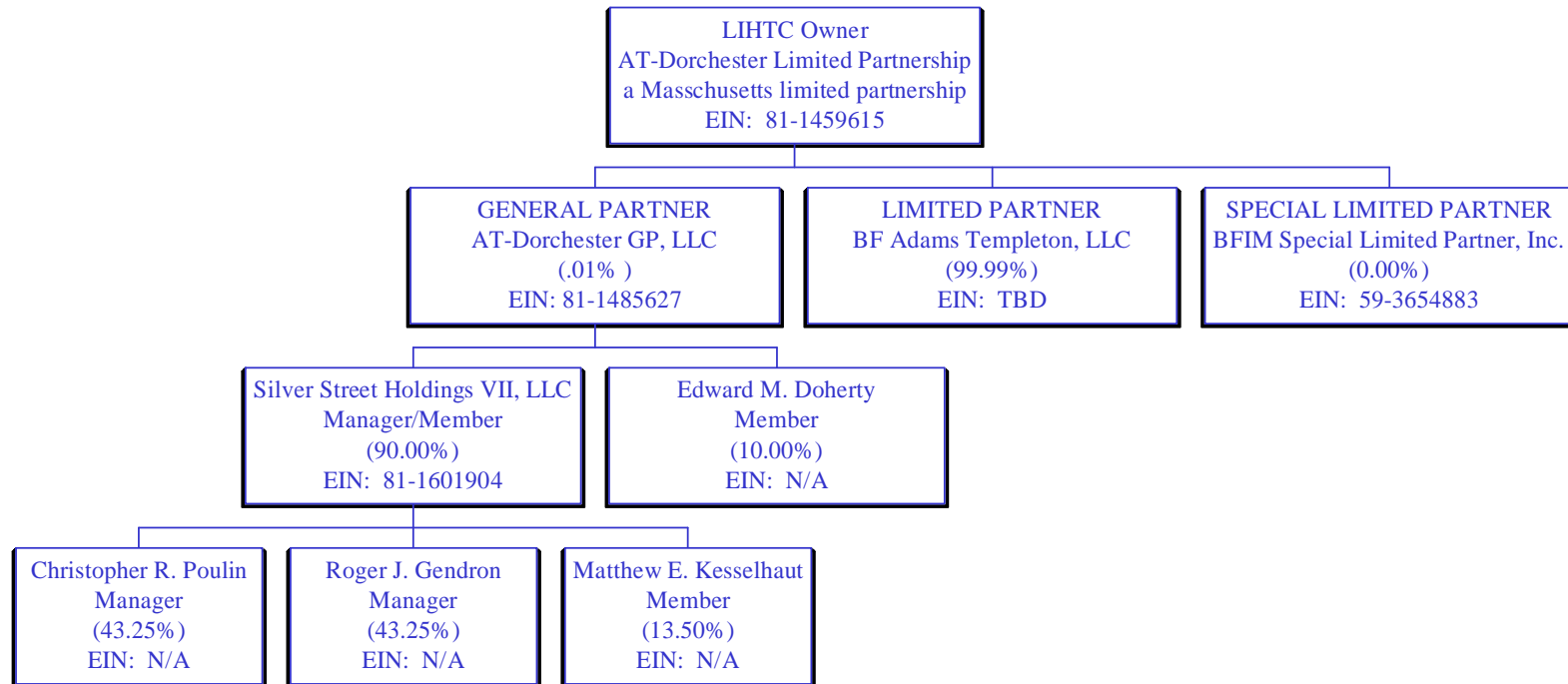
LIMITED PARTNER:

  
Christopher R. Poulin



# Adams Templeton Dorchester, MA

## Organizational Chart: LIHTC Owner, GP & LP



3/7/2016

Q

Documentation of Rental  
Assistance

## **Tab Q – Documentation of Rental Assistance**

Prior to or at the same time of the new owner's acquisition of the Property and simultaneous with the closing of the proposed 4% LIHTC transaction, the new owner, Richmond-Henrico Arms Limited Partnership, will secure a new, 20-year Section 8 HAP contract from HUD via an Option One B Mark-Up-To-Market renewal request.

**U.S. Department of Housing and Urban Development  
Office of Housing**

**Project-based Section 8  
HOUSING ASSISTANCE PAYMENTS  
BASIC RENEWAL CONTRACT  
MULTI-YEAR TERM**

**HENRICO ARMS APARTMENTS**

**PREPARATION OF CONTRACT**

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Basic Renewal Contract. The instructions are not part of the Renewal Contract

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**U.S. Department of Housing and Urban Development  
Office of Housing**

**Project-based Section 8**

**HOUSING ASSISTANCE PAYMENTS**

**BASIC RENEWAL CONTRACT<sup>1</sup>**

**MULTI-YEAR TERM**

**1 CONTRACT INFORMATION<sup>2</sup>**

**PROJECT**

**Section 8 Project Number:** VA36M000043

**Section 8 Project Number of Expiring Contract:** SAME

**FHA Project Number (if applicable):** N/A

**Project Name:** HENRICO ARMS APARTMENTS

**Project Description:<sup>3</sup>**

Henrico Arms Apartments consists of 232 total Walk-up/Gardens Units. There are 230 Section 8 contracted units (72-1BR, 116-2BR and 42-3BR units) and 2 Non-Section 8 Units (2-3BR units). Property is located at 1664 Henrico Arms Place in Richmond, VA 23231-3807. Project is in Henrico County, VA.

**TYPE OF RENEWAL**

- Check this box for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal).
- Check this box for a project renewed at exception rents under Section 524(b)(1) of MAHRA.

**PARTIES TO RENEWAL CONTRACT**

**Name of Contract Administrator<sup>4</sup>**

JEFFERSON COUNTY ASSISTED HOUSING CORPORATION

**Address of Contract Administrator**

500 OFFICE PARK DRIVE SUITE 300  
BIRMINGHAM, AL 35223

**Name of Owner<sup>5</sup>**

HENRICO-RICHMOND, LP

**Address of Owner**

c/o Silver Street Development Corp.  
33 Silver Street, Suite 300  
Portland, Maine 04101-4132



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## 2 TERM AND FUNDING OF RENEWAL CONTRACT

- a The Renewal Contract begins on March 01, 2012<sup>6</sup> and shall run for a period of 20 (Twenty)<sup>7</sup> years.
- b Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ 1,890,243,<sup>8</sup> an amount sufficient to provide housing assistance payments for approximately 12<sup>9</sup> months of the first annual increment of the Renewal Contract term.
- c HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

## 3 DEFINITIONS

**ACC.** Annual contributions contract.

**Anniversary.** The annual recurrence of the date of the first day of the term of the Renewal Contract.

**Contract rent.** The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

**Contract units.** The units in the Project which are identified in Exhibit A by size and applicable contract rents.

**Fifth year anniversary.** The Renewal Contract annual anniversary that falls at expiration of each 5-year period of the Renewal Contract term.

**Fifth year comparability adjustment.** An adjustment of contract rents by the contract administrator at the Fifth Year Anniversary. The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

**HAP contract.** A housing assistance payments contract between the Contract Administrator and the Owner.

**HUD.** The United States Department of Housing and Urban Development.

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**HUD requirements.** HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract.

**MAHRA.** The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384), as amended.

**Mid-term comparability adjustment.** An adjustment of contract rents by the contract administrator within each 5-year period of the Renewal Contract term (in addition to the comparability analysis and adjustment at the Fifth Year Anniversary). The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

**OCAF.** An operating cost adjustment factor established by HUD.

**PHA.** Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937. 42 U.S.C. 1437 et seq.).

**Project.** The housing described in section 1 of the Renewal Contract.

**Renewal Contract.** This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

#### 4 RENEWAL CONTRACT

##### a Parties

- (1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 9

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(HUD requirements), section 10 (statutory changes during term) and section 11 (PHA default), of the Renewal Contract.

**b Statutory authority**

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 524 of MAHRA.

**c Expiring Contract**

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire prior to the beginning of the term of the Renewal Contract.

**d Purpose of Renewal Contract**

(1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.

(2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the Owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

**e Contract units**

The Renewal Contract applies to the Contract units.

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## 5 EXPIRING CONTRACT – PROVISIONS RENEWED

- a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).
- b All provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:
  - (1) Identification of contract units by size and applicable contract rents;
  - (2) The amount of the monthly contract rents;
  - (3) Contract rent adjustments; and
  - (4) Project account (sometimes called “HAP reserve” or “project reserve”) as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.
- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

## 6 CONTRACT RENT

### a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A of the Renewal Contract.

### b Contract rent adjustments

#### (1) OCAF or Budget-Based Rent Adjustments

- (a) Except as provided in section 6b(2) below (concerning comparability adjustments at each Fifth

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Year Anniversary and discretionary comparability adjustments within each five-year term), during the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by either of the following methods (as determined by the Contract Administrator in accordance with HUD requirements):

- (i) Using an OCAF; or
  - (ii) At the request of the owner, based on the budget for the Project, as approved by the Contract Administrator in accordance with HUD requirements.
- (b) Adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for adjustment of rent at each Fifth Year Anniversary (as determined in accordance with section 6b(2)(b) below).

**(2) Comparability adjustments**

- (a) **Applicability.** This section 6b(2) is applicable only if the contract has been renewed pursuant to Section 524(a) of MAHRA. This section 6b(2) does not apply to a project renewed at exception rents under Section 524(b)(1) of MAHRA (See section 1 of the Renewal Contract).
- (b) **Fifth year adjustment (comparability adjustment at expiration of each 5-year period, *if applicable*).**
  - (i) This section 6b(2)(b) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).
  - (ii) At the expiration of each 5-year period of the Renewal Contract term ("Fifth Year Anniversary"), the Contract Administrator shall conduct a comparability analysis of existing contract rents. At such Fifth Year Anniversary of the Renewal Contract, the Contract

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Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable market rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

- (iii) To assist in the redetermination of contract rents at each Fifth Year Anniversary, the Contract Administrator may require that the Owner submit to the Contract Administrator a rent comparability study prepared (at the Owner's expense) in accordance with HUD requirements.

**(c) Mid-term adjustment (discretionary comparability adjustment within 5-year term)**

In addition to the comparability analysis and adjustment of contract rents at the Fifth Year Anniversary, HUD may, at HUD's discretion, require or permit the Contract Administrator to conduct a comparability analysis and adjustment of contract rents ("mid-term adjustment"), one more time within each 5-year period of the Renewal Contract term

**(d) Adjusting contract rent**

At the time of a fifth year or mid-term comparability adjustment, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

**(3) Procedure for rent adjustments during renewal term**

- (a) To adjust contract rents during the term of the Renewal Contract (including an OCAF or budget-

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based adjustment in accordance with section 6b(1), or a fifth year or midterm adjustment in accordance with section 6b(2)), the Contract Administrator shall give the Owner notice with a revised Exhibit A that specifies the adjusted contract rent amounts.

- (b) The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall specify when the adjustment of contract rent is effective.
- (c) Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

**(4) No other adjustments**

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

**7 OWNER WARRANTIES**

- a The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

**8 OWNER TERMINATION NOTICE**

- a Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
- b If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant



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rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

## **9 HUD REQUIREMENTS**

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

## **10 STATUTORY CHANGES DURING TERM**

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

## **11 PHA DEFAULT**

- a** This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b** If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

## **12 EXCLUSION OF THIRD-PARTY RIGHTS**

- a** The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with the Contract



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Administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.

- b** The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.
- c** If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

### **13 WRITTEN NOTICES**

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party's address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party's designated address.

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**SIGNATURES**

**Contract administrator (HUD or PHA)**

Name of Contract Administrator

JEFFERSON COUNTY ASSISTED HOUSING CORPORATION

By: \_\_\_\_\_

Signature of authorized representative

ERIC Q. STRONG, CHIEF EXECUTIVE OFFICER

Name and official title

Date \_\_\_\_\_

**U.S. Department of Housing and Urban Development**

By: \_\_\_\_\_

Signature of authorized representative

Charles C. Famuliner, Authorized Agent, Richmond Multifamily Program Center

Name and official title

Date \_\_\_\_\_

**Owner**

Name of Owner

HENRICO RICHMOND, LP

By: \_\_\_\_\_

Signature of authorized representative

Roger J. Gendron, Manager

Name and title

Date 2-6-12

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**EXHIBIT A**
**IDENTIFICATION OF UNITS ("CONTRACT UNITS")**
**BY SIZE AND APPLICABLE CONTRACT RENTS**
**Section 8 Contract Number: VA36M000043**
**FHA Project Number (if applicable): N/A**
**Effective Date of the Rent Increase (if applicable): 3/1/2012**

<u>Number of Contract Units</u>	<u>Number of Bedrooms</u>	<u>Contract Rent</u>	<u>Utility Allowance</u>	<u>Gross Rent</u>
72	1 BR	\$774	\$0	\$774
116	2 BR	\$868	\$0	\$868
42	3 BR	\$1004	\$0	\$1004

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**NOTE:** This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

Comments:

**EXHIBIT B**  
**DISTRIBUTIONS LIMITATION**

**FOR PROJECT NOT SUBJECT TO DISTRIBUTIONS LIMITATION:**

If the project is not subject to any limitation on distributions of project funds, either pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, neither HUD nor the PHA may impose any additional limitation on distributions of project funds during the term of the Renewal Contract.

**FOR PROJECT SUBJECT TO DISTRIBUTIONS LIMITATION:**

If the project is subject to any limitation on distributions of project funds pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, such limitation on distributions shall continue to be applicable during the term of the Renewal Contract, provided that the owner may take an increased distribution in accordance with the Section 8 Renewal Policy Guidance for Renewal of Project-Based Section 8 Contracts, (the "Guidebook").

However, owners of Section 8 properties must maintain the property in good condition, as demonstrated by a REAC score of 60 or higher, in order to take increased distributions.

The owner shall comply with the distribution limitations. The maximum distribution to the owner shall be equal to the total of:

- 1 The limited distribution permitted pursuant to the FHA Regulatory agreement or the Expiring Contract, **plus**
- 2 Any increased distribution as approved by HUD in accordance with the Guidebook.

