
2020 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 **12:00 PM**
Richmond, VA Time On **March 12, 2020**

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 2020 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 **12:00 PM** Richmond Virginia time on **March 12, 2020**. 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 only accepts files via our work center sites on Procorem. Contact TaxCreditApps@vhda.com for access to Procorem or for the creation of a new deal workcenter. 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

Name	Email	Phone Number
JD Bondurant	johndavid.bondurant@vhda.com	(804) 343-5725
Sheila Stone	sheila.stone@vhda.com	(804) 343-5582
Stephanie Flanders	stephanie.flanders@vhda.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@vhda.com	(804) 343-5514
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2020 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.

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input checked="" type="checkbox"/> | Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study and plans & specifications) (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input checked="" type="checkbox"/> | Electronic Copy of Appraisal (MANDATORY if acquisition credits requested) |
| <input checked="" type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested) |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion (MANDATORY) |
| <input type="checkbox"/> | 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) |
| <input checked="" type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY) |
| | Tab K: Documentation of Development Location: |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification |
| <input checked="" type="checkbox"/> | K.2 Location Map |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter |
| <input type="checkbox"/> | Tab N: Homeownership Plan |
| <input checked="" type="checkbox"/> | Tab O: Plan of Development Certification Letter |
| <input type="checkbox"/> | Tab P: Developer Experience documentation and Partnership agreements |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances |
| <input type="checkbox"/> | Tab S: Supportive Housing Certification |
| <input type="checkbox"/> | Tab T: Funding Documentation |
| <input type="checkbox"/> | Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population |
| <input type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected) |
| <input type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |
| <input type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds |

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 7/31/2020

1. Development Name: Holly Springs Apartments

2. Address (line 1): 801 Holly Springs Ave
 Address (line 2):
 City: Richmond State: VA Zip: 23224

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 Richmond City

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: 607.00

7. Development is located in a **Qualified Census Tract**..... TRUE

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%
<u>FALSE</u>	<u>FALSE</u>	<u>FALSE</u>

Enter only Numeric Values below:

13. Congressional District: 4
 Planning District: 15
 State Senate District: 16
 State House District: 69

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

Holly Springs Apartments is a 121-unit existing apartment complex located in Richmond. The applicant proposes to acquire and significantly renovate the apartments using 4% LIHTC credits, historic tax credits, and tax-exempt bonds.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 7/31/2020

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: Levar Stoney
 Chief Executive Officer's Title: Richmond City Mayor Phone: 804-646-7978
 Street Address: 900 E. Broad Street, Suite 201
 City: Richmond State: VA Zip: 23219

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Regina Taggart, Executive Assistant to the CAO

- 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, where are bonds being issued?

ACTION: Provide Inducement Resolution at **TAB Y** (if available)

Skip to Number 4 below.

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)

Name of companion development:

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?

Total Units within 4% Tax Exempt allocation Request?

Total Units:

% 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 25 additional years after the 15-year compliance period for a total of 40 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: VST Holly Springs LLC

Developer Name: VST Holly Springs Developer LLC

Contact: M/M ▶ Mr. First: Edward MI: K Last: Solarz

Address: 101 W. Commerce Road, 2nd Floor

City: Richmond St. ▶ VA Zip: 23224

Phone: (804) 977-0778 Ext. Fax:

Email address: edsolarz@genesisproperties.com

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

Select type of entity: ▶ Limited Liability Company Formation State: ▶ VA

Additional Contact: Please Provide Name, Email and Phone number.
randyharrell@genesisproperties.com (202) 494 5301

- ACTION:**
- a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) (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>
Jennifer S. Hunt	(804) 977-0765	Co-Manager	55.000%
Edward K. Solarz	(804) 977-0778	Member, Normandy	10.000%
Robert D. Hunt	(804) 977-0765	LLC Member	35.000%
Edward K. Solarz	(804) 977-0778	Co-Manager	0.000%
			0.000%
			0.000%
			0.000%

needs

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

- 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. **FALSE**

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):

Select Type: Purchase Contract

Expiration Date:

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.

ACTION: Provide documentation and most recent real estate tax assessment - **Mandatory TAB E**

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..... .

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: Holly Springs & Associates LLP

Address: 101 W. Commerce Road, 2nd Floor

City: Richmond St.: VA Zip: 23224

Contact Person: Ronald H. Hunt Phone: (804) 230-1220

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.)

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Ronald H. Hunt	(804) 230-1220	Member, Holly Springs & Ass	100.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

2020 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:	Saundra R Hirth	This is a Related Entity.	FALSE
Firm Name:	SRH Law, PLLC		
Address:	7 East Second Street, Suite 2100, Richmond, VA 23224		
Email:	srhirth@srhpllc.com	Phone:	804-305-8494
2. Tax Accountant:	Paul Young	This is a Related Entity.	FALSE
Firm Name:	Dixon Hughes Goodman LLP		
Address:	4510 Cox Road #200, Glen Allen, VA 23060		
Email:	paul.young@dhg.com	Phone:	(804) 474-1203
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		Role:	
Address:			
Email:		Phone:	
4. Management Entity:	Ronald H. Hunt	This is a Related Entity.	TRUE
Firm Name:	Genesis Propertic, Inc.		
Address:	101 W. Commerce Road, 2nd Floor, Richmond, VA 23229		
Email:	rondaldhhunt@genesisproperties.com	Phone:	(804) 230-1220
5. Contractor:		This is a Related Entity.	FALSE
Firm Name:			
Address:			
Email:		Phone:	
6. Architect:	Andy Scudder	This is a Related Entity.	FALSE
Firm Name:	Johannas Design Group		
Address:	1901 W Cary Street, Richmond, VA 23220		
Email:	andy@johannasdesign.com	Phone:	(804) 350-6627
7. Real Estate Attorney:	Saundra Hirth	This is a Related Entity.	FALSE
Firm Name:	SRH Law, PLLC		
Address:	7 East Second Street, Suite 2100, Richmond, VA 23224		
Email:	srhirth@srhpllc.com	Phone:	(804) 305-8494
8. Mortgage Banker:		This is a Related Entity.	TRUE
Firm Name:			
Address:			
Email:		Phone:	804-565-2013
9. Other:		This is a Related Entity.	FALSE
Firm Name:		Role:	
Address:			
Email:		Phone:	

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? **2003**

- 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..... **FALSE**

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..... **FALSE**

- 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..... **TRUE**

- 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..... TRUE

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)..... TRUE

iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... TRUE

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:

or indicate true if Local Housing Authority

FALSE

Name of Local Housing Authority

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)**

NOTE: Applicant waives the right to pursue a Qualified Contract.

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	121	bedrooms	242
Total number of rental units in development	121	bedrooms	242
Number of low-income rental units	121	bedrooms	242
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:.....	121	bedrooms	242
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.....			97,222.00 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			10,223.00 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			86,999.00 (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			0.00%
i. Exact area of site in acres	8.986		
j. Locality has approved a final site plan or plan of development..... If True , Provide required documentation (TAB O).			TRUE
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....			TRUE

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	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	719.00	SF	121	121
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			121	121

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)..... **23**
- b. Age of Structure:..... **72** years
- c. Number of stories:..... **2**

d. The development is a scattered site development..... **TRUE**

e. Commercial Area Intended Use: _____

f. Development 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**

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H. STRUCTURE AND UNITS INFORMATION

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

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

h. Development contains an elevator(s). FALSE

If true, # of Elevators. 0

Elevator Type (if known) _____

i. Roof Type ▶ Pitched

j. Construction Type ▶ Masonry

k. Primary Exterior Finish ▶ Brick

4. Site Amenities (indicate all proposed)

a. Business Center.....	<u>FALSE</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>FALSE</u>	j. Sports Activity Ct..	<u>FALSE</u>
		k. Other:	_____

l. Describe Community Facilities: Leasing office, community room, and onsite parking

m. Number of Proposed Parking Spaces..... 77

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

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 structureNotes 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	1.80%
Project Wide Capture Rate - Market Units	NA
Project Wide Capture Rate - All Units	1.80%
Project Wide Absorption Period (Months)	5

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 RESNET rater certification (**TAB F**)

ACTION: Provide Internet Safety Plan and Resident Information Form (Tab W) if options selected below.

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

- FALSE a. A community/meeting room with a minimum of 749 square feet is provided.
- 12.00% 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.
- TRUE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- FALSE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- TRUE e. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- FALSE 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.
- FALSE 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.
- FALSE k. Cooking surfaces are equipped with fire prevention features
- or
- TRUE 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.
- FALSE p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- 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

J. ENHANCEMENTS

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.
- 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:

- | | |
|---|---|
| <u>FALSE</u> Earthcraft Gold or higher certification | <u>FALSE</u> National Green Building Standard (NGBS) certification of Silver or higher. |
| <u>FALSE</u> U.S. Green Building Council LEED certification | <u>FALSE</u> 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.)

- | | |
|--|--------------------------------------|
| <u>FALSE</u> Zero Energy Ready Home Requirements | <u>FALSE</u> 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:

[Redacted area]

Architect of Record initial here that the above information is accurate per certification statement within this application.

2020 Low-Income Housing Tax Credit Application For Reservation

I. UTILITIES

1. Utilities Types:

- a. Heating Type Gas Forced Air
- b. Cooking Type Gas
- c. AC Type Central Air
- d. Hot Water Type Electric

2. Indicate True if the following services will be included in Rent:

- | | | | |
|-----------------|--------------|----------------------|--------------|
| Water?..... | <u>FALSE</u> | Heat?..... | <u>FALSE</u> |
| Hot Water?..... | <u>FALSE</u> | AC?..... | <u>FALSE</u> |
| Lighting?..... | <u>FALSE</u> | Sewer?..... | <u>FALSE</u> |
| Cooking? | <u>FALSE</u> | Trash Removal? | <u>TRUE</u> |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	19	0	0
Air Conditioning	0	0	10	0	0
Cooking	0	0	3	0	0
Lighting	0	0	19	0	0
Hot Water	0	0	16	0	0
Water	0	0	29	0	0
Sewer	0	0	34	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$130	\$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. TRUE Other: VHDA

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

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)

FALSE

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 requirements of section 504 of the Rehabilitation Act.

Architect of Record initial here that the above information is accurate per certification statement within this application.

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 and Unit Delivery Schedule (**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: Yes

Organization which holds waiting list: Richmond Redevelopment Housing Authority

Contact person: Terese Walton

Title: Interim CEO

Phone Number (804) 780-4246

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

b. Leasing preference will be given to individuals and families with children..... TRUE
 (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: 0
 % of total Low Income Units 0%

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
- TRUE 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 Project Based vouchers above are applicable to the 30% units seeking points. FALSE

i. If True above, how many of the 30% units will not have project based vouchers? 0

d. Number of units receiving assistance: 33
 How many years in rental assistance contract? 15.00
 Expiration date of contract: 5/1/2035
 There is an Option to Renew..... FALSE

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: Warning: Greater than 50% of units does not increase bonus points.

Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
0	0.00%	40% Area Median	0%
121	100.00%	50% Area Median	50.00%
0	0.00%	60% Area Median	0%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	0%
121	100.00%	Total	50.00%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
0	0.00%	40% Area Median	0%
121	100.00%	50% Area Median	50.00%
0	0.00%	60% Area Median	0%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	0%
121	100.00%	Total	50.00%

- b. The development plans to utilize average income..... FALSE
 If 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.

Architect of Record initial here that the information below is accurate per certification statement within this application.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	2 BR - 1 Bath	50% AMI	88		719.00	\$876.00	\$77,088
Mix 2	2 BR - 1 Bath	50% AMI	33		719.00	\$876.00	\$28,908
Mix 3							\$0
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

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L. UNIT DETAILS

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
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
Mix 44							\$0
Mix 45							\$0
Mix 46							\$0
Mix 47							\$0
Mix 48							\$0
Mix 49							\$0
Mix 50							\$0
Mix 51							\$0
Mix 52							\$0
Mix 53							\$0
Mix 54							\$0
Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0
Mix 68							\$0

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L. UNIT DETAILS

Mix 69							\$0
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
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
TOTALS			121	0			\$105,996

Total Units	121	Net Rentable SF:	TC Units	86,999.00
			MKT Units	0.00
			Total NR SF:	86,999.00

Floor Space Fraction (to 7 decimals)	100.00000%
---	-------------------

2020 Low-Income Housing Tax Credit Application For Reservation

M. OPERATING EXPENSES

Administrative:		Use Whole Numbers Only!
1. Advertising/Marketing		\$15,000
2. Office Salaries		\$32,000
3. Office Supplies		\$8,542
4. Office/Model Apartment	(type _____)	\$0
5. Management Fee		\$47,300
<u>3.55%</u> of EGI	<u>\$390.91</u> Per Unit	
6. Manager Salaries		\$32,000
7. Staff Unit (s)	(type _____)	\$0
8. Legal		\$11,389
9. Auditing		\$8,542
10. Bookkeeping/Accounting Fees		\$4,271
11. Telephone & Answering Service		\$2,847
12. Tax Credit Monitoring Fee		\$12,000
13. Miscellaneous Administrative		\$3,872
Total Administrative		\$177,763
Utilities		
14. Fuel Oil		
15. Electricity		\$10,358
16. Water		\$19,000
17. Gas		
18. Sewer		\$3,506
Total Utility		\$32,864
Operating:		
19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$2,000
21. Janitor/Cleaning Contract		\$7,562
22. Exterminating		\$22,779
23. Trash Removal		\$25,627
24. Security Payroll/Contract		\$21,640
25. Grounds Payroll		\$8,542
26. Grounds Supplies		\$7,000
27. Grounds Contract		\$20,000
28. Maintenance/Repairs Payroll		\$67,000
29. Repairs/Material		\$56,000
30. Repairs Contract		\$11,550
31. Elevator Maintenance/Contract		\$0
32. Heating/Cooling Repairs & Maintenance		\$12,550
33. Pool Maintenance/Contract/Staff		
34. Snow Removal		\$6,833
35. Decorating/Payroll/Contract		\$0
36. Decorating Supplies		\$1,708
37. Miscellaneous		\$2,847
Totals Operating & Maintenance		\$273,638

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$85,529
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	
41. Property & Liability Insurance	\$47,500
42. Fidelity Bond	\$0
43. Workman's Compensation	
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$90,600
Total Taxes & Insurance	\$223,629

Total Operating Expense	\$707,894
--------------------------------	------------------

Total Operating Expenses Per Unit	\$5,850	C. Total Operating Expenses as % of EGI	53.11%
--	---------	--	--------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$36,300
---	-----------------

Total Expenses	\$744,194
-----------------------	------------------

ACTION: Provide Documentation of Operating Budget at **Tab R** if applicable.