# Rent Schedule Low Rent Housing

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

OMB Approval No. 2502-0012  
(Exp. 8/31/2013)

See page 3 for instructions, Public Burden Statement and Privacy Act requirements.

<b>Henrico Arms Apartments (VA36M000043)</b>	FHA Project Number <b>N/A</b>	Date Rents Will Be Effective <b>March 1, 2012</b>
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## Part A -- Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type  (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances  Effective Date: (mm/dd/yyyy)	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Section 236 Projects Only)	
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)			Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
<b>Section 8 Units</b>							
1 BR	72	\$774	\$55,728		\$774		
2 BR	116	\$868	\$100,688		\$868		
3 BR	42	\$1,004	\$42,168		\$1,004		
<b>Non-Section 8 Units</b>							
3 BR	2	\$1,004	\$2,008		\$1,004		
<b>Total Units</b>							
		Monthly Contract Rent Potential (Add Col. 4)*				Monthly Market Rent Potential (Add Col. 8)*	
		Yearly Contract Rent Potential (Col. 4 Sum x 12)*				Yearly Market Rent Potential (Col. 8 Sum x 12)*	

\*These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

## Part B -- Items Included in Rent

Equipment/Furnishing In Unit (Check those included in rent.)

<input checked="" type="checkbox"/> Range	<input type="checkbox"/> Dishwasher	<input type="checkbox"/>
<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Carpet	<input type="checkbox"/>
<input checked="" type="checkbox"/> Air Conditioner	<input type="checkbox"/> Drapes	<input type="checkbox"/>
<input checked="" type="checkbox"/> Disposal	<input checked="" type="checkbox"/> Blinds	<input type="checkbox"/>

Utilities Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item): E= Electric; G=Gas; F=Fuel Oil or Coal.

<input checked="" type="checkbox"/> Heating <u>G</u>	<input checked="" type="checkbox"/> Hot Water <u>G</u>	<input type="checkbox"/> Lights, etc. <u>E</u>
<input checked="" type="checkbox"/> Cooling <u>E</u>	<input checked="" type="checkbox"/> Cooking <u>G</u>	<input type="checkbox"/>

Services/Facilities (check those included in rent)

<input checked="" type="checkbox"/> Parking	<input checked="" type="checkbox"/> Garbage Collec	<input type="checkbox"/> Nursing Care
<input type="checkbox"/> Laundry	<input checked="" type="checkbox"/> Pest Control	<input type="checkbox"/> Linen/Maid Service
<input type="checkbox"/> Swimming Pool	<input checked="" type="checkbox"/> Cold Water	<input type="checkbox"/>
<input type="checkbox"/> Tennis Courts	<input type="checkbox"/>	<input type="checkbox"/>

## Part C -- Charges in Addition to Rent (e.g., parking, cable TV, meals)

Purpose	Monthly Charge
NONE	

## Part D -- Non-Revenue Producing Space

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
Maintenance Unit	3 BR	\$1,004
Maintenance Unit	3 BR	\$1,004
Total Rent Loss Due to Non-Revenue Units		\$2,008

## Part E -- Commercial Space (retail, offices, garages, etc.)

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft. (Col. 2 divided by Col. 3)
Laundry	\$957		
Total Commercial Rent Potential			\$11,484

## Part F -- Maximum Allowable Rent Potential

Enter maximum Allowable Monthly Rent Potential From Rent Computation Worksheet (to be completed by HUD or Lender)	<b>\$198,584</b>
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**Part G - Information on Mortgagor Entity**

Name of Entity

**Henrico-Richmond, LP**

Type of Entity

- Individual     General Partnership     Joint Tenancy/Tenants in Common     Other (specify)
- Corporation     Limited Partnership     Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

**Roger J. Gendron, Manager, LP**

Name and Title

**Affordable Housing Consultants, Inc., Roger J. Gendron, Manager, LLC Member**

Name and Title

**Christopher R. Poulin, LLC Member**

Name and Title

**Fitch Realty Advisors Inc., Drew T. Fitch, Manager LLC Member**

Name and Title

**Henrico-Richmond, LP**

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

**Part H – Owner Certification**

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Authorized Official's Signature

Date (mm/dd/yyyy)

**Roger J. Gendron, Manager**

2-6-12

**Part I – HUD/Lender Approval**

Addendum Number

Branch Chief/Lender Official Signature

HAP Contract Number

VA36M000043

Date (mm/dd/yyyy)

Exhibit Number

Director, Housing Management Division Signature

Loan Servicer Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

R

Documentation of  
Operating Budget

2019 Low-Income Housing Tax Credit Application For Reservation

M. OPERATING EXPENSES

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$9,000
2. Office Salaries			\$128,000
3. Office Supplies			\$14,000
4. Office/Model Apartment	(type _____ )		\$0
5. Management Fee			\$129,000
<u>4.00%</u> of EGI	<u>\$556.03</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____ )		\$0
8. Legal			\$0
9. Auditing			\$14,000
10. Bookkeeping/Accounting Fees			\$14,000
11. Telephone & Answering Service			\$50,000
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$0
<b>Total Administrative</b>			<b>\$358,000</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$107,000
16. Water			\$79,000
17. Gas			\$44,000
18. Sewer			\$0
<b>Total Utility</b>			<b>\$230,000</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$0
23. Trash Removal			\$16,000
24. Security Payroll/Contract			\$24,000
25. Grounds Payroll			\$0
26. Grounds Supplies			\$4,000
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$173,000
29. Repairs/Material			\$18,000
30. Repairs Contract			\$112,000
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$4,000
<b>Totals Operating &amp; Maintenance</b>			<b>\$351,000</b>



**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$79,000
39. Payroll Taxes	\$84,000
40. Miscellaneous Taxes/Licenses/Permits	\$1,000
41. Property & Liability Insurance	\$92,800
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$256,800</b>

**Total Operating Expense** **\$1,195,800**

**Total Operating Expenses Per Unit** \$5,154 **C. Total Operating Expenses as % of EGI** 37.05%

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const. Elderly Minimum) **\$81,200**

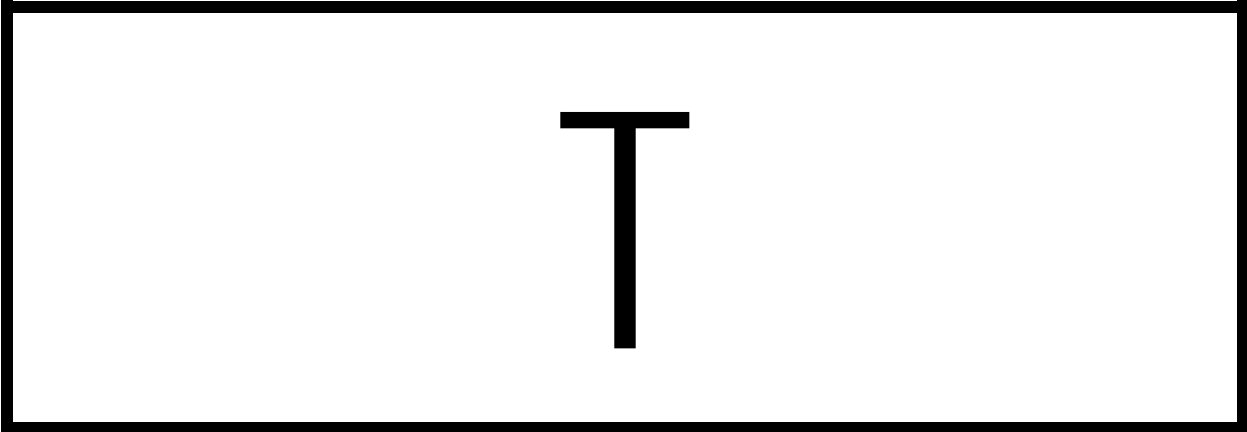
<b>Total Expenses</b>	<b>\$1,277,000</b>
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**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

S

Supportive Housing  
Certification

**Tab S – Supportive Housing Certification – N/A**



T

Funding Documentation

**Tab T – Funding Documentation –**

Term Sheet for HUD 221(d)(4) First Mortgage from Bellweather Enterprise  
Real Estate Capital, LLC

April 1, 2018

Matthew Kesselhaut  
Silver Street Development Corporation  
33 Silver Street, Suite 200  
Portland, ME 04101

Subject: Henrico Arms  
Richmond, VA

Dear Mr. Kesselhaut:

We are writing this letter to confirm the engagement by Silver Street Development Corporation ("you" or "the Client") of Bellwether Enterprise Real Estate Capital, LLC ("we", "Lender" or "Bellwether Enterprise") to provide the services described herein in connection with the above referenced project (the "Project"). We understand that you own or control the Project and desire Bellwether Enterprise to provide FHA mortgage insurance processing and underwriting services and to structure and provide the construction and permanent loan financing (the "Insured Loan") for the Project. We are pleased to have this opportunity to represent and work with you.

**A. FHA Mortgage Insurance Processing Services.**

The Client hereby retains Bellwether Enterprise as its exclusive agent to prepare, submit and process an application (the "Application") for FHA mortgage insurance pursuant to FHA's MAP Section 221d4 Sub Rehabilitation Insured Loan program. Bellwether Enterprise agrees to use its diligent efforts to obtain issuance of an FHA mortgage insurance commitment (the "FHA Commitment") in form and content reasonably acceptable to the Client. In connection with our processing of the Application, the Client agrees to: Comply with all requirements of the MAP program; cooperate with us fully; provide information, documents, and exhibits, when requested by us or required by FHA, in a timely manner; participate (and make your representatives available to participate) in meetings and consultations with FHA; clear with us in advance and provide copies to us of any communications with FHA; and promptly advance the funds necessary to process, underwrite and Close (as defined in the Project Processing Summary) the Insured Loan.

**B. Issuance of FHA Firm Commitment, Rate Lock, Closing and Loan Servicing.**

Upon completing its review of the Firm Commitment Application, FHA may issue the FHA Commitment. If the FHA Commitment is issued, pursuant to a separate funding commitment to be entered into between the Client and Bellwether Enterprise on mutually agreed terms (the



Initial

"Funding Commitment"), Bellwether Enterprise will provide the services necessary to close and provide funding for the Insured Loan. Bellwether Enterprise shall have the exclusive right to close and provide funding for the Insured Loan and to service the Insured Loan. Bellwether Enterprise makes no representation as to whether FHA will issue the FHA Commitment or, if issued, what terms and conditions will be contained the in the FHA Commitment.

Upon execution of the Funding Commitment, the Client will deposit with Bellwether Enterprise the Good Faith Deposit, which will be returned to the Client upon issuance of the initial GNMA security or other security providing funding for the Insured Loan. If the Insured Loan does not close and the Funding Commitment expires for any reason, Bellwether Enterprise may retain the Good Faith Deposit as compensation for services performed by it. Pursuant to the Funding Commitment, Bellwether Enterprise will quote financing terms for the Insured Loan. All financing terms must be acceptable to you. You understand that the processed interest rate contained in the Application is not an estimate or representation by Bellwether Enterprise of the interest rate at which the Insured Loan will be funded.

In the event that the Client is not to be the borrower pursuant to the Insured Loan, the Client may assign its rights and obligations pursuant to this Agreement and the Funding Commitment to the borrower, subject to approval by Bellwether Enterprise.

**C. Project Processing Summary.**

We have listed in the attached Project Processing Summary (the "Summary") certain requirements applicable to the Insured Loan as currently in effect pursuant to FHA's Section 221(d)(4) program, current estimates of fees required in processing the Application and certain information regarding the Project and your financing goals. In addition, the Project Processing Summary lists the various fees and charges payable to Bellwether Enterprise for the services to be provided to you as described in this Engagement Letter:

1. The Engagement Fee is a non-refundable retainer fee payable to us to confirm our business relationship and to cover staff time and out-of-pocket expenses incurred in connection with the processing of your Application.

2. The Financing Fee represents compensation for services rendered by us in originating, underwriting, processing the loan and obtaining the FHA Commitment. The Financing Fee shall be earned at the time the FHA Commitment is issued substantially in the form and content requested in the Application or other form acceptable to the Client and shall be due and payable to us at the earlier to occur of the FHA Closing or the expiration of the FHA Commitment.



Initial

3. The GNMA Placement Fee represents compensation to Bellwether Enterprise for structuring, negotiating and marketing the MBS with competitive investors, locking the rate and funding the construction and permanent loans.

4. The Closing Fee represents an amount to be paid to our counsel for legal services associated with the closing of the Insured Loan.

5. The Premium represents the maximum premium that may be earned by Bellwether Enterprise on the sale of the GNMA security. Bellwether Enterprise agrees to certify to the Client, at the time of rate lock, the premium to be earned.

The Client shall be responsible for all costs incurred in processing and closing the Insured Loan including costs of its counsel, title charges, recording and filing charges, survey charges and all third party charges and costs including bond issuance costs. The Project Processing Summary lists our estimate of certain Third Party Costs which will be incurred in connection with processing the Application, which amount shall be paid to Bellwether Enterprise upon your execution of this Agreement and applied to payment of the costs of required third party reports. Any unexpended amount shall be returned immediately following Closing. In the event such amount shall be insufficient, the Client shall pay such deficiency to Bellwether Enterprise immediately upon demand regardless of whether the Insured Loan closes.

**D. Agreement not a Commitment to Lend.**

Neither this agreement nor any statements contained herein or in correspondence or conversation between the Client and Bellwether Enterprise shall be deemed to obligate Bellwether Enterprise, directly or indirectly, to make a loan to the Client or to issue to the Client the Funding Commitment. Any such commitment to make a loan shall be only upon terms and conditions agreed to by the parties in their sole discretion, and set forth in the Funding Commitment. In the event of any conflict between the terms of this Agreement and the terms of the Funding Commitment, the terms of the Funding Commitment shall govern.

**E. Limitation of Services to be Provided by Bellwether Enterprise.**

The scope of services to be provided by Bellwether Enterprise hereunder is wholly and expressly limited to the matters covered by this agreement, and complying with conditions, requirements or procedures imposed by FHA in connection with the processing of the Application and the issuance of the FHA Commitment. It is agreed that neither the Client nor Bellwether Enterprise shall engage in any lobbying activities, directly or indirectly, to influence FHA in any manner concerning the Project.



\_\_\_\_\_  
Initial



**F. Exclusivity.**

The Client agrees that Bellwether Enterprise shall have the exclusive right to provide mortgage insurance processing services with regard to the Application and to close and fund the Insured Loan.

**G. Advertising.**

The Client authorizes Bellwether Enterprise to publicly use, at its discretion, the name of the Property, Borrower's name, photographs of the Property, and basic transaction information (for example, the number of units in the Property, the loan amount, etc.) relating to the loan.

**H. Miscellaneous.**

1. This agreement shall be binding upon the parties hereto and their heirs, successors and assigns. The parties have made and executed this agreement in exchange for the mutual commitments made herein.
2. This agreement is not and shall not be construed as a commitment to lend. Any such commitment to lend shall be the subject of a separate writing following issuance of the FHA Commitment, and shall reflect the requirements of FHA and Bellwether Enterprise for closing and funding of the Insured Loan, including the rate-lock arrangements which have been agreed to by the Client.
3. The Client understands, acknowledges and agrees that: (i) Bellwether Enterprise has not made any representations or warranties regarding the results of the FHA mortgage insurance processing; (ii) the Target Interest Rate and Target Loan Amount set forth in the Project Processing Summary reflect what you hope to achieve and what Bellwether Enterprise believes it is reasonable to expect FHA will be willing to insure given the information you have provided us, market area data currently available to us, the criteria generally applied by FHA in determining an insurable mortgage under the Section 221(d)(4) program and the interest rate environment prevailing as of this date and (iii) while we will use our skill, expertise and diligent efforts to obtain a mortgage commitment satisfactory to you, we cannot promise or otherwise assure you that we will be successful, nor do we make any representation as to current or future interest rate market conditions or whether such interest rate and loan amount will ultimately be acceptable to FHA.
4. The Client understands the Bellwether Enterprise will rely upon the factual statements and other information provided by the Client in the processing of the Application and hereby affirms that all material information and statements heretofore given (and to be provided hereafter) are (will be) true, complete and accurate as of the date of the submittal of same. Client further agrees to notify us in writing immediately of any material change in the information provided to us.



\_\_\_\_\_  
Initial

5. The Client represents to Bellwether Enterprise that to the best of its knowledge, after due investigation, there is no identity of interest between the Client and Bellwether Enterprise. Identity of interest includes any financial or family relationship between an officer or director of Bellwether Enterprise, its principal staff or contract employees working on the Application and an officer, director or partner of the Client, sponsor or principals or any general or subcontractors working on the Project or the seller of the Project.

If the above arrangements are satisfactory to you, please countersign this letter in the space provided below, initial each of the pages at the bottom, and return the original of this letter to our office, together with a check for the Engagement Fee and the third-party report estimate as detailed in the attached Project Processing Summary. The total is \$51,500.

We look forward to working with you toward the successful closing of your Project.

Sincerely,

*Victor E. Agusta, Jr.*

Victor E. Agusta, Jr.  
Senior Vice President

Approved and Agreed this 4<sup>TH</sup> day of April, 2018.

Borrower: TBD BY SILVER STREET DEVELOPMENT CORP

Name/Title: *Cyrus Parn*

Signature: *[Signature]*

Date: 4.4.18

FEID#: \_\_\_\_\_

Enclosure: Project Processing Summary

*[Initials]*

Initial

**PROJECT PROCESSING SUMMARY: 221(d)(4) Sub Rehab**

**Date:** February 21, 2018

**Borrower:** A Limited Partnership managed by Silver Street Development Corporation

**Project Name:** Henrico Arms

**Project Location:** Richmond, VA

**Number of Units:** 232 Units

**Existing Debt or Purchase Price:** \$18,000,000

**Target Loan Amount:** \$25,683,000

**Target Interest Rate:** Construction and Permanent Loan: 4.25%. This rate is not a predication of the rate that will be available, but rather represents the rate used for initial underwriting.

**Prepayment:** Negotiable. Preferred in the current market environment is a lockout during the construction period plus 1 year thereafter followed by an 9% prepayment penalty in the third year, declining by 1% per year and to 0- the eleventh year.

**Mortgage Term:** 40 years plus construction period

**Amortization Term:** 40 years

**FHA Insurance Program:** 221(d)(4) Sub Rehab

**Security:** The loan shall be secured by a first lien on all project assets.

**Non-Recourse Loan:** This loan will be non-recourse, subject to the provisions for acts of malfeasance as recited in the FHA Regulatory Agreement, form HUD 92466M, Item 50.

**Assumption:** The loan is assumable subject to FHA's approval.

**FHA Application Fee:** HUD requires a fee of \$3 per thousand dollars of the requested mortgage amount for review of the Firm Commitment application. For

market rate transactions, one half of this amount, which is non-refundable, is due with the submission of the pre-application package and the other half is due with the application for Firm Commitment. For affordable new construction or substantial rehabilitation proposals and for any refinancing or acquisition transactions, the entire amount is paid at the Firm Commitment stage.

**FHA Inspection Fee:**

The HUD Inspection Fee is \$5 per thousand of the mortgage amount for new construction and \$5 per thousand of the improvement costs for substantial rehabilitation.

**FHA MIP:**

MIP (Mortgage Insurance Premium) is 0.25% annually.

**Third Party Fees:**

The following third party reports are required by MAP Underwriting Guidelines and the cost of such reports shall be paid for by the Client:

Environmental/Heros	\$4,000
HAZ MAT Testing	TBD
Appraisal Report	\$10,000
HUD AEC Review	\$18,000
Intrusive Testing	\$5,000 est.
Radon	TBD
ETool	\$7,000
<b>Total</b>	<b>\$44,000</b>

If the actual costs are less, the difference will be refunded. If the costs are greater, the Client shall advance the difference to Bellwether Enterprise upon demand. Bellwether Enterprise has diligently negotiated with vendors to receive the lowest cost possible. If unforeseen costs arise Bellwether Enterprise will immediately inform the Client.

**Engagement Fee:** \$7,500

**Financing, Placement and Closing Fees:**

**Financing Fee:** A fee equal to 1% of the mortgage amount, payable from Loan proceeds at Initial Endorsement. The fee would remain the same under a 223(f) execution.

**Placement Fee:** A fee equal to 0% of the mortgage amount. This fee is payable at Initial Endorsement from Loan proceeds.

Closing/Lender Legal Fee: Estimated at \$45,000.

Premium: Maximum of 1.5% of the mortgage amount.

**Good Faith Deposit:** An amount equal to 0.5% of the mortgage amount will be payable pursuant to the Funding commitment.

**Assurance of Completion:** The general contractor shall provide an assurance of completion of construction on forms approved by HUD.

1. For non-elevator buildings, or elevator buildings with three stories or less, where the cost of construction or rehabilitation is more than \$500,000, the assurance shall be in the form of corporate surety bonds for payment and performance, each in the amount of 100% of HUD's estimated cost of construction or rehabilitation including an assumed builder's profit on BSPRA transactions (see Section G Line 50, Form HUD-92246, less architect's design and supervisory fee and mortgagor's other fees). Alternatively, the completion assurance agreement may be secured by a cash deposit or Letter of Credit in the amount of 15% of the HUD estimated cost of construction or rehabilitation.

2. For elevator buildings of four (4) stories or more, the assurance shall be in the form of corporate surety bonds for payment and performance, each in the amount of 100% of HUD's estimated cost of construction or rehabilitation including an imposed builder's profit on BSPRA transactions. Alternatively, the completion assurance agreement may be secured by a cash deposit or Letter of Credit in the amount of 25% of the HUD estimated cost of construction or rehabilitation.

**Builder's Warranty:**

The general contractor must enter into a latent defect agreement with HUD and provide one of the following at Final Endorsement to assure correction of any latent defects:

1. Cash escrow deposit of 2.5% of the principal amount of the mortgage, to be retained in escrow by the Lender for a period of 15 months, or
2. An irrevocable, unconditional letter of credit issued to Lender by a banking institution, or.
3. Surety bond in the amount of 10% of the cost of construction or substantial rehabilitation. The bond must be in effect for 2 years after substantial project completion. The bond must be on Form HUD-3259, Surety Bond Against Defects Due to Defective Materials and/or Workmanship.

Special Conditions:

If Applicable, any Ground Lease of Land, Improvements or both, shall comply with the Terms of the MAP and Multifamily Closing Guide.

Any Real Estate Tax Exemption shall be evidence by (i) a legal opinion acceptable to the Lender and HUD (ii) underwritten in accordance with MAP Guidelines.

If Applicable, all secured and unsecured Secondary Financing, including Deferred Developer Fee and Seller Notes, shall comply with the Terms of the MAP and Multifamily Closing Guide.

If Applicable, Low Income Housing Tax Credit Pay in Schedule shall comply with the Pay in requirements in the MAP Guide & MAP FAQ, e.g. initial pay not less than 20% of the total Low Income Housing Tax Credits.

If Applicable, Any Tax Credit Equity Bridge Loan shall comply with MAP and Multifamily Closing Guide requirements.

If a Section 8 contract applies, the contract shall be for a Term acceptable to the Lender and the U.S. Dept. of HUD., e.g. Project Based Rental Assistance for 20 years or Project Based Vouchers for 15 years, e.g. 202 Projects require a termination of the existing contract and a new 20 year contract to be executed upon closing.

FHA Lender may not include or allow Interim Income as a Source of Funds, other than to illustrate in DSCR analysis during the rehabilitation period and cover mortgageable or non FHA mortgageable costs as permitted by the U.S. Dept. of HUD.

If applicable, LIHTC Investor approval in writing, which may be provide via email shall be provided prior to the rate lock and closing of the insured loan acceptable to the Lender.

If applicable, any Age Restriction regime shall comply with the Fair Housing Act and all FHA Statutory requirements.

If applicable, The MAP Lender is aware of all relevant RAD policies including RAD Use Agreement provisions and ongoing requirements in the case of foreclosure or bankruptcy.

**Wiring Instructions**

Name:	Key Bank Cleveland, Ohio 44144
ABA#:	041001039
Account Name:	Bellwether Enterprise Real Estate Capital, LLC (FHA Disbursement Clearing Acct.)
Account#	359681267415
REFERENCE:	[reference deal name]

### ATTACHMENT A PROFORMA

<b>PROJECT NAME</b> <u>Henrico Arms</u>	<b>CONTACT</b> <u>Victor E. Agusta, Jr.</u>
<b>ADDRESS</b> <u>1664 Henrico Arms Place</u>	<b>TELEPHONE</b> <u>984-833-5962</u>
<b>CITY STATE ZIP</b> <u>Richmond, VA 23231</u>	<b>E-MAIL</b> <u>vagusta@bwecap.com</u>
<b>BORROWER</b> <u>Silver Street Development Corporation</u>	
<b>CONTACT</b> <u>Matthew Kesselhaut</u>	<b>PROPOSED LOAN</b> <u>\$25,683,000</u>
<b>TELEPHONE</b> <u>207-780-9800 x 4</u>	<b>HUD PROGRAM</b> <u>221(d)4 Sub Rehabilitation</u>
<b>E-MAIL</b> <u>mkesselhaut@thesilverstreetgroup.com</u>	<b>DATE</b> <u>April 2, 2018</u>

MAXIMUM MORTGAGE COMPUTATION – the Lowest of:	
CRITERION #1: FHA LOAN AMOUNT REQUESTED	\$25,683,000
CRITERION #3: 90% OF REPLACEMENT COST	\$28,819,900
CRITERION #4: LIMITATIONS PER FAMILY UNIT @ 270% HIGH COST FACTOR	\$45,831,100
CRITERION #5: DEBT SERVICE COVERAGE	\$25,992,100
CRITERION #11: TOTAL COST MINUS GRANTS/LOANS	N/A
<b>MAXIMUM MORTGAGE BASED ON: CRITERION #1</b>	<b>\$25,683,000</b>

PROPERTY INFORMATION	
Number of Units	232

REPLACEMENT COST	
Replacement Cost	\$32,022,198
Loan-to-Cost-Ratio	90%

LOAN STRUCTURE & PAYMENT	
Term (Months)	480
Debt Service Coverage Ratio	1.12
Mortgage Rate	4.25%
MIP (Broadly Affordable/Green)	0.25%
Monthly Payment (P&I only)	\$111,366.68
Monthly Payment (P&I and MIP)	\$116,717.30

ESTIMATED SOURCES AND USES	
FHA Mortgage Amount	\$25,683,000
Builder's Profit	\$0
Other Sources	\$11,782,288
<b>TOTAL SOURCES</b>	<b>\$37,465,288</b>
Total Land Improvements	\$0
Total Structures	\$9,666,667
Total Fees	\$1,231,733
Architect & Engineering	\$417,600
Construction Interest	\$636,724
Taxes During Construction	\$79,000
Construction Insurance	\$98,600
HUD Insurance Premium	\$128,415
HUD Exam Fee	\$77,049
HUD Inspection Fee	\$56,580
Financing Fee	\$256,830
Placement Fee	\$0
Est. Title & Recording	\$30,000
Borrower Legal	\$130,000
Organizational/Third Party Costs	\$44,000
Builder's Profit	\$0
Other Fees	\$1,069,000
FF&E	\$100,000
Processing Fee	\$0
Land Debt	\$18,000,000
Non-mortgagable uses	\$5,443,090
<b>TOTAL USES</b>	<b>\$37,465,288</b>

NOI CALCULATION	
<b>INCOME</b>	
	<b>Annual</b>
Gross Rental Income	\$2,999,508
Other Income	\$26,000
Residential Vacancy Loss (5%)	(\$151,275)
Net Commercial Income	\$0
<b>NET RENTAL REVENUE</b>	<b>\$2,874,233</b>
<b>EXPENSES</b>	
Advertising	\$9,000
Management Fee (4%)	\$114,969
Other Admin	\$88,000
Elevator	\$0
Fuel	\$0
Lighting & Power	\$107,000
Water & Sewer	\$79,000
Gas	\$44,000
Trash	\$16,000
Payroll	\$300,000
Other Operating	\$24,000
Decorating	\$0
Repairs	\$69,600
Exterminating	
Insurance	\$98,600
Ground Expenses	\$4,000
Other Maintenance	\$92,000
Real Estate Tax	\$86,900
Personal Property Tax	\$0
Employee Payroll Tax	\$84,000
Misc. Taxes, Lic. & Permits	\$1,000
Other Expense	\$0
Replacement Reserves	\$81,200
<b>TOTAL EXPENSES &amp; RESERVES</b>	<b>\$1,299,269</b>
<b>NOI</b>	<b>\$1,574,964</b>
Per Unit Expenses	\$5,600