2020 Low-Income Housing Tax Credit Application For Reservation

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	12/22/2019	Edward K Solarz
b. Site Acquisition	1/1/2021	Edward K Solarz
c. Zoning Approval	11/26/2019	Edward K Solarz
d. Site Plan Approval	11/21/2019	Edward K Solarz
2. Financing		
a. Construction Loan		
i. Loan Application	8/1/2020	Edward K Solarz
ii. Conditional Commitment	10/1/2020	Edward K Solarz
iii. Firm Commitment	11/1/2020	Edward K Solarz
b. Permanent Loan - First Lien		
i. Loan Application	8/1/2020	Edward K Solarz
ii. Conditional Commitment	10/1/2020	Edward K Solarz
iii. Firm Commitment	11/1/2020	Edward K Solarz
c. Permanent Loan-Second Lien		
i. Loan Application		Edward K Solarz
ii. Conditional Commitment		Edward K Solarz
iii. Firm Commitment		Edward K Solarz
d. Other Loans & Grants		
i. Type & Source, List		Edward K Solarz
ii. Application		Edward K Solarz
iii. Award/Commitment		Edward K Solarz
2. Formation of Owner	6/30/2020	Edward K Solarz
3. IRS Approval of Nonprofit Status		Edward K Solarz
4. Closing and Transfer of Property to Owner	1/1/2021	Edward K Solarz
5. Plans and Specifications, Working Drawings		Edward K Solarz
6. Building Permit Issued by Local Government	6/1/2020	Edward K Solarz
7. Start Construction	2/1/2021	Edward K Solarz
8. Begin Lease-up	5/1/2021	Edward K Solarz
9. Complete Construction	12/1/2022	Edward K Solarz
10. Complete Lease-Up	2/1/2023	Edward K Solarz
11. Credit Placed in Service Date	4/1/2023	Edward K Solarz

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"
1. Contractor Cost				
a. Unit Structures (New)		0	0	0
b. Unit Structures (Rehab)	6,249,057	0	6,249,057	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
Total Structure	6,249,057	0	6,249,057	0
f. Earthwork	119,051	0	119,051	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	175,000	0	175,000	0
i. Site Improvements	400,000	0	400,000	0
j. Lawns & Planting	125,000	0	125,000	0
k. Engineering	0	0	0	0
l. Off-Site Improvements		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
Total Land Improvements	819,051	0	819,051	0
Total Structure and Land	7,068,108	0	7,068,108	0
q. General Requirements		0	0	0
r. Builder's Overhead (5.0% Contract)	353,405	0	353,405	0
s. Builder's Profit (5.0% Contract)	353,405	0	353,405	0
t. Bonds	0	0	0	0
u. Building Permits	36,300	0	36,300	0
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1: <u>Low volt, cable, internet i</u>	160,440	0	160,440	0
y. Other 2: <u>Section 3 consultant</u>	30,000	0	30,000	0
z. Other 3: <u>Leasing office renovation</u>	25,000	0	25,000	0
Contractor Costs	\$8,026,658	\$0	\$8,026,658	\$0

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"
2. Owner Costs				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$1,157 /Unit)	140,000	0	140,000	0
c. Architecture Supervision Fee \$149 /Unit)	18,000	0	18,000	0
d. Tap Fees	0	0	0	0
e. Environmental	5,000	0	5,000	0
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	30,000	0	30,000	0
h. Appraisal	8,000	0	8,000	0
i. Market Study	8,000	0	8,000	0
j. Site Engineering / Survey	5,000	0	5,000	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study		0		0
m. Construction Loan Origination Fee	65,000	0	65,000	0
n. Construction Interest (3.5% for 24 months)	963,257	0	768,257	0
o. Taxes During Construction	69,800	0	135,000	0
p. Insurance During Construction	80,000	0	80,000	0
q. Permanent Loan Fee ()	32,323	0		0
r. Other Permanent Loan Fees		0	0	0
s. Letter of Credit	83,185	0	83,185	0
t. Cost Certification Fee	7,500	0	7,500	0
u. Accounting	8,000	0	8,000	0
v. Title and Recording	70,000	0	0	0
w. Legal Fees for Closing	70,000	0	40,000	0
x. Mortgage Banker	86,190	0	0	0
y. Tax Credit Fee	52,008			
z. Tenant Relocation	121,000	0	0	0
aa. Fixtures, Furnitures and Equipment	15,000	0		0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	599,301	0	0	0
ad. Contingency	802,665	0	802,665	0
ae. Security	100,000	0	100,000	0
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Leasing office trailer	21,000	0	21,000	0
(2) Other* specify: Lender construction monito	10,800	0	10,800	0
(3) Other* specify: Other third party reports	15,000	0	15,000	0
(4) Other* specify: Soft Cost Contingency	100,000	0	100,000	0
(5) Other * specify: Bond Issuer	65,000	0	0	0
(6) Other* specify: Third party construction ma	59,500	0	59,500	0
(7) Other* specify: Bond and investor Closing l	115,000	0	0	0
(8) Other* specify: Lease up Reserve	25,000	0	0	0
(9) Other* specify: Historic Consultant Historic	15,000	0	0	0
(10) Other* specify: RRHA PBV Fee	30,000	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$3,895,529	\$0	\$2,509,907	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)	\$11,922,187	\$0	\$10,536,565	\$0
3. Developer's Fees Action: Provide Developer Fee Agreement (Tab A)	1,863,775	0	1,863,775	0
4. Owner's Acquisition Costs				
Land	900,000			
Existing Improvements	5,100,000	5,100,000		
Subtotal 4:	\$6,000,000	\$5,100,000		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$19,785,962	\$5,100,000	\$12,400,340	\$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:

\$1,863,775

Proposed Development's Cost per Sq Foot

\$142 **Meets Limits**

Applicable Cost Limit by Square Foot:

\$164

2020 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	
1. Total Development Costs	19,785,962	5,100,000	12,400,340	0

2. Reductions in Eligible Basis

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	2,292,864	0

3. Total Eligible Basis (1 - 2 above)

5,100,000	10,107,476	0
-----------	------------	---

4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	3,032,243	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0
Total Adjusted Eligible basis	13,139,719	0

5. Applicable Fraction

100.00000%	100.00000%	100.00000%
------------	------------	------------

6. Total Qualified Basis

(Eligible Basis x Applicable Fraction)

5,100,000	13,139,719	0
-----------	------------	---

7. Applicable Percentage

(Beginning with 2016 Allocations, use the standard 9% rate.)
(For tax exempt bonds, use the most recently published rates.)

4.00%	4.00%	9.00%
-------	-------	-------

8. Maximum Allowable Credit under IRC §42

(Qualified Basis x Applicable Percentage)

(Must be same as BIN total and equal to or less than credit amount allowed)

\$204,000	\$525,589	\$0
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\$729,589	Combined 30% & 70% P. V. Credit
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2020 Low-Income Housing Tax Credit Application For Reservation

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.	BB&T			\$12,880,000	
2.					
3.					
Total Construction Funding:				\$12,880,000	

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	Amount of Funds <i>(Whole Numbers only)</i>	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period <i>IN YEARS</i>	Term of Loan (years)
1.	Freddie TEL			\$8,619,000	\$505,615	4.75%	35.00	17.00
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$8,619,000	\$505,615			

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	\$12,850,000
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

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: **69.84%**

7. Some of the development's financing has credit enhancements..... **FALSE**

If **True**, list which financing and describe the credit enhancement:

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

a. **TRUE** Real Estate Tax Abatement on the increase in the value of the development.

b. **TRUE** **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**

2020 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	\$2,292,864	x Equity \$	\$0.920	=	\$2,109,435
Amount of Virginia historic credits	\$2,895,322	x Equity \$	\$0.810	=	\$2,345,211

b. Equity that Sponsor will Fund:

i. Cash Investment	\$100	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee		(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0	

ACTION: If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at **TAB A.**

Equity Total \$100

2. Equity Gap Calculation

a. Total Development Cost		\$19,785,962
b. Total of Permanent Funding, Grants and Equity	-	<u>\$13,073,746</u>
c. Equity Gap		\$6,712,216
d. Developer Equity	-	<u>\$67,792</u>
e. Equity gap to be funded with low-income tax credit proceeds		\$6,644,424

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator: _____

Contact Person: _____ Phone: _____

Street Address: _____

City: _____ State: _____ Zip: _____

b. Syndication Equity

i. Anticipated Annual Credits	\$729,589.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.920
iii. Percent of ownership entity (e.g., 99% or 99.9%)	98.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$722,220
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$6,644,424

c. Syndication: Private

d. Investors: Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$6,644,424

5. Net Equity Factor

Must be equal to or greater than 85% 91.9999807521%

2020 Low-Income Housing Tax Credit Application For Reservation

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		<u>\$19,785,962</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$13,073,746</u>
3. Equals Equity Gap		<u>\$6,712,216</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>91.9999807521%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$7,295,889</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$729,589</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$729,589</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$729,589</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$6,029.6612</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$3,014.8306</u>	

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

2020 Low-Income Housing Tax Credit Application For Reservation

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	\$105,996
Plus Other Income Source (list): <u>Water, Sewer</u>	\$13,438
Equals Total Monthly Income:	\$119,434
Twelve Months	x12
Equals Annual Gross Potential Income	\$1,433,211
Less Vacancy Allowance <u>7.0%</u>	\$100,325
Equals Annual Effective Gross Income (EGI) - Low Income Units	\$1,332,886

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): <u></u>	\$0
Equals Total Monthly Income:	\$0
Twelve Months	x12
Equals Annual Gross Potential Income	\$0
Less Vacancy Allowance <u>0.0%</u>	\$0
Equals Annual Effective Gross Income (EGI) - Market Rate Units	\$0

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$1,332,886
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$1,332,886
d. Total Expenses	\$744,194
e. Net Operating Income	\$588,692
f. Total Annual Debt Service	\$505,615
g. Cash Flow Available for Distribution	\$83,077

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
Eff. Gross Income	1,332,886	1,359,544	1,386,735	1,414,470	1,442,759
Less Oper. Expenses	744,194	766,520	789,515	813,201	837,597
Net Income	588,692	593,024	597,220	601,269	605,162
Less Debt Service	505,615	505,615	505,615	505,615	505,615
Cash Flow	83,077	87,409	91,605	95,654	99,547
Debt Coverage Ratio	1.16	1.17	1.18	1.19	1.20

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,471,614	1,501,047	1,531,067	1,561,689	1,592,923
Less Oper. Expenses	862,725	888,607	915,265	942,723	971,004
Net Income	608,889	612,440	615,803	618,966	621,918
Less Debt Service	505,615	505,615	505,615	505,615	505,615
Cash Flow	103,274	106,825	110,188	113,351	116,303
Debt Coverage Ratio	1.20	1.21	1.22	1.22	1.23

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,624,781	1,657,277	1,690,422	1,724,231	1,758,715
Less Oper. Expenses	1,000,135	1,030,139	1,061,043	1,092,874	1,125,660
Net Income	624,647	627,138	629,379	631,357	633,055
Less Debt Service	505,615	505,615	505,615	505,615	505,615
Cash Flow	119,032	121,523	123,764	125,742	127,440
Debt Coverage Ratio	1.24	1.24	1.24	1.25	1.25