NOTES	

**Warning:** U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration Transactions", provides in part; "Whoever, for the purpose of influencing in any way the action of such Administration ... makes, passes, utters, or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**Warning:** 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious or fraudulent statement or entry in any matter within jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years or both. HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



## SOURCES & USES

Henrico Arms  
Richmond, VA  
TBD

### SOURCES

Mortgage Loan	\$25,683,000	
LIHTC Equity	\$9,930,000	
Deferred Developer Fee	\$1,852,288	
<b>TOTAL SOURCES</b>		<b>\$37,465,288</b>

### USES

Total Structures		\$9,666,667
Total Fees		\$1,649,333
Construction Interest		\$636,724
Taxes During Construction		\$79,000
Construction Insurance		\$98,600
HUD Insurance Premium	.50%	\$128,415
HUD Exam Fee		\$77,049
HUD Inspection Fee		\$56,580
Financing Fee	1.00%	\$256,830
Est. Title & Recording		\$30,000
Borrower Legal		\$130,000
Organizational/Third Party Costs		\$44,000
FF & E		\$100,000
Contingency Reserve (Rehabilitation Only)		\$1,044,000
Relocation Expenses (Rehabilitation Only)		\$25,000
Existing Debt		\$18,000,000
Initial Operating Deficit		\$796,000
Working Capital		\$514,000
VHDA-LIHTC Processing Fee		\$77,000
VHDA-LIHTC Compliance Fee		\$121,800
VHDA-Application Fee		\$1,000
PAMC-3rd Party Costs		\$25,000
PAMC-Construction Monitoring		\$18,000
PAMC-Finance Fee		\$256,830
PAMC-Expense, Processing & Other Fees		\$50,760
PAMC-Legal		\$44,000
Soft Cost Contingency		\$58,000
Accounting-50% Test, 95/5, CC, Audit		\$25,000
Developer Fee		\$3,263,200

SRHA-Commitment/Origination Fee	\$95,000	
SRHA-Counsel	\$10,000	
SRHA-Misc. Bond Issuance/Application	\$5,000	
Trustee Fees & Legal	\$12,500	
Bond Counsel	\$50,000	
Lender Legal	\$20,000	
TOTAL USES		\$37,465,288

**Tab T – Funding Documentation –**

Resolution from City of Suffolk Authorizing the Suffolk Redevelopment and  
Housing Authority to Issue Tax Exempt Bonds



OFFICE OF THE CITY CLERK

# CITY OF SUFFOLK

P.O. BOX 1858  
SUFFOLK, VA 23439

PHONE: (757) 514-4018  
FAX: (757) 514-4027

October 29, 2018

Ms. Katherine C. Embrey  
Practice Assistant  
McGuireWoods LLP  
1750 Tysons Boulevard, Suite 1800  
Tysons, VA 22102-4215

Dear Ms. Embrey:

At its meeting held October 17, 2018, Suffolk City Council, adopted a "resolution approving the issuance by the Suffolk Redevelopment and Housing Authority of its multifamily housing revenue bonds for the acquisition, construction, renovation, rehabilitation and equipping of the approximately 232 unit Henrico Arms Apartments multifamily housing facility located in the County of Henrico, Virginia." A certified copy of the resolution is provided for your information and use.

Sincerely,

Tracey L. Sanford, CMC  
Deputy City Clerk

Enclosure

**RESOLUTION NUMBER 18-R-032****RESOLUTION APPROVING THE ISSUANCE BY THE SUFFOLK REDEVELOPMENT AND HOUSING AUTHORITY OF ITS REVENUE BONDS FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, REHABILITATION AND EQUIPPING OF THE APPROXIMATELY 232 UNIT HENRICO ARMS APARTMENTS MULTIFAMILY HOUSING FACILITY LOCATED IN THE COUNTY OF HENRICO, VIRGINIA**

WHEREAS, the Suffolk Redevelopment and Housing Authority (the "Authority") is authorized to advertise and hold public hearings relative to the issuance of private activity bonds; and

WHEREAS, the Authority has considered the application of Richmond-Henrico Arms Limited Partnership, a Virginia limited partnership (the "Borrower"), requesting that the Authority issue up to \$21,000,000 of its revenue bonds (the "Bonds") to assist the Borrower in financing the acquisition, construction, renovation, rehabilitation and equipping of an approximately 232 unit multifamily residential rental housing project known as Henrico Arms Apartments (the "Project") and has held a public hearing in connection therewith on September 25, 2018; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the applicable elected representatives of the governmental unit having jurisdiction over the issuer of private activity bonds must approve the issuance of such bonds;

WHEREAS, the Authority issues its bonds on behalf of the City of Suffolk, Virginia (the "City"); and

WHEREAS, the Authority, as the issuing governmental unit with respect to the Bonds, has no applicable elected representative, the City constitutes the next highest governmental unit with such a representative, and the members of the City Council of the City (the "Council") constitute the applicable elected representatives of the City; and

WHEREAS, the Authority has previously held a public hearing regarding the Project and adopted a resolution authorizing in principle the issuance of the Bonds; and

WHEREAS, the Authority has recommended that the Council approve the issuance of the Bonds; and

WHEREAS, a copy of the Authority's resolution authorizing the issuance of the Bonds, subject to the terms to be agreed upon, a Fiscal Impact Statement complying with the requirements of Section 15.2-4907 of the Virginia Code, as applicable to housing authorities, and a certificate of the public hearing have been filed with the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUFFOLK, VIRGINIA THAT:

1. The Council approves the issuance of the Bonds by the Authority for the benefit of the Borrower, as required by Section 147(f) of the Code, Section 15.2-4906, as applicable to housing authorities, of the Code of Virginia of 1950, as amended (the "Virginia Code") and, to the extent applicable, Section 36-19(9) of the Virginia Code to permit the Authority to assist in the financing of the Project.

2. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Project or the Borrower.

3. The Bonds shall provide that neither the Commonwealth of Virginia, the County of Henrico, the City nor the Authority shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from the revenues and monies pledged thereto and that neither the faith and credit nor the taxing power of the Commonwealth of Virginia, the County of Henrico, the City or the Authority is pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto.

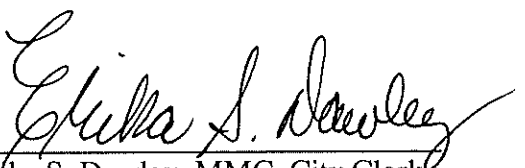
4. In adopting this resolution, the City, including its elected representatives, officers, employees and agents, shall not be liable for, and hereby disclaim all liability for, any damages to any person, direct or consequential, resulting from the Authority's failure to issue the Bonds for any reason.

5. This resolution shall take effect immediately upon its adoption.

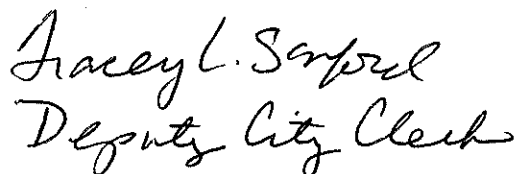
Adopted by the City Council of the City of Suffolk, Virginia this 17<sup>th</sup> day of October, 2018.

READ AND ADOPTED: OCTOBER 17, 2018

TESTE:

  
Erka S. Dawley, MMC, City Clerk

A TRUE COPY

  
Tracey L. Sanford  
Deputy City Clerk

### CERTIFICATE

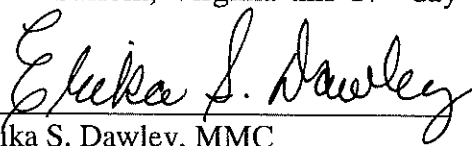
Record of the roll-call vote by the City Council of the City of Suffolk, Virginia, upon reading on a resolution titled **“RESOLUTION APPROVING THE ISSUANCE BY THE SUFFOLK REDEVELOPMENT AND HOUSING AUTHORITY OF ITS REVENUE BONDS FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, REHABILITATION AND EQUIPPING OF THE APPROXIMATELY 232 UNIT HENRICO ARMS APARTMENTS MULTIFAMILY HOUSING FACILITY LOCATED IN THE COUNTY OF HENRICO, VIRGINIA,”** taken at a meeting of the City Council held on October 17, 2018:

	AYE	NAY	ABSTAIN	ABSENT
Linda T. Johnson, Mayor	X			
Leroy Bennett	X			
Michael D. Duman	X			
Roger W. Fawcett	X			
Donald Goldberg	X			
Timothy Johnson	X			
Curtis R. Milteer, Sr.	X			
Lue R. Ward, Jr.	X			

The undersigned Clerk of the City Council of the City of Suffolk, Virginia, hereby certifies that the foregoing is a true, correct, and complete copy of a resolution adopted by the City Council at its meeting duly called and held on October 17, 2018, in accordance with law, and that such resolution has not been repealed, revoked, rescinded, or amended, but is in full force and effect as of the date hereof.

**WITNESS** my hand and the seal of the City of Suffolk, Virginia this 17<sup>th</sup> day of October, 2018.

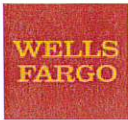
[SEAL]

  
 \_\_\_\_\_  
 Erika S. Dawley, MMC  
 Clerk, City Council of the City of Suffolk

**Tab T – Funding Documentation –**

Term Sheet for LIHTC Equity Financing from Wells Fargo Community  
Lending and Investment





Wells Fargo Community Lending and Investment

February 5, 2019

Scott Coggins
Senior Vice President
Silver Street Development Corporation
33 Silver Street – Suite 200
Portland, ME 04101

Re: Henrico Arms, Richmond, VA

Dear Mr. Coggins:

Wells Fargo Community Lending and Investment is pleased to offer you the following Term Sheet based on information received to date. We appreciate the opportunity to work with you as a provider of tax credit equity and related debt products.

Investment Entity:

A to-be-determined Limited Partnership (the "Partnership"), with a to-be-determined taxable, single purpose bankruptcy remote entity as General Partner, with a 0.01% ownership interest, and Wells Fargo Bank (its affiliate or designee), as Investor Limited Partner (hereafter "Wells Fargo") with a 99.99% ownership interest in the Partnership.

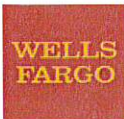
The Partnership Agreement will be based on Ledgewood Apartments or the most recently closed Wells/Silver Street deal ("Base Agreement"). To the extent any non-deal structure specific terms negotiated in the Base Agreement are not reflected in this term sheet, the Base Agreement controls unless otherwise agreed.

Project Name/Description:

Henrico Arms, an affordable apartment complex located in Richmond, VA (the "Project"). The unit mix consists of the following:

Table with 4 columns: Type Of Unit, AMI %, Units, Pro Forma Rent. Rows include 1 br - Sec 8, 2 br - Sec 8, 3 br - Sec 8, 3 br - LIHTC, and Total / Wtd. Avg.

\*230 units will be governed by a 20-year project-based Section 8 HAP contract.



## Wells Fargo Community Lending and Investment

**Federal LIHTC Available:** \$11,769,538 x 99.99% = \$11,768,361

**Federal LIHTC Price:** \$0.9700

**Total Capital Contribution:** \$11,415,311

- A) Capital Contribution #1: \$2,328,723 (20.40%) – Available on a construction draw basis at Partnership Closing, anticipated on or around April 1, 2019.
- B) Capital Contribution #2: \$2,454,292 (21.50%) – Available on a construction draw basis at the later of: (i) 25% construction completion and (ii) September 1, 2019.
- C) Capital Contribution #3: \$3,493,085 (30.60%) – Available on a construction draw basis at the later of: (i) 50% construction completion and (ii) November 1, 2019.
- D) Capital Contribution #4: \$627,842 (5.50%) – Available on a construction draw basis at the later of: (i) 95% construction completion and (ii) February 1, 2020.
- E) Capital Contribution #5: \$650,673 (5.70%) – Available upon the latest of: (i) Lien Free Construction Completion (substantial completion and evidence of clear title), (ii) Certificate of Completion from the project architect, (iii) verification of Completion by Wells Fargo inspector, (iv) Certificates of Occupancy of any applicable units, (v) completion of any potential environmental remediation and receipt of any required governmental approvals (if applicable), (vi) Receipt of draft accountants' cost certification, (vii) Receipt of the draft 50% Test, (viii) 95% Qualified Occupancy, and (ix) April 1, 2020.
- F) Capital Contribution #6: \$810,487 (7.10%) – Available upon the latest of: (i) 100% Qualified Occupancy and (ii) June 1, 2020.
- G) Capital Contribution #7: \$878,979 (7.70%) – Available upon the latest of: (i) achievement of Stabilization\*, (ii) Permanent Loan Closing/Conversion, (iii) evidence of Income Qualification/Initial Tenant File Review for 100% of the LIHTC Units, (iv) Receipt of final accountants' cost certification, (v) Receipt of final 50% test, (vi) Full funding of all financing sources and project reserves, and (vii) August 1, 2020.
- H) Capital Contribution #8: \$171,230 (1.50%) – Available upon the later of (i) receipt of form(s) 8609, and (ii) August 1, 2020.

\* Stabilization as to be defined in the Partnership Agreement means achievement of both a) 1.15x Debt Service Coverage Ratio ("DSCR") and 95% occupancy for 3 consecutive months following Completion though this time period may include the month in which Completion occurs, and b) a projected 1.15x DSCR through the end of the 15 year compliance period, both per criteria in Paragraph G) on page 8 of this term sheet. If the project does not satisfy Stabilization, Stabilization will nevertheless be deemed to have occurred if proceeds from the seventh and/or eighth installments (and other funds, if

## Wells Fargo Community Lending and Investment

necessary) equal to the NOI necessary to achieve 1.15x DSCR through year 15 of the compliance period (per criteria in Paragraph G) of this term sheet) are deposited into a Debt Service Reserve to be held with Wells Fargo. The Debt Service Reserve (if any) will be released 1/15 per year during the compliance period, as long as the Project has achieved a 1.15x DSCR per the most recent audit. All releases of the Debt Service Reserve, during and after the end of the 15-year tax credit compliance period, shall be released, first, to pay any unpaid adjusters or accrued Asset Management Fees due to Wells, second to pay any outstanding deferred development fee and, third, to repay any Development or Operating Expense Loans due and owing to the General Partner and, finally, any amounts remaining shall be released to the General Partner as a distribution.