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: 23

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

Bldg #	BIN if known	NUMBER OF		<u>DO NOT use the CUT feature</u>					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
		Street Address 1	Street Address 2	City	State	Zip														
1.	VA0001601	7		803 - 815 Holly Springs Ave		Richmond	VA	23224	10/17/2707	01/01/21	4.00%	\$11,802	\$760,151	01/01/21	4.00%	\$30,406			\$0	
2.	VA0001602	6		817 -827 Holly Springs Ave		Richmond	VA	23224	5/22/2592	01/01/21	4.00%	\$10,116	\$651,558	01/01/21	4.00%	\$26,062			\$0	
3.	VA0001603	8		3801 - 3815 Caulder Court		Richmond	VA	23224	3/11/2823	01/01/21	4.00%	\$13,488	\$868,744	01/01/21	4.00%	\$34,750			\$0	
4.	VA0001604	8		3817 - 3831 Caulder Cout		Richmond	VA	23224	3/11/2823	03/01/21	4.00%	\$13,488	\$868,744	03/01/21	4.00%	\$34,750			\$0	
5.	VA0001605	3		3833- 3837 Caulder Cout		Richmond	VA	23224	3/12/2246	03/01/21	4.00%	\$5,058	\$325,779	03/01/21	4.00%	\$13,031			\$0	
6.	VA0001606	4		3839 - 3845 Caulder Cout		Richmond	VA	23224	8/5/2361	03/01/21	4.00%	\$6,744	\$434,372	03/01/21	4.00%	\$17,375			\$0	
7.	VA0001607	6		3847 - 3855 Caulder Cout		Richmond	VA	23224	5/22/2592	03/01/21	4.00%	\$10,116	\$651,558	03/01/21	4.00%	\$26,062			\$0	
8.	VA0001608	4		3857 - 3865 Caulder Cout		Richmond	VA	23224	8/5/2361	06/01/20	4.00%	\$6,744	\$434,372	06/01/20	4.00%	\$17,375			\$0	
9.	VA0001609	3		3867 - 3871 Caulder Cout		Richmond	VA	23224	3/12/2246	06/01/20	4.00%	\$5,058	\$325,779	06/01/20	4.00%	\$13,031			\$0	
10.	VA0001610	8		3873 - 3887 Caulder Cout		Richmond	VA	23224	3/11/2823	06/01/20	4.00%	\$13,488	\$868,744	06/01/20	4.00%	\$34,750			\$0	
11.	VA0001611	3		3889 - 3893 Caulder Cout		Richmond	VA	23224	3/12/2246	06/01/20	4.00%	\$5,058	\$325,779	06/01/20	4.00%	\$13,031			\$0	
12.	VA0001612	8		3895 - 3909 Caulder Court		Richmond	VA	23224	3/11/2823	09/01/21	4.00%	\$13,488	\$868,744	09/01/21	4.00%	\$34,750			\$0	
13.	VA0001613	8		3911- 3925 Caulder Cout		Richmond	VA	23224	3/11/2823	09/01/21	4.00%	\$13,488	\$868,744	09/01/21	4.00%	\$34,750			\$0	
14.	VA0001614	3		3927 - 3931 Caulder Cout		Richmond	VA	23224	3/12/2246	09/01/21	4.00%	\$5,058	\$325,779	09/01/21	4.00%	\$13,031			\$0	
15.	VA0001615	3		3933 - 3937 Caulder Cout		Richmond	VA	23224	3/12/2246	09/01/21	4.00%	\$5,058	\$325,779	09/01/21	4.00%	\$13,031			\$0	
16.	VA0001616	8		3939 - 3953 Caulder Cout		Richmond	VA	23224	3/11/2823	12/01/21	4.00%	\$13,488	\$868,744	12/01/21	4.00%	\$34,750			\$0	
17.	VA0001617	3		3955 - 3959 Caulder Cout		Richmond	VA	23224	3/12/2246	12/01/21	4.00%	\$5,058	\$325,779	12/01/21	4.00%	\$13,031			\$0	
18.	VA0001618	3		3200 - 3204 Maury Street		Richmond	VA	23224	3/12/2246	12/01/21	4.00%	\$5,058	\$325,779	12/01/21	4.00%	\$13,031			\$0	
19.	VA0001619	8		3206 - 3220 Maury Street		Richmond	VA	23224	3/11/2823	12/01/21	4.00%	\$13,488	\$868,744	12/01/21	4.00%	\$34,750			\$0	
20.	VA0001620	3		3222 - 3226 Maury Street		Richmond	VA	23224	3/12/2246	02/01/22	4.00%	\$5,058	\$325,779	02/01/22	4.00%	\$13,031			\$0	
21.	VA0001621	4		3400 - 3406 Maury Street		Richmond	VA	23224	8/5/2361	02/01/22	4.00%	\$6,744	\$434,372	02/01/22	4.00%	\$17,375			\$0	
22.	VA0001622	6		3408 - 3418 Maury Street		Richmond	VA	23224	5/27/2592	02/01/22	4.00%	\$10,116	\$651,524	02/01/22	4.00%	\$26,061			\$0	
23.	VA0001623	4		3420 - 3426 Maury Street		Richmond	VA	23224	8/5/2361	02/01/22	4.00%	\$6,744	\$434,372	02/01/22	4.00%	\$17,375			\$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	

121 0

Totals from all buildings

\$5,100,000

\$204,000

\$13,139,719

\$525,589

\$0

\$0

Number of BINS: 23

V. STATEMENT OF OWNER

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 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: VST Holly Springs LLC

By: _____
Its: Manager of its Managing Member
(Title)

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: VST Holly Springs LLC

By: *Edward K Song*
Its: Manager of its Managing Member
(Title)

V. STATEMENT OF ARCHITECT

The architect signing this document is certifying that the development plans and specifications incorporate all VHDA Minimum Design and Construction Requirements (MDCR), selected LIHTC enhancements and amenities, applicable building codes and accessibility requirements.

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 Architect: _____
Virginia License#: _____
Architecture Firm or Company: _____

By: _____

Its: _____
(Title)

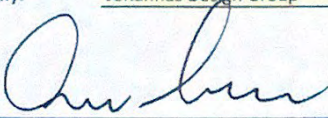
Initials by Architect are also required on the following Tabs: Enhancement, Special Housing Needs and Unit Details.

V. STATEMENT OF ARCHITECT

The architect signing this document is certifying that the development plans and specifications incorporate all VHDA Minimum Design and Construction Requirements (MDCR), selected LIHTC enhancements and amenities, applicable building codes and accessibility requirements.

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 Architect: Andrew Scudder
Virginia License#: 0401010303
Architecture Firm or Company: Johannas Design Group

By: 

Its: Partner

(Title)

Initials by Architect are also required on the following Tabs: Enhancement, Special Housing Needs and Unit Details.

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:

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. RESNET Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	Y	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Y	Y or N	0
l. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Y	Y or N	0
Total:			0.00

1. READINESS:

a. VHDA notification letter to CEO (via Locality Notification Information Application)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	Y	0 or 40	40.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	N	0 or 15	0.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			40.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	3.64
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
d. Tax abatement on increase of property's value	Y	0 or 5	5.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	0.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
Total:			18.64

2020 Low-Income Housing Tax Credit Application For Reservation

3. DEVELOPMENT CHARACTERISTICS:

a. Amenities (See calculations below)			10.00
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	N	0 or 15	0.00
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	Y	0 or 5	5.00
Total:			25.00

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$86,400	\$57,400

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	0.00%	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	100.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	100.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	100.00%	Up to 50	0.00
Total:			65.00

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	N	0 or 50	0.00
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:			0.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	121.57
b. Cost per unit		Up to 100	15.33
Total:			136.90

7. BONUS POINTS:

a. Extended compliance	25 Years	40 or 50	40.00
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:			40.00

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

TOTAL SCORE: **325.54**

Amenities:

All units have:	Max Pts	Score
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	25	0.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	0.00
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	0.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
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	0.00
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>10.00</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>
Total amenities:		<u>10.00</u>

X. Development Summary

Summary Information 2020 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Holly Springs Apartments

Cycle Type: 4% Tax Exempt Bonds Credits **Requested Credit Amount:** \$729,589
Allocation Type: 0 **Jurisdiction:** Richmond City
Total Units: 121 **Population Target:** General
Total LI Units: 121
Project Gross Sq Ft: 97,222.00 **Owner Contact:** Edward Solarz
Green Certified? FALSE

Total Score 325.54

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$8,619,000	\$71,231	\$89	\$505,615

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$7,068,108	\$58,414	\$73	35.72%
General Req/Overhead/Profit	\$706,810	\$5,841	\$7	3.57%
Other Contract Costs	\$251,740	\$2,080	\$3	1.27%
Owner Costs	\$3,895,529	\$32,194	\$40	19.69%
Acquisition	\$6,000,000	\$49,587	\$62	30.32%
Developer Fee	\$1,863,775	\$15,403	\$19	9.42%
Total Uses	\$19,785,962	\$163,520		

Total Development Costs	
Total Improvements	\$11,922,187
Land Acquisition	\$6,000,000
Developer Fee	\$1,863,775
Total Development Costs	\$19,785,962

Income		
Gross Potential Income - LI Units		\$1,433,211
Gross Potential Income - Mkt Units		\$0
Subtotal		\$1,433,211
Less Vacancy %	7.00%	\$100,325
Effective Gross Income		\$1,332,886

Proposed Cost Limit/Sq Ft: \$142
Applicable Cost Limit/Sq Ft: \$164

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	121
# of 3BR	0
# of 4+ BR	0
Total Units	121

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$177,763	\$1,469
Utilities	\$32,864	\$272
Operating & Maintenance	\$273,638	\$2,261
Taxes & Insurance	\$223,629	\$1,848
Total Operating Expenses	\$707,894	\$5,850
Replacement Reserves	\$36,300	\$300
Total Expenses	\$744,194	\$6,150

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	121	121
60% AMI	0	0
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$1,332,886
Total Expenses	\$744,194
Net Income	\$588,692
Debt Service	\$505,615
Debt Coverage Ratio (YR1):	1.16

Income Averaging? FALSE

Extended Use Restriction? 40

2020 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$210.19** Credits/SF = **8.386177** Const \$/unit = **\$66,336.0165**

TYPE OF PROJECT: GENERAL = 11000; ELDERLY = 12000
 LOCATION: Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600
 TYPE OF CONSTRUCTION: 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	0.00	0.00	0.00	0.00	719.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	121	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	178,500	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	178,500	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	178,500	0	0
PROJECT COST PER UNIT	0	0	0	0	0	151,129	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	15,375	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	15,375	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	15,375	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	6,030	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	15.33	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	121.57	0.00	0.00

TOTAL COST PER UNIT POINTS **15.33**

TOTAL CREDIT PER UNIT POINTS **121.57**

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
Adjusted Cost Parameter	0	0	0	0	0	0	0

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
Adjusted Credit Parameter	0	0	0	0	0	0	0

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	0	0	0	0	178,500	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
Adjusted Cost Parameter	0	0	0	0	0	178,500	0	0

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	0	0	0	0	15,375	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
Adjusted Credit Parameter	0	0	0	0	0	15,375	0	0

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
Adjusted Cost Parameter	0	0	0	0	0	0	0

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
Adjusted Cost Parameter	0	0	0	0	0	0	0

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	0	0	0	0	178,500	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
Adjusted Cost Parameter	0	0	0	0	0	178,500	0	0

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	0	0	0	0	15,375	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
Adjusted Cost Parameter	0	0	0	0	0	15,375	0	0

2020 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$210.19** Credits/SF = **8.386177** Const \$/unit = **\$66,336.02**

TYPE OF PROJECT GENERAL = 11000; ELDERLY = 12000 **11000**
 LOCATION Inner-NVA=100; Outer-NV=200; NWC=300; Rich=400; Tid=500; Balance=600 **400**
 TYPE OF CONSTRUCTION N C=1; ADPT=2; REHAB(35,000+)=3; REHAB*(10,000-35,000)=4 **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
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	0.00	0.00	0.00	0.00	719.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	121	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	178,500	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	178,500	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	178,500	0	0
PROJECT COST PER UNIT	0	0	0	0	0	151,129	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	15,375	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	15,375	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	15,375	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	6,030	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	15.33	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	121.57	0.00	0.00

TOTAL COST PER UNIT POINTS **15.33**

TOTAL CREDIT PER UNIT POINTS **121.57**

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
Adjusted Cost Parameter	0	0	0	0	0	0	0

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
Adjusted Credit Parameter	0	0	0	0	0	0	0

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	0	0	0	0	178,500	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
Adjusted Cost Parameter	0	0	0	0	0	178,500	0	0

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	0	0	0	0	15,375	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
Adjusted Credit Parameter	0	0	0	0	0	15,375	0	0

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
Adjusted Cost Parameter	0	0	0	0	0	0	0

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
Adjusted Cost Parameter	0	0	0	0	0	0	0

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	0	0	0	0	178,500	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
Adjusted Cost Parameter	0	0	0	0	0	178,500	0	0

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	0	0	0	0	15,375	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
Adjusted Cost Parameter	0	0	0	0	0	15,375	0	0

A

Partnership or Operating Agreement

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

**OPERATING AGREEMENT
OF
VST HOLLY SPRINGS LLC**

THIS OPERATING AGREEMENT, dated this 3 day of August, 2020, by VST Holly Springs Limited Partner LLC and VST Holly Springs Managing Member LLC, all of the members of VST Holly Springs LLC, a Virginia limited liability company (the “Company”), provides as follows:

RECITALS:

A. The undersigned parties have caused the Company to be organized as a limited liability company under the laws of the Commonwealth of Virginia pursuant to the Articles of Organization of the Company filed with the State Corporation Commission (the “SCC”).

B. The undersigned parties desire to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions herein contained, the parties do hereby covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

1.01 The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) Act shall mean the Virginia Limited Liability Company Act, Va. Code 13.1-1000 et seq., as amended and in force from time to time.

(b) Articles shall mean the articles of organization of the Company, as amended and in force from time to time.

(c) Capital Account shall mean as of any given date the amount calculated and maintained by the Company for each Member as provided in Section 6.04 hereof.

(d) Capital Contribution shall mean any contribution to the capital of the Company by a Member in cash, property, or services, or a binding obligation to contribute cash,

property, or services, whenever, made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company of a Member pursuant to this Operating Agreement.

(e) Code shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) Company shall refer to VST Holly Springs LLC.

(g) Entity shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association.

(h) Majority Interest shall mean Members owning more than 50% of the Interests owned by all of the Members (or other specified group of Members) on the day for any determination requiring approval of a Majority Interest.

(i) Manager shall mean a manager of the Company, whose rights, powers and duties are specified in Article V hereof.

(j) Member shall mean any Corporation or Person that is specifically identified as a Member in Article III hereof or is admitted as a Member (either as transferee of a Membership Interest or as an additional Member) as provided in Article VII hereof. A Corporation or Person shall cease to be a Member at such time as that Corporation or Person no longer owns any Membership Interest.

(k) Membership Interest shall mean the ownership interest of a Member in the Company, which may be expressed as a percentage equal to such Members Capital Account divided by the aggregate Capital Account of all Members. The Membership Interest may be recorded from time to time on a schedule attached to this Operating Agreement.

(l) Operating Agreement shall mean this Operating Agreement, as originally executed and as amended from time to time.

(m) Corporation shall mean any corporation duly organized under the laws of its applicable jurisdiction, and active and in good standing within that jurisdiction.

(n) Person shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so admits.

ARTICLE II

PURPOSES AND POWERS OF COMPANY

2.01 Purpose. The initial purpose of the Company shall be to purchase, develop and maintain real property. The Company shall be entitled to engage in any other business not prohibited by

the Act or the Articles.

2.02 Powers. The Company shall have all powers and rights of a limited liability company organized under the Act, to the extent such powers and rights are not prescribed by the Articles.

ARTICLE III
NAMES, ADDRESSES AND PERCENTAGE
OWNERSHIP OF MEMBERS: PRINCIPAL OFFICE

3.01 Names and Address. The names, addresses and percentage ownership of the members are as follows:

<u>Name and Address</u>	<u>Percentages</u>
VST Holly Springs Managing Member LLC 101 W Commerce Road 2 nd Floor Richmond, VA 23224	00.01%
VST Holly Springs Limited Partner LLC 101 W Commerce Road 2 nd Floor Richmond, VA 23224	99.99%

3.02 Principal Office. The principal office of the Company shall initially be at 101 West Commerce Road, 2nd Floor, Richmond, Virginia 23224. The principal office may be changed from time to time by the Members.

ARTICLE IV
VOTING POWERS, MEETINGS, ETC. OF MEMBER

4.01 In General. The Members shall not be entitled to participate in the day-to-day affairs and management of the Company, but instead, the Members right to vote or otherwise participate with respect to matters relating the Company shall be limited to those matters as to which the express terms of the Act, the Articles or this Operating Agreement vest in the Members the right to so vote or otherwise participate.

4.02 Actions Requiring Approval of Members.

(a) Notwithstanding any other provision of this Operating Agreement, the approval of the Members shall be required in order for any of the following actions to be taken on behalf of the Company:

- (i) Amending the Articles or this Operating Agreement in any manner that materially alters the preferences, privileges or relative rights of Members.
- (ii) Electing the Managers as provided in Article V hereof.
- (iii) Taking any action which would make it impossible to carry on the ordinary business of the Company.
- (iv) Confessing a judgment against the Company in excess of \$5,000.00.
- (v) Filing or consenting to filing a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act.
- (vi) Loaning company funds in excess of \$25,000 or for a term in excess of one year to any Member.

(b) Unless the express terms of this Operating Agreement specifically provide otherwise, the affirmative vote of the Members holding a majority of the Membership Interest shall be necessary and sufficient in order to approve or consent to any of the matters set forth in Section 4.02(a) above or any other matters which require the approval or consent of the Members.

4.03 Action by Members. In exercising their rights as provided above, the Members shall act collectively through meetings and/or written consents as provided in this Article.

4.04 Annual Meeting. At the request of one or more Members, an annual meeting of the Members may be held on the second Tuesday in December of each year at 10:00 a.m., or at such other time as shall be determined by the Members for the purpose of the transaction of such business as may come properly before the meeting.

4.05 Special Meetings. Special Meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, shall be called at the request of any Member.

4.06 Place of Meetings. The place of any meeting of the Members shall be the principal office of the Company, unless another place is designated by the Member or Members calling the meeting, and if such place is not within the City of Richmond, Virginia, such other meeting place as is consented to by the all other Members.

4.07 Notice of Special Meetings. Written notice stating the place, day and hour of any special meeting of the Members as well as to the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the Person or Persons calling the meeting, to each Member, unless the Act or the Articles require different notice.

4.08 Conduct of Meetings. All meetings of the Members shall be presided over by a chairman of the meeting (the Company's President, if one is elected), who shall be designated by the Members. The chairman of any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seen to it in order, and shall appoint a secretary (the Company's Secretary, if one is elected) of such meeting to take minutes thereof.

ARTICLE V **MANAGERS**

5.01 Powers of Managers. Except, as expressly provided otherwise in the Act, the Articles or this Operating Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by, one or more Managers. The powers so exercised shall include but not be limited to the following:

(a) Entering into, making and performing contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.

(b) Opening and maintaining bank accounts, investment accounts and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements. Company funds shall not be commingled with funds from other sources and shall be used solely for the business of the Company.

(c) Collecting of funds due to the Company.

(d) Acquiring, utilizing for the Company's purposes, maintaining and disposing of any assets of the Company.

(e) To the extent that funds of the Company are available, paying debts and obligations of the Company.

(f) Borrowing money or otherwise committing the credit of the Company for Company activities, and voluntary prepaying or extending any such borrowings.

(g) Employing from time to time persons, firms or corporations for the operation and management of various aspects of the Company's business, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, suppliers, accountants and attorneys on such terms and for such compensation as the Managers shall determine, notwithstanding the fact that the Managers or any Member may have a financial interest in such firms or corporations.

(h) Making elections available to the Company under the Code.

(i) Registering the Company as a tax shelter with the Secretary of the Treasury and furnishing to such Secretary lists of investors in the Company, if required pursuant to the applicable provisions of the Code.

(j) Obtaining general liability, property and other insurance for the Company, as the Managers deem proper.

(k) Obtaining life insurance on the Managers and/or the Founding Members upon such terms and in such amounts as the Managers deem proper.

(l) Taking such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 4.02 hereof.

(m) Doing and performing all such things and executing, acknowledging and delivering any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

5.02 Initial Manager. Members hereby unanimously elect VST Holly Springs Managing Member LLC as the initial Manager. VST Holly Springs Managing Member LLC shall serve as Manager until its respective successor(s) has been duly elected and qualified.

5.03 Action by Two or More Managers. Unless otherwise expressly provided by the Act, the Articles, or the terms of this Operating Agreement, the vote, approval or consent of a majority of the Managers, determined on a per capita basis, shall be necessary and sufficient for the Managers to take any action on behalf of the Company that the Managers are authorized to take pursuant to the Act, the Articles or this Operating Agreement.

5.04 Executing of Documents and Other Actions. The Managers may delegate to one or more of their number the authority to execute any documents or take any other action deemed necessary or desirable in furtherance of any action that they have authorized on behalf of the Company. As of the date hereof, the Members and the Manager delegate to E. Solarz, the authority to act an Authorized Signatory of the Company for purposes of entering into contracts.

5.05 Single Manager. If at any time there is only one Person serving as a Manager, such Manager shall be entitled to exercise all powers of the Managers set forth in this Section, and all references in this Section and otherwise in this Operating Agreement to Managers shall be deemed to refer to such single Manager.

5.06 Reliance by Other Persons. Any Person dealing with the Company, other than a Member, may rely on the authority of a particular Manager or Managers in taking any action in the name of the Company, if such Manager or Managers provide to such Person a copy of the applicable provision of this Operating Agreement and/or the resolution or written consent of the Managers or Members granting such authority, certified in writing by such Manager or Managers to be genuine and correct and not to have been revoked, superseded or otherwise amended.

5.07 Manager's Expenses and Fees. A Manager shall be entitled, but not required, to receive a reasonable guaranteed payment for services rendered on behalf of the Company or in its capacity as the Manager. The amount of such payment shall be determined by the Managers and

consented to by the Members, which consent shall not be unreasonably withheld. The Company shall reimburse any Manager for reasonable out-of-pocket expenses which were or are incurred by the Manager on behalf of the Company with respect to the start-up or operation of the Company, the on-going conduct of the Company's business, or the dissolution and winding up of the Company and its business.

5.08 Indemnification. The Company shall indemnify each Manager, whether serving the Company or, at its request, any other Entity, to the full extent permitted by the Act. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Managers may be entitled. The Managers may, upon the approval of the Members, take such action as is necessary to carry out these indemnification provisions and may adopt approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

5.09 Liability of Managers. So long as the Managers act in good faith with respect to the conduct of the business and affairs of the Company, no Manager shall be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing which it may do or refrain from doing in connection with the businesses and affairs of the Company, except for willful misconduct or gross negligence or breach of fiduciary duty, and further except for breaches of contractual obligations or agreements between the Managers and the Company.

ARTICLE VI

CONTRIBUTIONS TO THE COMPANY AND DISTRIBUTIONS

6.01 Initial Capital Contributions. Each initial Member shall contribute in cash or by bank check, property or services as its initial Capital Contribution the following:

VST Holly Springs Managing Member LLC	\$1.00
VST Holly Springs Limited Partner LLC	\$99.00
Total	\$100.00

The initial Capital Contribution to be made by any Corporation or Person who after the date hereof is admitted as a Member and acquires its Membership Interest from the Company shall be determined by the unanimous consent of the Members.

6.02 Additional Capital Contributions. No Member shall be required to make any capital contribution in addition to its initial Capital Contribution, except upon the unanimous consent of the Members.

6.03 Interests and Return of Capital Contribution. No Member shall receive any interest on its Capital Contribution. Except as otherwise expressly provided for herein, the Members shall not

be allowed to withdraw or have refunded any Capital Contribution.

6.04 Capital Accounts. Separate Capital Accounts shall be maintained for each Member in accordance with the following provisions:

(a) To each Member's Capital Account there shall be credited the fair market value of such Member's Initial Capital Contribution and any additional Capital Contributions, such Member's distributive share of profits, and the amount of any Company liabilities that are assumed by such Member.

(b) To each Member's Capital Account there shall be debited the amount of cash and the fair market value of any Property distributed to such Member pursuant to any provision of this Operating Agreement, such Members' distributive share of losses, and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

(c) The Capital Account shall also include a pro rata share of the fair market value of any property contributed by a person who is not a Member, such value to be the same value reported for federal gift tax purposes if a gift tax return is filed, and if not, the value in the case of the real property shall be determined by an independent M.A.I. appraiser actively engaged in appraisal work in the area where such property is located and selected by the Managers, and otherwise by the certified public accountant or accountants then serving the Company.

(d) If any Member makes a non-pro rata Capital Contribution to the Company or the Company makes a non-pro rata distribution to any Member, the Capital Account of each Member shall be adjusted to reflect the then fair market value of the assets held by the Company immediately before the Capital Contribution or distribution.

6.05 Loans to the Company. If the Company has insufficient funds to meet its obligations as they come due and to carry out its routine, day-to-day affairs, then, in lieu of obtaining required funds from third parties or selling its assets to provide required funds, the Company may, but shall not be required to, borrow necessary funds from one or more of the Members as designated by the Managers; provided that the terms of such borrowing shall be commercially reasonable and the Company shall not pledge its assets to secure such borrowing.

6.06 Effect of Sale or Exchange. In the event of a permitted sale or other transfer of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent they relate to the transferred Membership Interest.

6.07 Distributions. All distributions of cash or other property (except upon the Company's dissolution, which shall be governed by the applicable provisions of the Act and Article VIII hereof) shall be made to the Members in proportion to their respective Membership Interests. All distributions of cash or property shall be made at such time and in such amounts as determined by the Members. All amounts withheld pursuant to the Code or any provisions of

state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section.

6.08 Allocations. All items of income, gain, loss, deduction and credit, whether resulting from the Company's operations or in connection with its dissolution shall be allocated to the Members for federal, state and local income tax purposes in proportion to their respective Membership Interests.