***Developer Fees:*** Developer Fees are estimated at \$3,434,758, of which approximately \$897,946 is projected to be deferred and paid through cash flow. Any deferred portion of the fee shall accrue interest at 0%, assuming that the interest and fees is payable in full by the end of the 15-year Compliance Period. Developer Fees will be paid on a schedule to be set forth during underwriting.

***Incentive Management Fee:*** 90.00% of Cash Flow to the General Partner. Total Incentive Management Fee and Property Management Fees will be capped at 12% of Effective Gross Income.

***Asset Management Fee:*** \$5,000 annually, increasing 3.00% annually, to Wells Fargo (per cash flow splits below). Fee will commence first year of credit delivery.

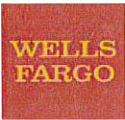
***Cash Flow Split:*** Prior to the earlier of (i) Stabilization and (ii) Construction Completion plus 6 months, Cash Flow will be used to fund project development costs. Subsequent to that date, Cash Flow shall be distributed annually within 90 days after the end of the Partnership accounting year (but in no event earlier than the filing of a Partnership Tax Return for such year) as follows:

- A) To Investor Limited Partner in payment of any amounts due as a result of any unpaid Credit Adjuster Amount.
- B) To Investor Limited Partner in payment of Asset Management Fee or any unpaid Asset Management Fee.
- C) To maintain/replenish Operating Reserve in the amount of \$710,000.
- D) To payment of any Deferred Developer Fee.
- E) To payment of any Operating Deficit Loans.
- F) To payment of any Deferred Management Fee.
- G) To payment of any Development Loan.
- H) Of the remaining balance, ten percent (10.00%) shall be distributed to the Investor Limited Partner.
- I) To payment of Incentive Management Fee.
- J) Any remaining cash to General Partner.

***Residual Split:*** Any gain upon sale or refinancing shall be distributed as follows (note that residual waterfall assumes the buyer and seller are unrelated and is subject to tax counsel review):

- A) To Investor Limited Partner in payment of any amounts due because the Actual Credit is less than the Project Credit, or there has been a recapture of Credit.
- B) To Investor Limited Partner for payment of any unpaid Asset Management Fees.
- C) In the case of a refinancing completed prior to the end of the Compliance Period, to maintain/replenish Operating Reserve in the amount of \$710,000.
- D) To the General Partner for payment of any Unpaid Partnership Loans.





## Wells Fargo Community Lending and Investment

- E) To the payment of any Deferred Developer Fees.
- F) To the payment of any Operating Deficit Loans.
- G) Toward the payment of any Deferred Management Fee.
- H) To the payment of any Developer Loan.
- I) 90.00% to General Partner.
- J) 10.00% to Wells Fargo.

***Replacement Reserves:***

\$350 per unit per year, increasing 3.0% annually; amount subject to Wells Fargo and Permanent Lender final underwriting. At the time of the First Capital Contribution, the Replacement Reserves will be pre-funded in the amount of \$81,200. Any release from the Replacement reserve will be subject to Wells Fargo's reasonable consent.

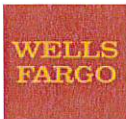
***Development Reserves:***

Operating Reserve – The Partnership will fund an Operating Reserve in the amount of \$710,000 (3 months of Operating Expenses, Replacement Reserves and Debt Service). This reserve is expected to be funded from the proceeds of both the proceeds of the seventh equity installment (\$175,000) and HUD's Working Capital Escrow (\$535,000) (detailed below) upon its release. This account will remain with the project for the duration of the compliance period. This amount is subject to final underwriting and any withdrawals from this reserve are subject to the approval of Wells Fargo. Up to [amount TBD during underwriting] of the aggregate balance of the Operating Reserve may be withdrawn to fund an operating deficit caused by a delay in receipt of rental assistance payments under the HAP Contract; provided, however, that the General Partner shall cause the Partnership to replenish the Operating Reserve promptly upon receipt of the rental assistance payments next received under the HAP Contract, but in no event more than sixty (60) days from the date such funds were withdrawn from the Operating Reserve and provided, further, that if Partnership funds are insufficient to replenish the Operating Reserve within such sixty (60) day period, the General Partner will advance the funds necessary restore the balance within such time. Any amounts advanced by the General Partner in this respect will not count towards the General Partner's Operating Expense Obligation. The Operating Reserve may be drawn prior to funding under the limited portion of Operating Deficit Guaranty. As outlined below, the Operating Reserve must be fully funded/replenished for release of the Operating Deficit Guaranty. At the end of the initial 15-year tax credit compliance period, the remaining balance of the Operating Reserve shall be released, first, to pay any unpaid adjusters or accrued Asset Management Fees due to Wells Fargo, second to pay any outstanding deferred development fee and, third, to repay any Development or Operating Expense Loans due and owing to the General Partner and, finally, any amounts remaining shall be released to the General Partner as a distribution.

Working Capital Escrow – As required by HUD, a working capital escrow in the amount of \$535,000 (2% of loan amount) will be funded at closing. When released by HUD, the proceeds of this escrow will be used to fund a portion of the Operating Reserve as noted above.

***Obligations of the General Partner and Guarantor(s):***

Development Completion Guaranty: The General Partner will guarantee completion of construction of the Project substantially in accordance with plans and specifications approved by Wells Fargo, including, without limitation, a guaranty (i) to pay any amounts needed in excess of the construction loan and other available proceeds to complete the improvements, (ii) of all amounts necessary to achieve permanent loan stabilization and establish the Debt Service Reserve, if necessary, and (iii) to pay any operating deficits prior to the conclusion of Project construction. Up to 1.25% of total development costs, not to exceed \$500,000, of any amounts paid by the General Partner to meet its



## Wells Fargo Community Lending and Investment

Development Completion Guaranty shall be treated as a loan (the "Development Loan"), bearing interest at 0%, and such loan shall be repaid subject to the Cash Flow and Residual Split sections above.

The General Partner will provide copies of each draw request, change orders and all supporting documentation to Wells Fargo simultaneously with submissions to the lender. Wells Fargo shall have the right to approve change orders in excess of single and aggregate amounts to be determined during the due diligence review. The construction contract shall be a fixed price contract and the general contractor shall be fully bonded with 100% payment and performance bonds.

Operating Deficit Guaranty: The General Partner agrees to provide unlimited operating deficit loans to the Partnership until all conditions of the Seventh Capital contribution (Stabilization) have been satisfied. Thereafter, the guaranty shall be limited to \$1,425,000 (minimum six months of operating expenses, replacement reserves and debt service) for 60 months. At the end of the 60 month period, the guaranty shall be released provided the project has maintained an average DSCR of 1.15 for the previous 12 months and the Operating Reserve is funded at a minimum of \$710,000. Any advance from the General Partner to support its Operating Deficit Guaranty, including amounts funded prior to all conditions of the Seventh Capital Contribution having been satisfied, will be treated as a loan (the "Operating Deficit Loan") bearing interest at 0%, and such loan shall be repaid subject to the Cash Flow and Residual Split sections above.

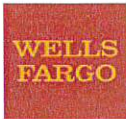
Tax Credit Adjusters: The General Partner and the Guarantors will indemnify Wells Fargo for any reduction, recapture, or late delivery of the Low Income Housing Tax Credits in amounts determined as described below.

The Partnership Agreement contains Credit Adjuster provisions designed to preserve Wells Fargo's yield in the event Credits are not delivered as projected, as well as an upward adjuster for increased basis capped at 10% of Total Capital Contribution. If the aggregate upward adjusters cause Wells Fargo's Total Capital Contribution to exceed 10% of the Total Capital Contribution, and Wells Fargo declines to further increase its Capital Contribution, excess tax credits will be allocated to the General Partner. In such event, allocations of profits, losses and credits shall be allocated among the Investor Limited Partner and the General Partner in proportion to their respective capital contributions. There is no upward basis adjuster. The projected aggregate credits at equity closing will be determined by the projected qualified basis of the Partnership multiplied by the most recently published applicable percentage for the 30% present value credit (currently 3.30% based on January 2019) or the credit lock rate with the Agency/Authority for rehab/new construction, and 30% present value credit for acquisition, if any.

If an event occurs which affects the delivery of **Federal LIHTC** aggregate tax credits (e.g., shortage in basis in accountants final cost certification, or shortage in amount of Tax Credits allocated by the Agency/Authority in IRS Forms 8609), then the Partnership Agreement will provide for a return of capital, to Wells Fargo, net of any tax consequences, in an amount reduced by the net credit price to the Partnership (\$0.9700) times the difference between (i) the projected aggregate tax credits, less (ii) the adjusted aggregate tax credits.

If an event occurs, which affects the timing and delivery of **Federal LIHTC** tax credits (e.g., lease up slower than projected) allocable to Wells Fargo in year(s) 2020, then the Partnership Agreement will provide for a return of such capital, to Wells Fargo, net of any





## Wells Fargo Community Lending and Investment

tax consequences, in an amount reduced by the net credit price (\$0.9700) times the difference between (i) the shortfall in projected current year tax credits, less (ii) the present value of the shortfall in projected current year tax credits for a 10 year period at a 7% discount rate. A similar calculation will be provided for faster than projected delivery of credits, subject to the limitation set forth above.

There may be adjustment events occurring during the compliance period not considered or described in the aforementioned paragraphs. In the event that the actual amount of tax credits claimed by Wells Fargo, is less than the amount specified, then the General Partner shall reimburse Wells Fargo, on a dollar for dollar basis, for each lost dollar of tax credits plus any resulting penalties, taxes due, or tax consequences. Similarly, if there is a recapture of tax credits (except from the sale or transfer of Wells Fargo's interest in the Partnership), the General Partner shall indemnify Wells Fargo against any tax credit recapture liability incurred (including interest, penalties, tax effects, or and any reasonable related legal or accounting costs). The parties hereto agree that Tax Credit Adjusters to the extent caused by a change in tax law (as will be set forth in the Partnership Agreement) will be repayable solely as a priority distribution from Cash Flow and Residual Proceeds. The General Partner will covenant to take reasonable measures as requested by the Investor Limited Partner to cause the Partnership to continue to qualify for LIHTC pursuant to any change in tax law provided that the Investor Limited Partner will defray any associated expenses. The General Partner and the Guarantors shall not be responsible for any adjusters or recapture events caused by the action or inaction of Wells Fargo.

The obligations of the General Partner will be set forth in the Partnership Agreement, including but not limited to those described above, shall be guaranteed by the Guarantor(s), Christopher R. Poulin and Roger J. Gendron (the "Personal Guarantors") (individually, joint and several), subject to Wells Fargo sponsorship analysis. Guarantors shall maintain at all times during the guaranty period satisfactory liquidity and net worth levels to be determined during underwriting. Any underwritten commercial income will be structured under a master lease guaranteed by the Guarantors (if applicable). The Personal Guarantors may be released as Guarantors post Operating Deficit Guaranty expiration if a replacement corporate guarantor controlled by the Personal Guarantors is provided to assume the General Partner in its sole and absolute discretion. Consideration as to the acceptability of the replacement guarantor can only be determined upon completion of the Wells Fargo's sponsorship underwriting, credit investigations, compliance checks, and all other customer due diligence requirements in effect at the time of the request to consider a replacement guarantor must demonstrate acceptable net worth, liquidity and recurring cash flow. The replacement guarantor must agree to establish a set of acceptable financial covenants for the entity which will be determined in conjunction with sponsorship underwriting.

### ***Repurchase Obligation:***

The General Partner will be obligated to repurchase Wells Fargo's interest in the Partnership should the project fail to meet certain legal and operational performance criteria as outlined in the Partnership Agreement. The amount of the purchase price shall equal, as of the actual date of purchase, the sum of:

- a) the aggregate amount of Capital Contributions and advances made by the Investor Limited Partner to the Partnership (less all cash distributed to the Limited Partner and Credits previously allocated to the Investor Limited Partner prior to such purchase, but only to the extent that such Credits are not subject to recapture under the Code), plus



## Wells Fargo Community Lending and Investment

- b) an amount equal to 7.5% per annum thereon from the date of any Capital Contribution until the date of the Investor Limited Partner's receipt of the Buyout Price, plus all reasonable expenses incurred by the Investor Limited Partner in connection with entering the Partnership.

### **Other Notes and Conditions:**

Wells Fargo reserves the right to adjust the Capital Contributions herein based on diligence of the following information:

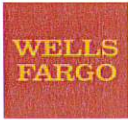
- A) The General Partner must have a firm commitment for fixed-rate permanent financing with terms, conditions and Lender acceptable to Wells Fargo. The amounts assumed for this Term Sheet are as follows:

1. Short-Term Bonds – Bonds in the estimated amount of \$26,744,000 (\$21,000,000 will be tax-exempt) will be issued by the Richmond Redevelopment and Housing Authority (“RRHA”). The tax-exempt bonds will be cash collateralized by HUD 221(d)(4) proceeds and repaid after the property is placed in service.
2. 1<sup>st</sup> Mortgage / Permanent Loan – Based on developer proforma, a HUD221(D)(4) Permanent Loan of approximately \$26,744,000 will be initially underwritten to an estimated interest rate of 4.75% (inclusive of 0.25% mortgage insurance premium) amortized over a period of at least 480 months with a 480 month term and require a debt service coverage ratio for all must pay debt of at least 1.15x. Terms on the Permanent Financing must be acceptable to Wells Fargo (i.e. ability to resize at conversion, notice/cure rights, ability to transfer LP interest, no debt service coverage covenants, etc.). The permanent conversion currently assumes that the property will be underwritten at a 5.00% vacancy and per unit per annum expenses of \$5,505 (inclusive of the \$350 puppy Replacement Reserve Funding, or as determined during the due diligence period based upon Wells Fargo's underwriting).
3. NOI During Construction - NOI during construction will be initially underwritten to an estimated amount of \$1,984,000 to be determined during the due diligence period based upon Wells Fargo's underwriting.