ARTICLE VII

ASSIGNMENT; RESIGNATION

7.01 Assignment Generally. Except as provided in Sections 7.02, 7.03 and 7.04 of this Operating Agreement, each Member hereby covenants and agrees that it will not sell, assign, transfer, mortgage, pledge, encumber, hypothecate or otherwise dispose of all or any part of its interest in the Company to any person, firm, corporation, trust or other entity without first offering in writing to sell such interest to the Company. The Company shall have the right to accept the offer at any time during the 30 days following the date on which the written offer is delivered to the Company. The consent of all of the Managers shall be required to authorize the exercise of such option by the Company. If the Company shall fail to accept the offer within the 30 day period, such interest may during the following 60 days be disposed of free of the restrictions imposed by this Operating Agreement; provided, however, that the purchase price for such interest shall not be less and the terms of the purchase for such interest shall not be more favorable than the purchase price and terms of purchase that would have been applicable to the Company had the Company purchased the interest; provided further that the purchaser shall first become a Member pursuant to this Operating Agreement; and provided further that any interest not so disposed of within the 60-day period shall thereafter remain subject to the terms of this Operating Agreement. Notwithstanding the preceding sentence, except as set forth in Section 7.02 below, no assignee of a Membership Interests shall become a Member of the Company except upon the consent of a majority in interest of the non-assigning Members.

7.02 Permitted Transfers. Notwithstanding Section 7.01, a Member shall not be required to offer to sell its Membership Interest to the Company prior to transferring its Membership Interest to its spouse or any of its descendants, to a revocable trust under which it is the beneficiary, or to a trust the sole beneficiaries of which are one or more of the Member, its spouse and its descendants, provided that such transfer is by way of inter vivos gift or testamentary or intestate succession (each a "Permitted Transferee"). Any assignee of a Membership Interest that is (i) a Permitted Transferee, and (ii) a descendant of Robert D. Hunt or Jennifer S. Hunt or is a trust for benefit of one or more of such descendants, shall automatically become a Member of the Company, and any other assignee of a Membership Interest that is a Permitted Transferee shall become a Member of the Company only upon the consent of all of the non-assigning Managers, or if there are no non-assigning Managers, upon the consent of a Majority Interest of the non-assigning Members.

7.03 Transfer from Custodianships. Notwithstanding Section 7.01, any Membership Interest that is held by a guardian or a custodian for an individual under the laws of the Commonwealth of Virginia or any other state shall be fully transferable and assignable to the minor, without an offer being made to the Company, when the individual reaches the age of termination of such custodianship or guardianship under the applicable statute.

7.04 Purchaser of Certain Memberships.

(a) If an Option Event (as defined below) occurs with respect to any Member (an Option Member), the Company shall have the option to purchase the Option Members Membership Interests upon the terms and conditions set forth in this Section 7.04. For purposes of the foregoing, an Option Event shall mean the (i) the death of a Member, (ii) the inability of a Member to pay its debts generally as they become due, (iii) any assignment by a Member for the benefit of its creditors, (iv) the filing by a Member of a voluntary petition in bankruptcy or similar insolvency proceeding, or (v) the filing against a Member of an involuntary petition in bankruptcy or similar insolvency proceedings that is not dismissed within ninety (90) days thereafter. The term Option Member shall include an Option Member's personal representative or trustee in bankruptcy, to the extent applicable.

(b) Upon any Option Event occurring to an Option Member, the Option Member or its personal representative, if the Option Member is incapable of serving notice, shall deliver written notice of the occurrence of such Option Event to the Company. The Company shall have the option, but not the obligation, to purchase the Option Member's Membership Interest at any time during the sixty (60) day period immediately following the date on which it receives notice of the occurrence of the Option Event. Such option shall entitle the Company to purchase such Membership Interest for the fair market value of such Membership Interests. The fair market value of the interest shall be the amount that the Option Member would receive in exchange for its entire interest in the Company if the Company sold all of its assets, subject to their liabilities, at their fair market value as of the date on which the Option Event occurred and distributed the net proceeds from such sale in complete liquidation of the Company. The consent of all the Members excluding the Option Member, shall be required to authorize the exercise of such option by the Company. Such option must be exercised by delivery of a written notice from the Company to the Option Member during the aforementioned period. Upon delivery of such notice the exercise of such option shall be final and binding on the Company and the Option Member.

(c) If the foregoing option is not exercised, the business of the Company shall continue, and the Option Member shall retain its Membership Interest.

(d) The fair market value of the Option Member's Membership Interest shall be determined as expeditiously as possible by a disinterested certified public accountant (CPA) mutually selected by the Option Member and the Company (the Company's selection being made by the Members). If the Option Member and the Company are unable to agree on a disinterested CPA, then the Option Member and the Company shall each select a disinterested

CPA and if the disinterested CPAs selected are not able to agree as to the fair market value of the interest, then the two disinterested CPAs shall select a third disinterested CPA who shall determine the fair market value. The determination of the fair market value of the Option Member's Membership Interest by the CPA or CPAs shall be conclusive and binding on all parties. All costs of a CPA mutually selected by the Option Member and the Company or the two disinterested CPAs shall be shared equally by the Option Member and the Company. All costs of an individually selected CPA shall be borne by the parties selecting such CPAs.

(e) If the option to purchase the Option Member's Membership Interest is exercised by the Company, then not later than thirty (30) days after the date on which the appraisal described above is complete (the "Appraisal Date"), the Company shall make a distribution of property (which may be cash or other assets of the Company) to the Option Member with a value equal in amount to the fair market value of the Option Member's Membership Interest; provided, however, that at the election of the Company, such distribution to the Option Member may be made in five (5) equal annual installments, the first of which shall be made on the thirtieth (30) day after the Appraisal Date and one of which shall be made on the same date in each of the four years thereafter, provided, further, however, that notwithstanding an election by the Company to make the distribution to the Option Member in five equal annual installments, the Company may accelerate without penalty all of such installments at any time or any part of such installment at any time. If the Company elects to make distributions to the Option Member in five equal annual installments as provided herein, the Company, in addition to such annual installments, shall pay the Option Member additional amounts computed as if the Option Member were entitled to interest on the undistributed amount of the total distribution to which the Option Member is entitled hereunder at an annual rate equal to the annual Federal Mid-Term Rate in effect under Section 1274(d) of the Code, as determined on the 30th day after the Appraisal Date, which additional amounts, computed like interest, shall be due and payable on the same dates as the annual installments of the distribution payable to the Option Member hereunder. Any unpaid Capital Contributions of the Option Member and any damages occurring to the Company as a result of the Option Event shall be taken into account in determining the net amount due to the Option Member at the closing, and any excess of such unpaid Capital Contributions or damages over the amount due at closing shall be netted against subsequent installment payments as they become due.

(f) If at a time when the Company has an option to purchase an Option Member's Membership Interest, it is prohibited from purchasing all or any portion of such Membership Interest pursuant to the Act or any loan agreement or similar restrictive agreement, the Option Member and the remaining Members shall, to the extent permitted by law, take appropriate action to adjust the value of the Company's assets from book value to a fair valuation based on accounting practices and principles that are reasonable under the circumstances in order to permit the Company to purchase such Membership Interest. If the Company becomes obligated to purchase an Option Member's Membership Interest under this Section and the above action cannot be taken or does not create sufficient value to permit the Company to do so, the Company shall be obligated to purchase the portion of the Membership Interest it is permitted to purchase, with a proportionate reduction in the aggregate purchase price.

(g) In order to fund any obligations under this Operating Agreement, the Company or the Members may maintain such life insurance policies on the lives of one or more Members as the Members determine from time to time to be desirable.

7.05 Absolute Prohibition. Notwithstanding any other provision in this Article VII, except as otherwise specifically set forth in this Agreement, the Membership Interest of a Member, in whole or in part, or any rights to distributions therefrom, shall not be sold, exchanged, conveyed, assigned, pledged, hypothecated, subjected to a security interest or otherwise transferred or encumbered, if, as a result thereof, the Company would be terminated for federal income tax purposes in the opinion of counsel for the Company or such action would result in a violation of federal and state securities laws in the opinion of counsel for the Company.

7.06 Members Acquiring Membership Interest from Company. Except as specifically provided in this Agreement, no Corporation or Person who acquires a Membership Interest from the Company (other than the Members of the Company as of the date hereof) shall be admitted as a Member, except upon the consent of the Members.

7.07 Resignation. Any Member may elect to resign from the Company and to sell its entire interest in the Company to the Company at any time by serving written notice of such election upon the Company. Such notice shall set forth the date upon which such resignation shall become effective, which shall be not less than sixty (60) days and not more than ninety (90) days from the date of such notice. The purchase price for the Resigning Member's interest in the Company shall be One Dollar (\$1.00).

7.08 Effect of Prohibited Action. Any assignment or other action in violation of this Article shall be void ab initio and of no force or effect whatsoever.

ARTICLE VIII

DISSOLUTION AND TERMINATION

8.01 Events of Dissolution. The Company shall be dissolved upon the first to occur of the following:

(a) Any event which under the Act or the Articles require dissolution for the Company, provided that the death, resignation, expulsion, bankruptcy, or dissolution of a member or occurrence of any other event that terminates the continued membership of a member in the Company shall not cause the dissolution of the Company.

(b) The unanimous written consent of the Members to the dissolution of the Company.

(c) The entry of a decree of judicial dissolution of the Company as provided in the Act.

8.02 Liquidation. Upon the dissolution for the Company, it shall wind up its affairs and distribute its assets in accordance with the Act by either or a combination of both of the following methods as the Members shall determine:

(a) Withdrawing the Company's assets and, after the payment of Company liabilities, distributing the net proceeds there from to the Member in proportion to their Membership Interests and in satisfaction thereof; and/or

(b) Distributing the Company's assets to the Members in kind with each Member accepting an undivided interest in the Company's assets, subject to its liabilities, in satisfaction of its Membership Interest. The interest conveyed to each Member in such assets shall constitute a percentage of the entire interest in such assets equal to such Member's Membership Interest.

8.03 Orderly Liquidation. A reasonable time as determined by the Members not to exceed twelve (12) months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

8.04 Distributions. Upon liquidation, the Company assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:

(a) First to the payment of the debts and liabilities of the Company and the expense of liquidation, including a sales commission to the selling agent, if any, then

(b) Second, to the setting up of any reserves which Members (or the person or persons carrying out the liquidation) deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Members (or the person or persons carrying out the liquidation) shall deem advisable, but in no event to exceed eighteen (18) months, the Company shall distribute the balance thereof in the manner provided in the following subsections; then

(c) Third, to the Members in proportion to their respective Membership Interests.

(d) In the event of a distribution in liquidation of the Company's property in kind, the fair market value of such property shall be determined by a qualified and disinterested M.A.I. appraiser actively engaged in appraisal work in the Richmond, Virginia area, selected by the Members (or the person or persons carrying out the liquidation), and each Member shall receive an undivided interest in such property equal to the proportion of the proceeds to which it would be entitled under the immediately preceding subsections of such property were sold at such fair market value.

8.05 Taxable Gain or Loss. Taxable income, gain or loss from the sale or distribution of Company property incurred upon or during liquidation and termination of the Company shall be

allocated to the Members as provided in Section 6.08 above.

8.06 No Recourse Against Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of each Member, such Member shall have no recourse against any other Member.

ARTICLE IX RECORDS, REPORTS, ETC.

9.01 Records. The Company shall maintain and make available to the Members its records to the extent provided in the Act.

9.02 Financial and Operating Statements and Tax Returns. Within seventy-five (75) days from the close of each fiscal year of the Company, the Company shall deliver to each Member a statement setting forth such Members allocable share of all tax items of the Company for such year, and all such other information as may be required to enable each Member to prepare its federal, state and local income tax returns in accordance with all then applicable laws, rules and regulation. The Company also shall prepare and file all federal, state and local income tax returns required of it for each fiscal year.

9.03 Banking. The funds of the Company shall be kept in one or more separate bank accounts in the name of the Company in such banks or other federally insured depositories as may be designated by the Members or shall otherwise be invested in the name of the Company in such manner and upon such terms and conditions as may be designated by the Member. All withdrawals from any such bank accounts or investments established by the Member hereunder shall be made on such signature or signatures as may be authorized from time to time by the majority consent of the Members. Any account opened for the Company shall not be commingled with other funds of the Members or interested persons.

9.04 Power of Attorney.

(a) Each Member does hereby irrevocably constitute and appoint the Managers serving in office from time to time, and each of them, as such Members true and lawful attorney, in its name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file from time to time any and all of the following:

(i) Any certificate or other instrument which may be required to be filed by the Company or the Members under the laws of the Commonwealth of Virginia or under the applicable laws of any other jurisdiction in order to conduct business in any such jurisdiction, to the extent the Managers deem any such filing to be necessary or desirable.

(ii) Any amendment to the Articles adopted as provided in this Operating

Agreement.

(iii) Any certificates or other instruments which may be required to effectuate the dissolution and termination of the Company pursuant to the provisions of this Operating Agreement.

(b) It is expressly understood, intended and agreed by each Member for itself, its successors and assigns that the grant of the power of attorney to the Managers pursuant to subsection (a) is coupled with an interest, is irrevocable, and shall survive the death or legal incompetency of the Member or such assignment of its Membership Interests.

(c) One of the ways that the aforementioned power of attorney may be exercised is by listing the names of the Members and having the signature of the Manager or Managers, as attorney-in-fact appear with the notation that the signatory is signing as attorney-in-fact of the listed Member.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.01 Attorneys Fees. In the event any party brings an action to enforce any provisions of this Agreement, whether such action is at law, in equity or otherwise, and such party prevails in such action, such party shall be entitled, in addition to any other rights or remedies available to it, to collect from the non-prevailing party or parties the reasonable costs and expenses incurred in the investigation preceding such action and the prosecution of such action, including but not limited to reasonable attorney's fees and court costs.

10.02 Notices. Whenever, under the provisions of the Act or other law, the Articles or this Operating Agreement, notice is required to be given to any Person, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such notice may be given in writing, by mail, addressed to the Company at its principle office from time to time and to any other Person at its address as it appears on the records of the Company from time to time, with postage thereon prepaid. Notice to a Person may also be given personally or by telegram or telecopy sent to its address as it appears on the records of the Company. The address of the Members as shown on the records of the Company shall originally be those set forth in Article III hereof. Any Person may change its address as shown on the records of the Company by delivering written notice to the Company in accordance with this Section.

10.03 Application of Virginia Law. This Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions, and specifically the Act.

10.04 Amendments. No amendment or modification of this Operating Agreement shall be effective except upon the unanimous written consent of the Members.

10.05 Construction. Whenever the singular number is used in this Agreement and when required

by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa.

10.06 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

10.07 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

10.08 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

10.09 Severability. If any provisions of the Operating Agreement of the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

10.10 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

10.11 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company.

10.12 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10.13 Entire Agreement. This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.

10.14 Specific Authorizations. The Company is authorized to execute and submit applications for the reservation/allocation of low-income housing tax credits allowed for low-income housing projects pursuant to Section 42 of the Internal Revenue Code, and Jennifer S. Hunt and E. Solarz are each authorized, acting alone, to execute such application and all certificates, affidavits and instruments required in connection therewith. The undersigned, being all the Members of the Company, hereby agree, acknowledge and certify that the forgoing Operating Agreement

constitutes the sole and entire Operating Agreement of the Company, unanimously adopted by the Members of the Company as of the date first written above.

10.14 Normandy Provisions. That certain Employment Agreement dated October 30, 2015, made by and among E. Solarz and Genesis Properties, Inc. and Genesis Investment Partners, LLC, as subsequently amended by that certain Addendum to Employment Agreement dated as of October 1, 2018 (as so amended, the "Employment Agreement") sets forth additional provisions, incorporated herein by this reference, which govern the Membership Interest of Normandy, including, without limitation Normandy's share of distributions of the Company's net cash flow or capital proceeds and distributions upon liquidation of the Company (the "Normandy Governing Provisions"). The Normandy Governing Provisions include the following additional provisions: (a) (i) Normandy shall have no consent, approval or voting rights as a result of its Membership Interest in the Company (notwithstanding anything contained in this Agreement to the contrary) and(ii) unless specifically set forth in writing, Normandy shall have no authority to act on behalf of the Company (the "Authority Restrictions"); and (b) transfers of Normandy's Membership Interest are subject to and must comply with the provisions of the Employment Agreement (the "Transfer Restrictions"). The Members hereby agree that (i) so long as E. Solarz is a Manager of the Company, the Authority Restrictions will not apply and (ii) to the extent that the Transfer Restrictions conflict with the provisions of Section 7.01 and 7.02 of this Agreement, the Transfer provisions shall govern the transfer of Normandy's Membership Interest.


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SIGNATURES APPEAR ON NEXT PAGE]**

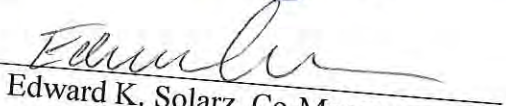
The undersigned, being all the Members of the Company, hereby agree, acknowledge and certify that the forgoing Operating agreement constitutes the sole and entire Operating Agreement of the Company, unanimously adopted by the Members of the Company as of the date first written above.

MEMBERS

Signatures of Partners

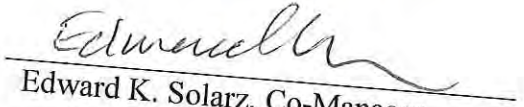
VST Holly Springs Managing Member LLC

By: 
Jennifer S. Hunt, Co-Manager

By: 
Edward K. Solarz, Co-Manager

VST Holly Springs Limited Partner LLC

By: 
Jennifer S. Hunt, Co-Manager

By: 
Edward K. Solarz, Co-Manager

Development Agreement

VST Holly Springs Developer LLC

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into effective as of the ___ of ____, 2020, by and between VST Holly Springs LLC, a Virginia limited liability company (the "**Company**"), and VST Holly Springs Developer LLC, a Virginia limited liability company (the "**Developer**").

WITNESSETH:

WHEREAS, the Company has been formed for the purposes, inter alia, of acquiring, financing, owning, rehabilitating, developing, maintaining, improving, operating, leasing and selling or otherwise disposing of certain real property, improvements, furnishings, equipment and personal property to be known as Village South Apartments located on land at 801 Holly Springs Ave, Richmond, Virginia (the "**Project**"), which Project is intended to be rehabilitated in a manner that will qualify for the low income tax credit (the "**Low Income Tax Credit**") described in Section 42 of the Code; and

WHEREAS, in order to effectuate the purposes for which it has been formed, the Company desires to engage the services of the Developer with respect to overseeing the development and rehabilitation of the buildings comprising the Project (collectively, the "**Buildings**") for the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. ***Obligations of the Developer.*** The Developer shall have the following duties, to the extent they have not already been performed:

(a) The Developer shall oversee the development and rehabilitation of the Buildings (the "**Rehabilitation**") and shall perform the services and carry out the responsibilities with respect to the Rehabilitation as are set forth herein, and such additional duties and responsibilities as are reasonably within the general scope of such services and responsibilities and are designated from time to time by the Managing Member of the Company.

(b) The Developer's services shall be performed in the name and on behalf of the Company and shall consist of the duties set forth in the following subparagraphs of this Section 1(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of any duty of the Developer set forth in this Agreement is beyond the reasonable control of the Developer, the Developer shall nonetheless be obligated to use its best efforts to perform such duty and promptly notify the Managing Member that the performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

(i) negotiate and cause to be executed in the name and on behalf of the Company construction and permanent financing for the project.

(ii) coordination and administration of the Project financing, legal representation, professionals and consultants employed in connection with the Project financing.

(iii) administration of any financing contracts on behalf of the Company;

(iv) submission, coordination, and administration of the Low Income Housing Tax Credit application, approval, and administration.

(v) negotiate and cause to be executed in the name and on behalf of the Company agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the Rehabilitation and any improvements to be constructed or installed by the Company or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof, provided that no agreement shall be executed, nor binding commitment made, until the terms and conditions thereof and the party with whom the agreement is to be made have been approved by the Managing Member;

(vi) establish and implement appropriate administrative and financial controls for the design and Rehabilitation, including but not limited to:

(vii) coordination and administration of the Project architect, the general contractor and other contractors, professionals and consultants employed in connection with the Rehabilitation;

(viii) administration of any construction contracts on behalf of the Company;

(ix) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;

(x) rendering of advice and recommendations as to the selection procedures for and selection of subcontractors and suppliers;

(xi) review and submission to the Managing Member for approval of all requests for payments under any architectural agreement, general contractor's agreement or any loan agreements with any lending institutions providing funds for the benefit of the Company for the design or construction of any improvements;

(xii) submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Rehabilitation;

(xiii) compliance with all terms and conditions applicable to the Company or the Rehabilitation contained in any governmental permit or approval required or obtained for the lawful rehabilitation of the Buildings, or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection with the Project;

(xiv) furnishing such consultation and advice relating to the Rehabilitation as may be reasonably requested from time to time by the Managing Member;

(xv) giving or making the Company's instructions, requirements, approvals and payments provided for in the agreements with the Project architect, general contractor and other contractors, professionals and consultants in connection with the Rehabilitation; and

(xvi) at the Company's expense, filing on behalf of and as the attorney-in-fact for the Company any notices of completion required or permitted to be filed upon the completion of any improvement(s) and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of dwelling units and other space in the project;

(xvii) inspecting the progress of the Rehabilitation, including verification of the materials and labor being furnished to and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the Rehabilitation, and in addition to verify that the same is being carried out substantially in accordance with the plans and specifications approved by the Managing Member or, in the event that the same is not being so carried out, to promptly so notify the Managing Member;

(xviii) if requested to do so by the Managing Member, perform on behalf of the Company all obligations of the Company with respect to the Rehabilitation contained in any loan agreement or security agreement entered into in connection with any construction financing for the Rehabilitation or in any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction, provided that copies of such agreements have been provided by the Company to the Developer, or the Company has otherwise notified the Developer in writing of such obligations;

(xix) to the extent requested to do so by the Managing Member, prepare and distribute to the Managing Member a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by the Managing Member, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loans arranged by the Company to cover the cost of the Rehabilitation;

(xx) assist the Company in obtaining and maintaining insurance coverage for the Project, the Company and its employees during the Rehabilitation, which insurance shall include general public liability insurance covering claims for personal injury, including but not limited to bodily injury, or property damage, occurring in or upon the Project or the streets, passageways, curbs and vaults adjoining the Project;

(xxi) assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the Developer's functions hereunder;

(xxii) coordinate and administer the design and construction of all interior improvements to be constructed or furnished with respect to the Rehabilitation;

(xxiii) use its best efforts to accomplish the timely completion of the Rehabilitation in accordance with the approved plans and specifications and the time schedules for such completion approved by the Managing Member;

(xxiv) at the direction of the Managing Member, implement any decisions of the Managing Member made in connection with the Rehabilitation or any policies and procedures relating thereto, exclusive of leasing activities; and

(xxv) perform and administer any and all other services and responsibilities of the Developer which are set forth in any other provisions of this Agreement or which are requested to be performed by the Managing Member and are within the general scope of the services described herein.

Section 2. ***Accounts and Records.*** The Developer, on behalf of the Company, shall keep such books of account and other records as may be required and approved by the Managing Member, including, but not limited to, records relating to the costs for which construction advances have been requested and/or received. The Developer shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the Managing Member, covering all collections, if any, disbursements and other data in connection with the Project prior to final completion of the Rehabilitation. All accounts and records relating to the Project, including all correspondence, shall be surrendered to the Company upon demand without charge therefor.

Section 3. ***Development Fee.*** In consideration of the performance by the Developer of the development and construction services described herein, the Company shall pay to the Developer a development fee and a development overhead fee (together, the "**Development Fee**") equal to \$1,206,143. The parties acknowledge that the Project is to be financed with tax-exempt bonds and is intended to meet the requirement of Section 42(h)(4)(B) of the Code that at least 50 percent of the costs of the Project (including land) be financed with the proceeds of such bonds. Accordingly, it may be necessary to reduce the Development Fee to offset cost overruns with respect to the Project or to the extent necessary to ensure that the Section 42(h)(4)(B) of the Code is satisfied.

- A. **Accrual of Development Fee.** The Company, Managing Member and the Developer acknowledge that: (i) a portion of the Development Fee payable to the Developer (as determined below) shall be deemed to have been earned as of the closing date in the amount of \$1,206,143, a further amount shall be deemed to have been earned when the Project has been completed (the "**Development Fee**"), and with all of the Development Fee deemed earned upon completion of the Project and (ii) in all cases, the full amount of the Development Fee shall be paid to the extent that the Company has available funds; provided that all unpaid amounts of the Development Fee must be paid on or before December 31, 2036 (the "**Maturity Date**") regardless of whether the Company has available funds. The Managing Member agrees to make a loan to the Company in an amount sufficient to pay the Development Fee in the event that the Company does not have available funds to pay the Development Fee on the Maturity Date.
- B. **Payment.** For development services to be performed under this Agreement, the Company shall pay the Developer the Development Fee as follows, subject to the terms

of the Permanent Loan Documents (as defined in the First Amended and Restated Operating Agreement of the Company):

(a) 34.70% of the Developer Fee (initially, \$364,115.75 subject to adjustment as set forth above) from Capital Contributions and Loans to be paid on the due date of the Investor Member's First Installment of its Capital Contribution as set forth on Exhibit A-1 of the Operating Agreement;

(b) \$ 685,209.26 (the "Deferred Development Fee") from Cash Flow to the extent available for payment of such fee pursuant to Exhibit A-4 of the Operating Agreement or from capital proceeds under Section 8.02 of the Operating Agreement as follows:

(i) 23.13% of the aggregate amount to be paid under subsection (b) (initially, \$244,629.14 subject to adjustment as set forth above) on the due date of the Investor Member's Second Installment of its Capital Contribution;

(ii) 23.13% of the aggregate amount to be paid under subsection (b) (initially, \$244,629.14 subject to adjustment as set forth above) on the due date of the Investor Member's Third Installment of its Capital Contribution;

(iii) 6.74% of the aggregate amount to be paid under subsection (b) (initially, \$70,724.51 subject to adjustment as set forth above) on Investor Member's Fourth Installment of its Capital Contribution;

(iv) 12.29% of the aggregate amount to be paid under subsection (b) (initially, \$128,962.04 subject to adjustment as set forth above) on Investor Member's Fifth Installment of its Capital Contribution; and

(c) Any amount of the Development Fee, including the Deferred Development Fee, that has not been paid shall accrue interest at a rate of 7% per annum with such interest payments due on the respective payment date set forth in subsection (b) above, and shall be payable in full on or before December 31, 2026 shall be paid no later than such date.