*Please note that a reduction in the loan amounts, interest rates, benefits or losses, change in capital contribution schedule or any material change that increases the amounts of the deferred Developer Fee (i.e. Budget increases) could result in (i) lower credit pricing, (ii) a reduction of Developer Fees paid at closing or (iii) extended timing for the payment of capital contributions.*

- B) Partnership Closing contingent upon receipt, review and approval of environmental reports including testing for lead based paint, radon testing (prior to closing), asbestos and if visibly present or olfactory black mold as applicable (and will be remediated based on state regulations), geological reports, geotechnical reports (including sinkhole insurance coverage if applicable), structural integrity reports, site inspection, appraisal and market study supporting lease-up schedule (underwritten achievable restricted rents must provide a minimum rental advantage relative to market rental rates of 15%), acceptable utility allowance schedule, for acquisition / rehabilitation Wells Fargo will require a Capital Needs Assessment along with a 15 year Replacement Reserve Analysis, personal and/or corporate financial statements, Real Estate Schedules and resumes on the General Partner, general contractor and





**Wells Fargo Community Lending and Investment**

guarantor(s), management company review, revised construction budgets/timelines, construction contract, 100% Payment and Performance Bond or 15% Letter of Credit, development budget that exhibits 5% hard cost contingency for new construction or 10% hard cost contingency for acquisition / rehab (construction contingency must be funded/held outside the GC Contract and funded, if needed, with either debt and/or equity proceeds; subject to final plan/cost review), and 15 year operating cash flow review (i.e. AMI and rent/expense trending; must maintain a 1.15x Operating Expense Coverage during the 15 year compliance period, etc.).

- C) Prior to Partnership closing Wells Fargo will engage an inspecting engineer to review the project and plans and specs. Wells Fargo may accept the permanent lender’s inspecting engineer subject to approval. *All other costs of the Investor will be paid by Wells Fargo.*
- D) The Capital Contributions are based on a Projected Credit Allocation to Wells Fargo as follows:

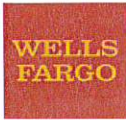
Year	Federal LIHTC
2020 - 2029	\$1,176,836

- E) To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person or corporation who opens an account and/or enters into a business relationship.
- F) Wells Fargo will conduct a residual analysis that shows that any soft debt financing will be repaid at the end of the respective soft debt term.
- G) The Partnership Agreement will contain provisions requiring Investor approval to convert to permanent (if applicable) and/or approval of Stabilization (Seventh Capital Contribution and respective Operating Deficit guaranty burn-offs) based on the following conditions:
  - Subject to final underwriting, the size of the permanent debt, which requires periodic payments, may not be in excess of \$26,744,000 or some greater amount as may be approved by Wells Fargo.
  - Subject to final underwriting, annual operating expenses will be underwritten at the greater of (i) Actual annual operating expenses, or (ii) \$5,505 per unit per annum (“PUPA”) (inclusive of replacement reserves of \$350 PUPA) plus actual expenses with respect to real estate taxes, utilities, and insurance provided, however that, if there is insufficient data to reasonably establish the actual level of any such category of expenses, the following amounts shall be used: real estate taxes of \$341 PUPA, utilities of \$1,060 PUPA (including trash pickup), and insurance of \$404 PUPA.
  - Subject to final underwriting, Other Income will be the lesser of \$30,000 per year or actual other income.
  - Subject to final underwriting, vacancy and collection loss to be the greater of actual or 5.00%.
  - Subject to final underwriting, income/expense trending of 2.0%/3.0% for the Section 8 units and TBD/3.0% for the non-Section 8 units.



## Wells Fargo Community Lending and Investment

- H) Ownership and financial structure (including all set aside requirements that may be subject to any housing laws) is subject to review and approval by Wells Fargo's underwriter and tax counsel.
- I) The property management company is Housing Management Resources, Inc. (which will be reviewed and approved during underwriting). Wells Fargo requires that the property management company have a demonstrated history of positive performance and experience with multi-family and Low-Income Tax Credit properties. Wells Fargo reserves the right to approve the property management firm selected, and their property management agreement. The management agreement shall have an initial term of one year, shall be renewable annually thereafter, and include a management fee which shall not exceed the greater of 4% of effective gross revenue or the maximum amount permitted by HUD. If the management agent is affiliated with the General Partner, the management agent shall provide for a deferral of up to 50% of the management fee in the event that the property does not generate positive cash flow.
- J) The General Contractor is TBD.
- K) The Accountants for the Partnership shall be CohnReznick LLP, Novogradac & Co., Flaherty Salmin CPAs (which will be reviewed and approved during underwriting) or another accounting firm approved by Wells Fargo. The Accountants shall prepare tax and financial reports as set forth in the Partnership Agreement, including the final cost certification.
- L) For developments that have rental subsidy contracts (i.e. ACC, Section 8, state/local rental assistance, etc.) those contracts must be in place for the entire compliance period subject to annual appropriations. State LIHTC documents (LURA and Loan Documents) will have best efforts language for any Set Aside Units or Required Services allowing the Partnership to rent to other LIHTC households if "targeted" tenants are not available, rental assistance funding is not available or if supportive services cannot be adequately funded.
- M) The General Partner, the Developer, and their parent entities, shall grant Wells Fargo a right of first refusal to purchase any tax credits generated by any subsequent phase(s) of the Property or any LIHTC property which may be developed within a one mile radius of the Property. Any conditions of such purchase including pricing and timing shall be negotiated.
- N) Pricing is subject to Full Partnership Closing occurring before or on April 1, 2019. If closing occurs after this time Wells Fargo reserves the right to reasonably adjust pricing and terms. If the General Partner/Developer/Guarantor does not agree to the revised reasonable pricing/terms or is unable to close the transaction for any other reason, other than for an action or inaction on the part of Wells Fargo, this agreement shall be immediately terminated and neither party shall have any further obligations to one another.
- O) Please note the attached proforma pages that were used in preparing this Term Sheet. As noted above the capital contributions are date sensitive. Any changes in the dates, financing structure and corresponding lease up schedule may require an adjustment in pricing.



## Wells Fargo Community Lending and Investment

- P) The subject investment is within one of our required CRA assessment areas. Subject to the due diligence and underwriting processes outlined in this term sheet, a Wells Fargo affiliate intends to purchase the subject tax credits for its balance sheet. Pursuant to our standard documentary requirements, we reserve the right after closing to sell or transfer all or a portion of our interest to another party. Notwithstanding the foregoing, Wells Fargo may not sell or transfer all or a portion of its interest to an unaffiliated entity prior to payment of all Capital Contribution to the partnership. Any such sale or transfer will comply with HACA requirements.
- Q) At Wells Fargo's discretion, the equity investment and associated Partnership ownership interest described herein may be direct via a Wells Fargo affiliate, or via a fund sponsored by a third party syndicator investing on Wells Fargo's behalf. In the event that a fund execution is utilized, Wells Fargo will assume all associated investment fees charged by the fund sponsor.
- R) All Partnership accounts will be held with Wells Fargo.
- S) The parties hereto agree that the transaction described herein is anticipated to close on or before April 1, 2019 (the "Closing Date"). Wells Fargo will engage a third-party legal review of documentation associated with the transaction (the "Legal Review"), which review will not commence until at least 70% of the items on the Due Diligence Checklist are received and will not conclude until all noted items are received and approved.

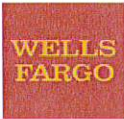
### *For Projects With Non-Profit Partners:*

- A) Wells Fargo assumes there will be a taxable subsidiary in order to preserve 30 year depreciation and avoid disqualified allocations.
- B) An operating reserve will be required.
- C) Wells Fargo will permit the sale of the project consistent with the terms of the right of first refusal and option in accordance with Internal Revenue Code Section 42 (i) (7).

### *Purchase Option:*

Per the Purchase Option Agreement, the General Partner will be given an option for a period of two years following the end of the 15-Year Compliance Period to purchase the Apartment Complex or Wells Fargo's Investor Limited Partner Interest in the Partnership. In either case, the sale price shall be the greater of a) the fair market value of the Investor Limited Partner's Interest, or b) the amount of exit taxes that would be incurred by the Investor Limited Partner upon a sale of the Apartment Complex for a price of \$100 over all debts of the Partnership. The purchase option price includes payment of an unpaid asset management fees, credit adjusters or other amounts owed to the Investor Limited Partner under the Residual Split section of this term sheet.

The fair market value of the Investor Limited Partner's Interest shall be determined by mutual agreement of the parties or, in the absence of such agreement, as follows: the Purchaser and the Investor Limited Partner shall select a mutually acceptable appraiser who shall determine the fair market value of the Investor Limited Partner's Interest. In the event the parties are unable to agree upon an appraiser, the Investor Limited Partner shall provide the Purchaser with a list of not fewer than three (3) acceptable appraisers, and the Purchaser shall then select an appraiser from the list provided by the Investor Limited Partner. The value as determined by the mutual agreement of the parties or by the appraiser as described herein shall be the "Fair Market Value" for the purposes of this



## Wells Fargo Community Lending and Investment

Agreement. The Partnership shall pay the costs of the appraiser. Any appraiser selected pursuant to this agreement shall be an MAI Appraiser with at least five (5) years of experience in valuing income-restricted multifamily rental property and in valuing limited partner interests. The appraisals shall take into account any title restrictions and the requirement that the Apartment Complex remain dedicated for the use of low income households pursuant to any restrictions included in any loan documents and regulatory agreements.

### *Process:*

When Wells Fargo receives an executed copy of this proposal, a Due Diligence Period will begin. The Due Diligence Period will be the greater of (i) a period not to exceed 30 business days or (ii) a period of not more than 10 days after receipt of the last due diligence item (as tracked by Wells Fargo's Due Diligence Checklist), during which time Wells Fargo will conduct a Due Diligence review and negotiate with the General Partner, in good faith, the open terms, if any, of this proposal.

The Due Diligence review may include such matters as the verification of factual representations made by the General Partner; a review of the Project documents; site visit; an evaluation of the General Partner's financial capacity to perform under the terms and conditions of this proposal and the Partnership Agreement; the experience and expertise of the General Partner, Guarantor(s), Contractor and Management Agent; the project area market; the construction schedule; the residual potential of the property; and other relevant factors.

Prior to the termination of the Due Diligence Period, Wells Fargo will approve ("Approval"), approve with conditions, or reject the terms and structure of the proposed investment. Upon Approval, both parties will reaffirm their intent to enter into the Partnership Agreement upon the terms specified in this proposal.

If Wells Fargo reaffirms this proposal prior to the termination of the Due Diligence Period, but the General Partner has offered the Interest to another purchaser, the General Partner will be responsible for reimbursing Wells Fargo for all third-party costs incurred in conducting the Due Diligence Review, including, but not limited to, legal fees, a market study, an appraisal, a background investigation and site visits.





**Tab T – Funding Documentation –**  
Construction Period Cash Flow Projections

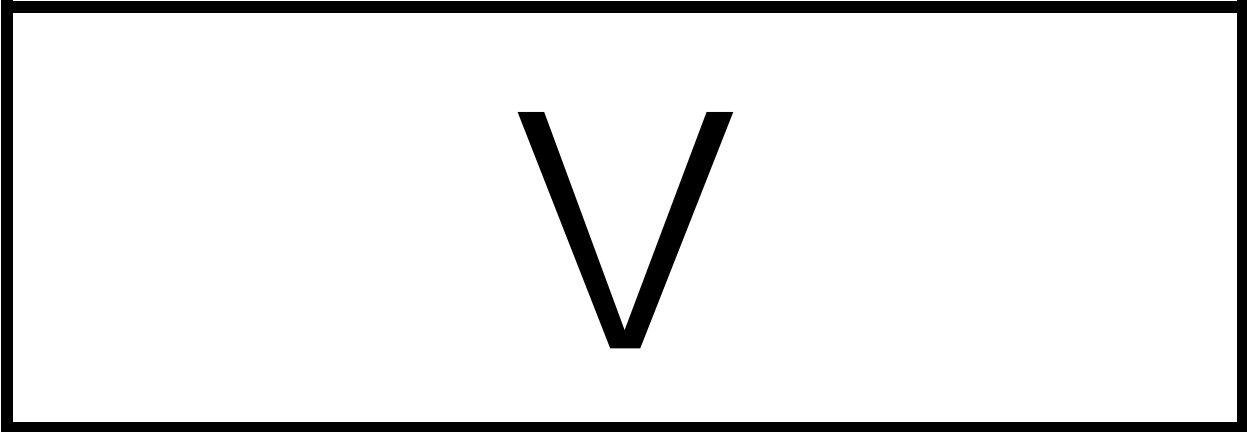


U

Documentation to  
Request Exception to  
Restriction-Pools with  
Little/No Increase in Rent  
Burdened Population

**Tab U – Documentation to Request Exception to Restriction-Pools  
with Little/No Increase in Rent Burdened Population — N/A**

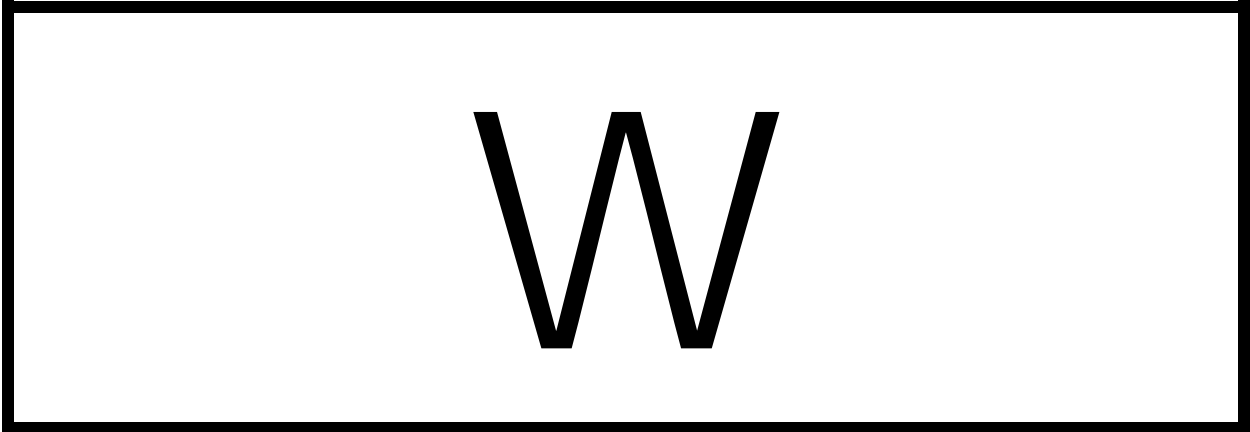




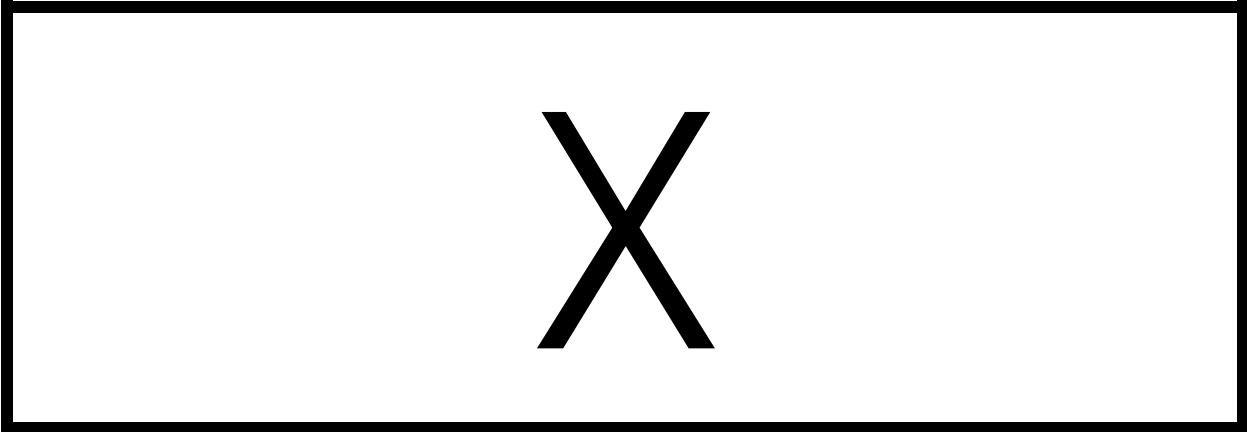
V

Nonprofit or LHA Purchase  
Option or Right of First  
Refusal

**Tab V – Nonprofit or LHA Purchase Option or Right of First Refusal —  
N/A**



(Reserved)



X

# Marketing Plan

For units meeting accessibility requirements of HUD section

504

Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see <http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf> for the instructions. Using Nuance software is the only means of completing this form.

**Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing**

**U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity**

OMB Approval No. 2529-0013  
(exp.12/31/2016)

<b>1a. Project Name &amp; Address (including City, County, State &amp; Zip Code)</b>	<b>1b. Project Contract Number</b>	<b>1c. No. of Units</b>
	<b>1d. Census Tract</b>	
	<b>1e. Housing/Expanded Housing Market Area</b>	

**1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address**

**1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address**

**1h. Entity Responsible for Marketing (check all that apply)**

Owner      Agent      Other (specify)

Position, Name (if known), Address ( including City, County, State & Zip Code), Telephone Number & Email Address

**1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & E-Mail Address.**

**2a. Affirmative Fair Housing Marketing Plan**

Plan Type

Date of the First Approved AFHMP:

Reason(s) for current update:

**2b. HUD-Approved Occupancy of the Project (check all that apply)**

Elderly

Family

Mixed (Elderly/Disabled)

Disabled

**2c. Date of Initial Occupancy**

**2d. Advertising Start Date**

Advertising must begin *at least* 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects.

Date advertising began or will begin

**For existing projects, select below the reason advertising will be used:**

To fill existing unit vacancies		
To place applicants on a waiting list	(which currently has	individuals)
To reopen a closed waiting list	(which currently has	individuals)

---

**3a. Demographics of Project and Housing Market Area**

Complete and submit Worksheet 1.

---

**3b. Targeted Marketing Activity**

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

White	American Indian or Alaska Native	Asian	Black or African American
Native Hawaiian or Other Pacific Islander		Hispanic or Latino	Persons with Disabilities
Families with Children	Other ethnic group, religion, etc. (specify)		

---

**4a. Residency Preference**

Is the owner requesting a residency preference? If yes, complete questions 1 through 5.

If no, proceed to Block 4b.

(1) Type

(2) Is the residency preference area:

The same as the AFHMP housing/expanded housing market area as identified in Block 1e?

The same as the residency preference area of the local PHA in whose jurisdiction the project is located?

(3) What is the geographic area for the residency preference?

(4) What is the reason for having a residency preference?

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

---

**4b. Proposed Marketing Activities: Community Contacts**

Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

**4c. Proposed Marketing Activities: Methods of Advertising**

Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

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**5a. Fair Housing Poster**

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

Rental Office                  Real Estate Office                  Model Unit                  Other (specify)

---

**5b. Affirmative Fair Housing Marketing Plan**

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

Rental Office                  Real Estate Office                  Model Unit                  Other (specify)

---

**5c. Project Site Sign**

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

Rental Office                  Real Estate Office                  Model Unit                  Entrance to Project                  Other (specify)

The size of the Project Site Sign will be                  x  
The Equal Housing Opportunity logo or slogan or statement will be                  x

---

**6. Evaluation of Marketing Activities**

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

**7a. Marketing Staff**

What staff positions are/will be responsible for affirmative marketing?

---

**7b. Staff Training and Assessment: AFHMP**

- (1) Has staff been trained on the AFHMP?
  - (2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)?
  - (3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?
  
  - (4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act?
  - (5) If yes, how and how often?
- 

**7c. Tenant Selection Training/Staff**

- (1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences?
  
  - (2) What staff positions are/will be responsible for tenant selection?
- 

**7d. Staff Instruction/Training:**

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.



**8. Additional Considerations** Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

**9. Review and Update**

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

*Elaine Vega /mc 8/21/18*

Name (type or print)

Elaine Vega

Title & Name of Company

VP Compliance, Housing Management Resources, Inc.

**For HUD-Office of Housing Use Only**

Reviewing Official:

**For HUD-Office of Fair Housing and Equal Opportunity Use Only**

Approval

Disapproval

Signature & Date (mm/dd/yyyy)

Signature & Date (mm/dd/yyyy)

Name  
(type  
or  
print)

Title

Name  
(type  
or  
print)

Title

Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

**Purpose of Form:** All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

**Applicability:** The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

#### **INSTRUCTIONS:**

**Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing**

#### **Part 1: Applicant/Respondent and Project**

**Identification.** Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau (<http://factfinder2.census.gov/main.html>) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

#### **Part 2: Type of AFHMP**

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.

### **Part 3 Demographics and Marketing Area.**

"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

### **Part 4 - Marketing Program and Residency Preference (if any).**

Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described.

**Please attach a copy of the advertising or marketing material.**

### **Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.**

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b -The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c -The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. **Please submit photographs of project site signs.**

## **Part 6 - Evaluation of Marketing Activities.**

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

## **Part 7- Marketing Staff and Training.**

Block 7a - Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act.

Please indicate who provides the training and how frequently. In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

## **Part 8 - Additional Considerations.**

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

## **Part 9 - Review and Update.**

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

## **Notification of Intent to Begin Marketing.**

No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.

**Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities**  
**(See AFHMP, Block 3b)**

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. **Please attach maps showing both the housing market area and the expanded housing market area.**

<b>Demographic Characteristics</b>	<b>Project's Residents</b>	<b>Project's Applicant Data</b>	<b>Census Tract</b>	<b>Housing Market Area</b>	<b>Expanded Housing Market Area</b>
% White					
% Black or African American					
% Hispanic or Latino					
% Asian					
% American Indian or Alaskan Native					
% Native Hawaiian or Pacific Islander					
% Persons with Disabilities					
% Families with Children under the age of 18					
Other (specify)					

Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

Demographic Characteristics	Project's Residents (as determined in Worksheet 1)	Project's Applicant Data (as determined in Worksheet 1)	Census Tract (as determined in Worksheet 1)	Housing Market Area (as determined in Worksheet 1)	Expanded Housing Market Area (as determined in Worksheet 1)	Residency Preference Area (if applicable)
% White						
% Black or African American						
% Hispanic or Latino						
% Asian						
% American Indian or Alaskan Native						
% Native Hawaiian or Pacific Islander						
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						

Worksheet 3: Proposed Marketing Activities –Community Contacts (See AFHMP, Block 4b)

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	Community Contact(s), including required information noted above.

Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

Targeted Population(s)→ Methods of Advertising ↓	Targeted Population:	Targeted Population:	Targeted Population:
Newspaper(s)			
Radio Station(s)			
TV Station(s)			
Electronic Media*			
Bulletin Boards			
Brochures, Notices, Flyers			
Other (specify)			

\* Per VHDA requirements, the development will be listed on [virginiahousingsearch.com](http://virginiahousingsearch.com).



## Copies of Advertisements

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☆ **Gorgeous Apartment Homes Available NOW! (Richmond)**

image 1 of 5



1664 Henrico Arms Place  
[\(google map\)](#)

**open house dates**

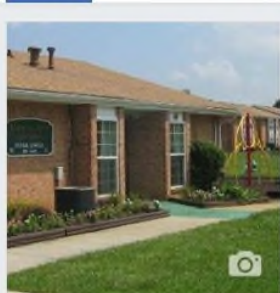
thursday 2018-08-16

friday 2018-08-17

monday 2018-08-20

apartment

Located in Richmond, Virginia, Henrico Arms is a recently remodeled apartment community offering one, two, and three bedroom apartments for rent. Professionally managed by Housing Management Resources, Inc., Henrico Arms offers residents an array of amenities, including community laundry facilities, complimentary utilities, beautiful landscaping, a fun filled playground, off street parking, and 24 hour emergency maintenance service. Henrico Arms is conveniently located near public transportation, as well as I-95, so places like downtown Richmond, home to a variety of options for dining, shopping, and entertainment, including Richmond's Landmark Theatre, are never far away! Henrico Arms is also within walking distance of local parks and recreation facilities. Contact our on site staff to schedule a tour of your new home at Henrico Arms today!



Henrico Arms

@HenricoArmsApartments

Home

About

Services

Reviews

Photos

Videos

Posts



Liked Following Share

Contact Us

Write a post... Photo Album Live Video

Write a post...

4.5 4.5 out of 5 · Based on the opinion of 6 people





# Henrico Arms

## APARTMENTS



*Our "Working Family Preference" means that a family with at least 1 working member (or if the head, co-head, or sole member is age 62 or older, or is a disabled person) will be given preference over all other nonworking applicants. Call today for details!*

### Features

- Beautifully-Landscaped
- Close to Parks and Recreation
- Close to Public Transportation
- Custom Blinds
- Energy-Efficient Appliances
- Fun-Filled Playground
- 24-Hour Emergency Maintenance Service
- State-of-the-Art Laundry Facilities
- Recently-Remodeled
- Off-Street Parking
- Utilities Included

### Education

Montrose Elementary School  
Martin Luther King, Jr. Middle School  
Armstrong High School

### Community

Gillies Creek Park, Chimborazo Park  
MotherBaby Doula Services  
Neighborhood Resource Center  
Robert L. Taylor Childcare Center

### Location

Take the I-64 airport exit to Laburnam Avenue and take a left; after about five miles, take a right onto Darbytown Road. From the south, take the bridge.

### Henrico Arms Apartments

1664 Henrico Arms Place

Richmond, VA 23231

Phone: (804) 222-0542

Fax: (804) 222-6156

[www.hmrproperties.com](http://www.hmrproperties.com)

[henrico@hmrproperties.com](mailto:henrico@hmrproperties.com)

### Office Hours:

Monday - Friday,

9:00 AM - 5:00 PM

Closed Saturday and Sunday

### Deposit

Based on Rent



Housing Management Resources



[www.facebook.com](http://www.facebook.com)



\*Restrictions may apply.



## Apartment Homes for Rent at Henrico Arms in Richmond, Virginia

Located in Richmond, Virginia, Henrico Arms is a recently remodeled apartment community offering one, two, and three bedroom apartments for rent. Professionally managed by Housing Management Resources, Inc., Henrico Arms offers residents an array of amenities, including community laundry facilities, complimentary utilities, beautiful landscaping, a fun filled playground, off street parking, and 24 hour emergency maintenance service. Henrico Arms is conveniently located near public transportation, as well as I-95, so places like downtown Richmond, home to a variety of options for dining, shopping, and entertainment, including Richmond's

### Contact Us:

#### Henrico Arms

1664 Henrico Arms Place  
Richmond, VA 23231  
Phone: **(804) 222-0542**

**Office Hours:**  
Mon - Fri: 9:00 AM - 5:00 PM  
[Download Brochure](#)

### Contact Form

Fill out this quick and easy form to receive information via email.

Full Name (required)

Email Address (required)

Phone Number (required)

Best Time To Be Reached (required)

Move In Date

Message (required)

August 16, 2018

Department of Social Services  
Regina Hall, Program Specialist  
8600 Dixon Powers St.  
Richmond, VA 23219

To Whom It May Concern,

Henrico Arms Apartments provides housing for eligible low-income families and handicapped/disabled individuals.

We would appreciate you continuing to add our name to the list of resources you provide to your clientele.

If you have any questions or concerns about the services we provide, please feel free to contact me by telephone at or by e-mail at [henrico@hmrproperties.com](mailto:henrico@hmrproperties.com).

Sincerely,

Demetria Rogers  
Property Manager  
Henrico Arms Apartments

August 16, 2018

Housing Opportunities Made Equal of Virginia, Inc.  
Heather Crislip, Esq. President & CEO  
626 East Broad Street, Suite 400  
Richmond, VA 23219

Dear Ms. Crislip,

Henrico Arms Apartments provides housing for eligible low-income families and handicapped/disabled individuals.