(d) The Developer shall not be compensated for, and no portion of the Development Fee shall apply to, services in connection with the development of nonresidential improvements, the organization or syndication of the Company, obtaining an allocation of Credits or securing Project financing other than construction financing; it being the understanding between the parties hereto that all such listed activities are the exclusive responsibility of the Company, the Managing Member and/or consultants or others engaged by the Company.

Section 4. ***Termination of Duties and Responsibilities of Developer.***

Except as provided below, the Developer shall have no further duties or obligations hereunder after receipt of a final certificate of occupancy for the Building and completion of all punch list items. The Developer's duties, responsibilities and rights hereunder shall not be

terminated by the Company except for "cause" as finally determined by a court of competent jurisdiction. For purposes, hereof, "cause" shall mean fraud, dishonesty, reckless disregard for customary practices and intentional misconduct after at least 30 days prior notice and opportunity to cure.

Section 5. **Miscellaneous.** This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any of the parties hereto without the written consent of the other party, except that the Developer may assign its rights but not its duties under this Agreement.

(c) The descriptive paragraph headings of this Agreement are inserted for convenience only and are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provision hereof.

(d) This Agreement and the rights and obligations of the parties hereto shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Virginia.

(e) This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter, and it is agreed that there are no terms, understandings, representations or warranties, express or implied, other than those set forth herein.

(f) This Agreement shall not be amended or modified in any respect without the prior written consent of each party hereto.

(g) No party hereto shall file or attempt to file this Agreement of record.

(h) This Agreement and the obligations of the Developer hereunder are solely for the benefit of the Company and its Members and no benefits to third parties are intended.

(i) In the event any provision hereof is deemed to be unenforceable or against public policy, then such provision shall be deemed omitted from this Agreement and to the extent possible such provision shall be replaced with an enforceable provision which corresponds with the spirit of the omitted provision, and no other provision of this Agreement shall be affected by such omission or unenforceability.

(j) The parties agree that the prevailing party in any action or dispute involving litigation concerning the subject matter hereof, shall be entitled to reasonable attorneys' fees and court costs.

(k) The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

Section 6. **Notice.** Any notice required to be given hereunder shall be in writing and mailed to all parties at the addresses set forth in the Company Agreement by certified mail, postage prepaid, or hand delivered or sent by a recognized overnight courier, in each case, with receipt of

delivery. Each party shall have the right to change its address for the receipt of notices, upon the giving of proper notice to all other parties hereto. Whenever a period of time is to be computed from the date of receipt of an item of certified mail, such period shall be computed from the fifth day following the date of mailing if delivery of the certified mail item is refused by the party to whom it was directed.

Section 7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

Section 8. **Responsibilities of the Company.** In order for the Developer to perform duties described herein, the Company shall:

- (a) provide full information regarding its requirements for the Rehabilitation;
- (b) designate a representative who shall be fully acquainted with the scope of the work and has authority to render decisions promptly and furnish information expeditiously; and
- (c) if the Company becomes aware of any fault or defect in the Project or nonconformance with any contract or other documents, it shall give prompt written notice thereof to the Developer.

Section 9. **Independent Contractor.** The parties hereto do not intend to create a Company or any similar association for any purpose. The Developer shall be an independent contractor for all purposes.

Section 10. **Assignment of Existing Contracts.** The Developer hereby conveys, assigns and delivers to the Company all of its right, title and interest in and to all contracts related to the Rehabilitation and the development, design, construction, leasing, management or operation of the Project entered into by the Developer for the benefit of the Company.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Development Agreement as of the date and year first above written.

COMPANY:

VST Holly Springs LLC, a Virginia limited liability company

By: VST Holly Springs Managing Member LLC, a Virginia limited liability company, its Managing Member

By: _____
Jennifer S. Hunt, Co-Manager

By: _____
Edward K. Solarz, Co-Manager

DEVELOPER:

VST Holly Springs Developer LLC, a Virginia limited liability company

By: _____
Jennifer S. Hunt, Co-Manager

By: _____
Edward K. Solarz, Co-Manager

DRAFT

Glenbrook

Development Consulting

This AGREEMENT made effective as of March 9, 2021, by and between Genesis Properties, (Owner) and Glenbrook Development Consulting LLC (Glenbrook) for the purpose of rehabilitating an existing occupied multi-unit apartment complex known as “Holly Springs” located at Richmond, VA, comprising one hundred twenty one (121) apartment units. The Project consists of wood frame multi-building residential apartment buildings with parking and building amenities space, and is currently expected to contractually begin on April 15, 2021, with contract duration of seventeen (17) months established in the attached schedule.

Scope:

The project scope currently will be a tenant in-place rehabilitation project to include tenant apartment upgrades including minor site work, masonry repair, facia, roofing, windows, doors, cabinetry, appliances, bathroom tubs and surrounds, flooring, plumbing fixtures, HVAC, electrical, and other scope as indicated in the contract between VST Holly Springs LLC and JD Lewis Construction Management, dated March 2021.. Project rehab will include common space upgrades.

Now therefore, the parties have agreed that Glenbrook will serve as Owner’s Representative with responsibility for coordinating and overseeing the construction and schedule, and serving as a liaison between the Owner, the General Contractor, the Design Professionals and the Reviewing Officials and Agencies for construction of the Project.

As the Owner’s Representative, Glenbrook responsibilities will include, but not be limited to:

1. Attend Owner Architect Contractor (hereafter, “OAC”) meetings with the ownership on a regular basis, to include weekly meetings for the first two months, and biweekly thereafter
2. Manage, review, and approve change orders, RFI’s, submittals, and pay applications on behalf of owner
3. Inspect the project for workmanship and compliance with contract documents;
4. Review the development cost budget and monitor costs against the budget estimates;
5. Coordinate with various city, state and federal agencies as necessary including ENERGY requirements;
6. Assist and coordinate Value Engineering as necessary to maintain budget
7. Oversee construction process and attend regular progress meetings during the construction phase; Provide monthly progress reporting including cost monitoring and reporting
8. Review and approve monthly construction requisitions

Glenbrook

Development Consulting

13. Coordinate all relocation activities, including planning, scheduling, and on-site coordination
14. Manage the completion of all punch list work, managing Genesis staff members as necessary to oversee punch list completion

For the Project, Glenbrook shall be paid a Construction Management Fee as a total fixed fee of Sixty-Six Thousand Five Hundred dollars (\$66,500) for an anticipated schedule of Seventeen (17) months, whereby each of the first two months will be paid in an amount of Seven Thousand dollars (\$7,000) per month, and the remaining 15 months will be paid in an amount of Three Thousand Five Hundred dollars (\$3,500) per month.

In addition, travel will be reimbursed at \$50.00 per trip.

Glenbrook shall be reimbursed for any printing of plans and specifications if not provided by Genesis.

Payment:

Should the contractor obtain the later of a Final Building Inspection Approval (in lieu of a Certificate of Occupancy) or Certificate of Substantial Completion ahead of the end of the schedule referenced in the contract documents, the balance will be due in full and requisitioned if this contract is terminated or once the Final Building Inspection Approval has been issued.

Additionally, Glenbrook shall be provided an incentive bonus according to the following terms, for the amount of the contract that Glenbrook brings the project in under budget. The amount will be determined at the time of issuance of Final Building Inspection or Substantial Completion, whichever is later.

Greater than \$400,000 under budget contingency	\$250 per unit
Between \$400,000 and \$200,000 under budget contingency	\$500 per unit
Between \$200,000 and \$0 under budget contingency	\$250 per unit
Between \$0 and 200,000 over budget contingency	\$100 per unit
\$200,000 or greater over budget contingency	\$0 per unit

Signatures on the following page 3

Glenbrook Development Consulting

This Agreement may be terminated by either party with 60 days written notice to the other party.

AGREED:

VST Holly Springs LLC

By: Edward K Solarz

Name: Edward K Solarz

Its: Managing Member of VST
Holly Springs Managing Member
LLC, its Managing Member Entity