We would appreciate you continuing to add our name to the list of resources you provide to your clientele.

If you have any questions or concerns about the services we provide, please feel free to contact me by telephone at or by e-mail at [henrico@hmrproperties.com](mailto:henrico@hmrproperties.com).

Sincerely,

Demetria Rogers  
Property Manager  
Henrico Arms Apartments

**Photo of Project Sign(s)**

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Henrico  
Arms





# APPLICANT *and* RESIDENT SELECTION

## Do's....

- ▶ Use screening and verifications practices on a consistent basis.
- ▶ Ask for voluntary disclosures of racial and ethnic characteristic.
- ▶ Use application practices that assure families with limited English-speaking proficiency have access to the housing.

## Don'ts...

- ▶ Use waiting list practices that could exclude people protected by fair housing laws.



# APPLICANT *and* RESIDENT SELECTION



# FAIR HOUSING Marketing

WORKING TOGETHER  
FOR A BETTER COMMUNITY

**11 RULES FOR SHOWING APARTMENTS  
TO PROSPECTS WITHOUT VIOLATING  
FAIR HOUSING LAW:**



HOUSING MANAGEMENT RESOURCES, INC.

# Fair Housing Rules

- Rule #1 Show all Prospects all apartments
- Rule #2 Use Consistent Demeanor
- Rule #3 Post Photo ID Policy
- Rule #4 Do Not Steer
- Rule #5 Take consistent route while touring
- Rule #6 Do not answer risky questions



# PEOPLE WITH DISABILITIES

## Do's...

- ▶ Assign families who need units with accessibility features to accessible units on a preferential basis
- ▶ Admit a person with a disability who has a service animal
- ▶ Notify all applicants of the options to request a reasonable accommodation

## Don'ts...

- ▶ Ask for information about the existence, nature, or extent of the disability
- ▶ Refuse to admit a person with a disabilities to a non-accessible unit





# PEOPLE WITH DISABILITIES



WORKING TOGETHER  
FOR A BETTER COMMUNITY



# FAMILIES WITH CHILDREN

## Do's...

- ▶ In elderly properties, admit elder-headed households with minor children
- ▶ Use occupancy standards when admitting families to units **Minimum one person per bedroom** **Maximum two persons per bedroom**

## ▶ Don'ts...

- ▶ Reject a family for a smaller unit for which they qualify based on the gender of the individuals
- ▶ Reject a family with young children for a unit with lead-based paint or lead hazards.



# FAMILIES WITH CHILDREN



WORKING TOGETHER  
FOR A BETTER COMMUNITY



HOUSING MANAGEMENT RESOURCES, INC.

# REASONABLE ACCOMADATIONS POLICY

1. **Notify all Applicants /Residents of HMR's reasonable accommodations policies**
2. **Gather information in a non-discriminatory way**
3. **Submit all documentation to Reasonable Accommodations Committee**
  - \* Elaine Vega
  - \* Trish Leonard
  - \* Michelle Caswell
4. **Document file with Committee Conclusion**



## FAIR HOUSING DO AND DON'Ts

### MARKETING:

DO: Use the Fair Housing symbol and equal opportunity statement in marketing materials.

WHAT IT IS: A fair housing marketing device created by HUD.



*We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, or national origin.*

DO: Display the Fair Housing Poster in the Management Office.

WHAT IT IS: A poster designed by HUD and required for display in any office where dwelling units are offered for sale or rental.

DO: Use an Affirmative Fair Housing Marketing Plan for HUD multifamily properties with insured mortgages and rental assistance, and for all properties where required by state or local agencies,.

WHAT IT IS: The AFHMP is a form designed by HUD. It may also be a form designed by a state or local source of financing. The purpose of the AFHMP is to market to the populations of people least likely to apply for the housing in order to assure equal access to housing opportunity.

DON'T: Use catch words, phrases, or symbols that suggest discriminatory intent.

WHAT IT IS: Words or phrases can express discriminatory screening practices. For example, "mature individuals" suggests the exclusion of families with children. Marketing material that describes local amenities in terms of specific religious congregations ("located near St. Mary's Lutheran Church") might suggest a religious preference.

DON'T: Include selection preferences with fair housing consequences in marketing material unless necessary.

WHAT IT IS: A local resident selection preference can signal an intent to exclude people from outside a community with different racial or ethnic characteristics. A preference for working families can suggest exclusion of elders or people with disabilities. If preferences must be stated in marketing material, be sure to also include statements indicating others who may be eligible.

To: All Employees  
From: Elaine Vega, VP of Compliance  
Date: November 1, 2017

Subject: Instructions for Complying with Local, State and Federal Housing Laws Regarding the Rental Housing Units.

“Affirmative marketing” is defined as (1) adherence to local, state and federal fair housing laws, and (2) positive efforts to ensure that a wide spectrum of persons from various races, colors, religions, genders, handicaps, national origins, familial statuses and sexual orientation are made aware of our housing developments and their benefits.

It is the policy of the Owner and Agent to promote equal opportunity and non-discrimination in compliance with, but not limited to, the federal and state constitutions and legislative enactments addressing discrimination in housing. These enactments include: The Fair Housing Amendments Act of 1988, 42 U.S.C.A. §§3601-3620, as modified by the Housing for Older Americans Act of 1995, 42 U.S.C.A §3607(b)(2)(C), Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A §794 et seq., The Americans with Disabilities Act of 1990, 42 U.S.C.A. §§12101-12213, Title VI of the Civil Rights Act of 1964, 42 U.S.C.A §2000d, the Age Discrimination Act of 1975, 42 U.S.C.A. §§6101-6107, and HUD Final Rule on Equal Access to HUD Housing Regardless of Sexual Orientation and Gender Identity. In furtherance of this policy:

In carrying out the Plan, the Agent shall not discriminate on the basis of race, color, creed, religion, national or ethnic origin, citizenship, ancestry, class, sex, sexual orientation, familial status, disability, military/veteran status, source of income, age or other basis prohibited by local, state or federal law in any aspect of tenant selection or matters related to continued occupancy. The Agent shall affirmatively market to minorities and persons with disabilities as specified in its Affirmative Fair Housing Marketing Plan (AFHMP) as approved by HUD. Rental applications shall include questions regarding the applicant household’s need for an “accessible apartment” and for the need for “accessible features.”

In the marketing of units, this management company will adhere to the three following specific conditions:

1. All advertising, brochures, leaflets and other printed materials shall include the Equal Housing Opportunity Logo, statement or slogan.
2. All signs, off-site or on-site, will prominently display the logo, statement or slogan.
3. A fair housing poster will be displayed so as to be readily apparent o all persons seeking housing accommodations

## AFHMP Training

No applicant shall be refused the right to apply for housing. In the selection of residents, this management company will adhere to all regulations relating to fair housing. Our developments will be managed and operated without regard of race, color, creed, religion, national or ethnic origin, citizenship, ancestry, class, sex, sexual orientation, familial status, disability, military/veteran status, source of income, age or other basis prohibited by local, state or federal law in any aspect of tenant selection or matters related to continued occupancy.

From time to time, as fair housing laws are amended, this management company will revise and update its instructions to keep all employees current with any applicable equal housing opportunity regulations.

To: All Employees  
From: Elaine Vega, VP of Compliance  
Date: Novemer 1, 2017

Subject: Training for Complying with Local, State and Federal Housing Laws Regarding the Rental Housing Units.

The Housing Management Resources Company complies with all Federal, State and local fair housing and civil rights laws and with all Equal Opportunity requirements in HUD administrative procedures. In carrying out its marketing program and resident selection process, neither the Owner, nor its Agents, will discriminate based on of race, color, creed, religion, national or ethnic origin, citizenship, ancestry, class, sex, sexual orientation, familial status, disability, military/veteran status, source of income, age or other basis prohibited by local, state or federal law in any aspect of tenant selection or matters related to continued occupancy This applies to accepting and processing applications, selecting tenants from among eligible applicants of the waiting list, assigning units, and certifying and re-certifying eligibility for assistance.

All persons who will be handling and/or processing rental applications will be trained in procedures and policy matters, mindful of relevant federal, state and municipal orders, laws and statutes dealing with civil rights and fair housing, the Marketing and Resident Selection Plans, applicable regulations governing the selection of applicants for housing, including, but not limited to: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; Title VI of the Civil Rights Act of 1964; Executive Order 11063, November 29, 1962; The Americans with Disabilities Act of 1990, Section 504 of The Rehabilitation Act of 1973, and comparable orders on the state level. Marketing staff and all other persons involved in processing and/or handling of potential applications will be familiarized with the above regulations. Also, the appropriate appeal procedures will be explained so that applicants may exercise their rights if they feel discrimination has occurred.

## FAIR HOUSING DO AND DON'Ts

### APPLICATIONS AND RESIDENT SELECTION:

DO: Use screening and verification practices on a consistent basis for all applicants.

WHAT IT IS: Screening and verification standards to establish eligibility for admission should be applied equally and consistently to all applicants. For example, if home visits are used, then *all* applicants should have home visits, or home visits should be conducted for *all* applicants with poor tenancy histories. If drug testing or verification of drug-free status is used, then *all* applicants should be required to provide the verification, or *all* applicants with criminal histories should provide the verification.

DO: Ask for *voluntary* disclosure of racial and ethnic characteristics and disability and keep the information separate from the application.

WHAT IT IS: HUD regulations require assisted housing providers to keep track of the racial, ethnic and disability characteristics of applicants and residents to assure that the providers is not discriminating in marketing, application and selection. Fair housing rules prohibit the use of such information in selection decisions, except for selection preferences involving people with disabilities, assignment of people with disabilities to accessible units, and reasonable accommodations for people with disabilities.

DO: Use application practices that assure that families with limited English-speaking proficiency have access to the housing and programs at the site.

WHAT IT IS: HUD rules require that housing providers take steps to assure that LEP families have meaningful access to housing with federal assistance. Examine the market area and the AFHMP for the site and identify LEP households who are likely to apply and qualify for a unit. Develop a plan to communicate with LEP households, such as use of telephone translation services, “Babel” notices, translation of important documents, and use of community agencies to help with translation.

DON'T: Use waiting list practices that could exclude people protected by fair housing laws.

WHAT IT IS: Opening waiting lists with requirements that allow submission of applications only in person during limited hours for a limited period of time could have the effect of excluding people with disabilities, elders, people who live outside the neighborhood where the housing is located, or working people. Consider accepting applications by mail. When opening a waiting list for initial lease-up or after the waiting list has been closed, consider accepting applications by mail for a period of weeks, and conducting a lottery to establish the order of the waiting list.



## **FAIR HOUSING DO AND DON'Ts**

### **PEOPLE WITH DISABILITIES**

**DO:** Assign families who need units with accessibility features to accessible units on a preferential basis.

**WHAT IT IS:** When an accessible unit is available for occupancy, offer the unit to the first family on the waiting list needing the features of the unit, no matter where the household is on the waiting list. If no family on the waiting list needs the unit, the unit may be rented to the next family on the list. In that situation, the lease should require the family to transfer to a unit of appropriate size in the event a household with a member requiring an accessible unit applies.

**DO:** Admit a person with disabilities who uses a service animal.

**WHAT IT IS:** Policies that forbid pets cannot be applied to people who use service animals. Examples of service animals include guide dogs for people with visual and hearing impairments, so-called “seizure dogs” that support people with seizure disorders, and dogs that provide assistance to people with mobility impairments.

**DO:** Notify all applicants of the option to request a reasonable modification in property rules, practices and procedures for people with disabilities.

**WHAT IT IS:** The Reasonable Accommodation Policy includes notices to be supplied to all applicants stating that applicants with disabilities have the right to request a reasonable modification in property rules, and in the structural features of assisted properties when necessary to assure equal opportunity. The notices should be supplied to all applicants. Requests for a reasonable accommodation must be submitted to the Reasonable Accommodation Committee.

**DON'T:** Ask for information about the existence, nature, or extent of disability unless extent necessary to establish eligibility for an admissions preference, eligibility for an accessible unit, reasonable accommodation, or other special benefit available only to people with disabilities.

**WHAT IT IS:** It is illegal to inquire about the existence of a disability unless the information is relevant to eligibility. When relevant, information should be requested only to the extent needed to establish eligibility. At properties with a selection preference for people with disabilities, a Social Security disability determination letter is sufficient to establish eligibility. Admission to an accessible unit should be determined based on verification indicating that the family needs the features of the unit, obtained from a doctor, a social worker, or some other professional with knowledge of the need.

**DON'T:** Refuse to admit a person with disabilities to a non-accessible unit.

**WHAT IT IS:** People with disabilities cannot be limited only to accessible units. The decision to admit or reject an application for a person with disabilities should be based only on the eligibility factors applicable to the property, including income eligibility, ability to pay the rent, not damage the unit, not disturb neighbors, and comply with lease requirements.

## **FAIR HOUSING DO AND DON'Ts**

### **FAMILIES WITH CHILDREN**

**DO:** In elderly properties, admit elder-headed households with minor children.

**WHAT IT IS:** The definition of “elderly family” includes a household whose sole member, head of household, or spouse of the head of household is an elder. HUD interprets this definition to include elderly families with minor children.

**DO:** Use occupancy standards when admitting families to units.

**WHAT IT IS:** Each tenant selection plan should include guidelines for admission of families to units that establish minimum and maximum bedroom size corresponding to the number of people in the household. The guidelines are intended to be flexible.

**DON'T:** Reject a family for a smaller unit for which the household qualifies based on the gender of the individuals who will share bedrooms.

**WHAT IT IS:** The head of household is entitled to choose when and which occupants will share bedrooms. If the family size is appropriate for the size of the unit, and the family accepts the unit, the household should not be rejected for occupancy.

**DON'T:** Reject a family with young children for a unit with lead-based paint or lead hazards.

**WHAT IT IS:** Lead-based paint and lead hazards like dust and lead contaminated soil are a health risk for young children. Federal and local laws require landlords to disclose the existence of lead-based paint and lead hazards in units and common areas. Federally assisted properties have additional responsibilities for evaluation and control of lead hazards. An applicant may reject a unit with lead hazards without affecting the family’s position on the waiting list. A management agent may not reject a family for occupancy because a unit contains lead hazards.