Date: March 8, 2021

Glenbrook Development
Consulting
117 Augusta
Williamsburg, VA 23188

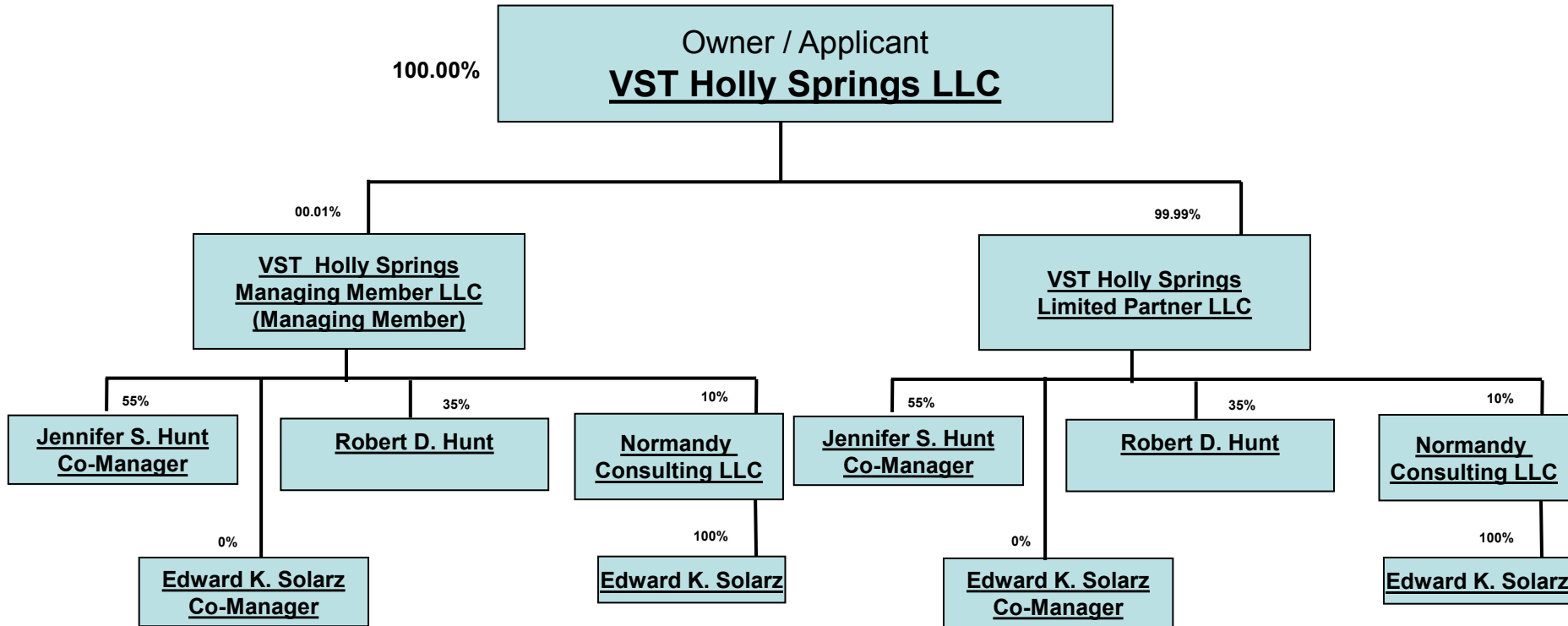
By: _____
Christopher Odle
Manager

Date: _____

VST Holly Springs LLC

Current Organizational Structure – as of Application Date

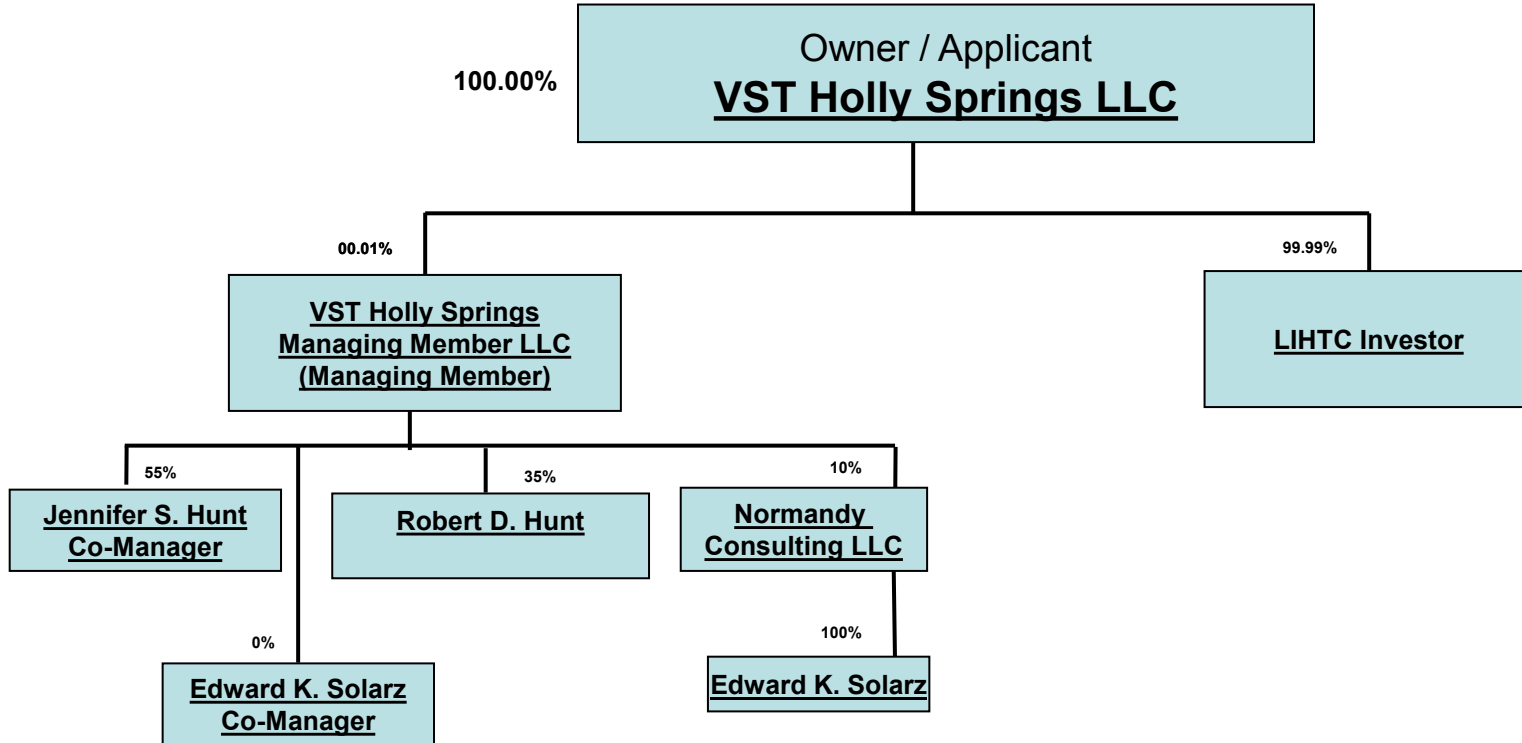
**AS-IS TODAY
WILL CHANGE
AT CLOSE**



VST Holly Springs LLC

Anticipated Organizational Structure at Closing/Admission of Tax Credit Investor

**AT
CLOSING**



B

Virginia State Corporation
Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, June 29, 2020

This is to certify that the certificate of organization of

VST Holly Springs LLC

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

Effective date: June 29, 2020



STATE CORPORATION COMMISSION

Attest:

Joel H. Beck

Clerk of the Commission

C

Principal's Previous
Participation Certification
(MANDATORY)



Previous Participation Certification Instructions

General Instructions:

The following certification:

- Must be completed, regardless of any principal's inclusion on the Developer Experience List.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement. VHDA will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

Definitions:

Development - the proposed multifamily rental housing development

Participants - the principals who will participate in the ownership of the development

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

- In the case of a partnership which is a principal (whether as the owner or otherwise), all general partners are also considered principals, regardless of the percentage interest of the general partner;
- In the case of a public or private corporation or organization or governmental entity that is a principal (whether as the owner or otherwise), principals also include the president, vice president, secretary, and treasurer and other officers who are directly responsible to the board of directors or any equivalent governing body, as well as all directors or other members of the governing body and any stockholder having a 25% or more interest;
- In the case of a limited liability company (LLC) that is a principal (whether as the owner or otherwise), all members are also considered principals, regardless of the percentage interest of the member;
- In the case of a trust that is a principal (whether as the owner or otherwise), all persons having a 25% or more beneficial ownership interest in the assets of such trust;
- In the case of any other person that is a principal (whether as the owner or otherwise), all persons having a 25% or more ownership interest in such other person are also considered principals; and

Instructions, cont'd

- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Please follow guidelines below for listing principals.

- If the owner is a partnership, list the names of all GPs, regardless of % interest in the General Partnership
- If the owner is an LLC, list the names of all members regardless of % interest
- If the owner is a Corporation (public or private), Organization or Governmental Entity, list the names of officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder having a 25% or more interest
- If the owner is a Trust, list the names of all persons having a 25% or more beneficial ownership interest in the assets of the trust
- If the owner is an Individual, list the name of anyone having a 25% or more ownership interest of the named individual

If none of the above applies, list the name of any person that directly or indirectly controls or has the power to control a principal.

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



Previous Participation Certification

Development Name: Holly Springs Apartments
Name of Applicant (entity): VST Holly Springs 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.

Edward K Solarz

Signature

EDWARD K SOLARZ

Printed Name

7/16/20

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

D

List of LIHTC Developments

(Schedule A)

(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Holly Springs Apartments
 Name of Applicant: VST Holly Springs LLC

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 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.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Edward K. Solarz

Controlling GP (CGP) or 'Named' Managing Member of Proposed 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	Bellevue Apartments, Richmond, VA	Code Genesis Bellevue LLC, 804-230-1220	N	143	143	2018-2019	2019	N
3	Ivy Farms Apartments, Newport News, VA	Adams Drive LLC, 804-230-1	N	168	168	TBD	TBD	N
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39 * 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: 311 311

LIHTC as % of Total Units 100% v.01.01.19

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)
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2nd PAGE TOTAL: 0 0

GRAND TOTAL: 311 311

LIHTC as % of 100% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Holly Springs Apartments
 Name of Applicant: VST Holly Springs LLC

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 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.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Jennifer S. Hunt 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"
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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: 0 0 #DIV/0! LIHTC as % of 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)
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#DIV/0! LIHTC as % of Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Holly Springs Apartments
 Name of Applicant: VST Holly Springs LLC

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 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.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Robert D. Hunt Controlling GP (CGP) or 'Named' Managing Member of Proposed Development: No 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	SouthGate Apartments, Richmond, VA	South Gate Apartments, LLC, 804-230-1220	N	112	112	2006	2006	N
3	Jefferson Townhouses, Richmond, VA	Jefferson Townhouses, LLC, 804-230-1220	N	218	218	2008	2008	N
5	Hatcher Tobacco Flats, Richmond, VA	Hatcher Tobacco Genesis LLC, 804-230-1220	N	152	152	2015	2015	N
6	Bellevue Apartments, Richmond, VA	Code Genesis Bellevue LLC, 804-230-1220	N	143	143	2018-2019	2019	N
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39 * 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: 625 625 LIHTC as % of Total Units 100% v.01.01.19

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)
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LIHTC as % of 100% Total Unit

E

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

REAL ESTATE PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "**Contract**" or "**Agreement**") is made this 4th day of January 2021, by Holly Springs and Associates LLP, (the "**Seller**") and VST Holly Springs LLC a Virginia Limited Liability Company and/or assigns (the "**Purchaser**"). In consideration of the sum of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual agreements herein, the parties agree as follows:

1. **Agreement to Sell and Identification of Real Property.** Subject to the terms of this Agreement, Seller agrees to sell and Purchaser agrees to buy the following:

Real Property: that certain 6.781-acre parcel of land and all improvements thereon known as 3416 Maury Street, Richmond, VA 23224 and designated as parcel number S0071164001 in the City of Richmond, Virginia Real Estate Assessor's Parcel Mapper database (hereinafter, "**Property**").

2. **Purchase Price:** Six Million Dollars (\$6,000,000), which will be paid by Purchaser in cash or immediately available funds at Closing (hereafter defined).
3. **Initial Deposit.** An initial fully refundable earnest money deposit (the "Initial Deposit") of Ten Thousand Dollars (\$10,000.00) shall be paid by Purchaser within 5 business days of the execution of the Agreement by the parties. The Initial Deposit shall be placed in escrow with Old Republic National Title Company until Closing, at which time it shall be credited to Purchaser's Purchase Price. Purchaser shall have the option to terminate the Agreement with written notice to Seller for any reason whatsoever on or before the end of the Feasibility Period (defined below) if, in its sole discretion, the Property does not meet Purchaser's requirements, in which event the Initial Deposit shall be returned to Purchaser. Upon the expiration of the Feasibility Period, Purchaser will apply an additional Ten Thousand Dollar deposit (\$10,000), which together with the Initial Deposit totals a deposit of Twenty Thousand Dollars (\$20,000), (hereafter, the "Deposit").
4. **Feasibility Period.** Purchaser shall have a period of sixty (60) days after the full execution of the Agreement to perform investigations with respect to the Property and Documents as Purchaser may deem necessary in order to determine whether the Property is suitable for Purchaser's intended use thereof (the "Feasibility Period"). Purchaser shall have the option to terminate the Agreement with written notice to Seller for any reason whatsoever on or before the end of the Feasibility Period if, in its sole discretion, the Property does not meet Purchaser's requirements, in which event the Initial Deposit shall be returned to Purchaser as stipulated herein. Seller agrees to cooperate and allow Purchaser and Purchaser's agents, employees, engineers, contractors, invitees and/or designees (collectively, "Purchaser's Agents"), at Purchaser's sole cost and expense, with reasonable access to the Property during normal business hours for the purpose of conducting such soil borings, soil analyses, engineering tests and studies, wetland studies, environmental tests and studies, topographic tests and/or investigations with respect to the Property as Purchaser may deem necessary in order to determine whether the Property is suitable for Purchaser's intended use thereof. Purchaser shall be responsible for all damage caused to the Property by its examinations and shall restore the Property to its original condition. Purchaser shall indemnify, defend, and hold

Seller harmless from any and all costs or expenses associated with any damage caused to the Property or any person or persons thereon by Purchaser or Purchasers designated representatives, and this obligation of indemnification shall survive the closing and/or any termination of this Contract. Within five (5) business days after full execution of this Agreement Seller agrees to deliver and/or make available for inspection to Purchaser copies of Documents knowingly in Seller's possession, if any, related to the use, development, or ownership of the Property, (the "Property Documents"). If requested by Purchaser, Seller shall provide, if in Seller's possession, copies of (i) notices of mechanics liens and tax delinquencies; (ii) all warranties, agreements and contracts of subcontractors, materialmen, architects, engineers, manufacturers, and suppliers of equipment in connection with the development of the Property; (iii) any leases or agreements with vendors currently in place or which will be in place in the future but prior to Closing; and (iv) all other documentation relevant to the Property that Purchaser may request.

5. **Closing.** Provided this Agreement has not been terminated as allowed and provided herein, Closing under the Agreement shall be the later of June 30, 2021, or a date sooner that is mutually agreed upon by the Purchase and the Seller.

Purchaser shall be granted up to three (6) 30-day Closing extensions provided Purchaser makes an additional \$10,000.00 non-refundable payment ("Extension Payment") to Seller for each 30-day extension of Closing, or portion thereof, if written notice of the extension with the Extension Payment is made before the then contractual Closing Date. Provided, further, any Extension Payment shall be applied to the Purchase Price if Purchaser closes.

Except for and in addition to the provisions in Paragraphs 4, 7, and 8, if Purchaser materially breaches the Agreement, Seller's remedies shall be retention of the Deposit and retention of any Extension Payment(s).

6. **Title.** Seller will deliver to Purchaser at Closing a duly executed and acknowledged Deed of Bargain and Sale, with General Warranty, subject to any and all recorded easements, covenants, reservations, restrictions and/or agreements lawfully affecting the Property and such other documents as are reasonable and necessary to transfer the subject premises to Purchaser. Purchaser shall examine title within 45 days of the expiration of the Feasibility Period and shall notify the Seller in writing of the existence of any defects adversely affecting the marketability of the Property within 60 days of the expiration of the Feasibility Period. (the "written notice"). Seller shall have the option to correct any such reported title defects. If Seller is unable or unwilling to correct such defects within 45 days of the written notice, Purchaser may terminate this Agreement by providing written notice of termination within 10 days after the date of delivery of the original written notice, and upon such termination the Deposit shall be refunded to the Purchaser.

7. **Purchaser's Conditions Precedent to Closing.** Sellers Representations, Warranties and Covenants set forth in this Agreement shall be true as of Closing and title to the Property shall be free of liens and encumbrances except for those recorded liens and encumbrances of record not objected to or accepted or waived pursuant to Paragraph 6, and Seller is not in default of any material terms in this Agreement (the "**Purchaser's Conditions Precedent to Closing**"). Purchaser shall have the right to examine the documents referred to in Section

4, if any, and shall certify satisfactory receipt thereof prior to the expiration of the Feasibility Period.

8. **Closing Costs/Expenses.** Seller shall pay the cost of the preparation of the Deed, the Virginia Grantor's Tax, the cost of obtaining releases of all monetary liens encumbering the Property and Seller's attorneys' fees. Purchaser shall pay its own attorneys' fees; any title insurance premiums and examination fees; any intangibles, mortgage, or documentary tax on any mortgage given by Purchaser; all other charges for recording of any instrument or document delivered by Seller to Purchaser; and all transfer taxes payable with respect to the transfer of the Property to Purchaser. All real estate taxes and other similar charges shall be prorated as of the date of each Closing.
9. **Broker Commissions.** Purchaser has retained Genesis Properties, Inc. as its broker, for a fee of 4% of purchase price.
10. **Purchaser's Assignment.** Purchaser shall have the right to assign its rights and obligations under this Agreement in whole without Seller' prior written consent. Such assignee shall be entitled to the benefit of and may enforce Seller's covenants, representations and warranties hereunder. Any assignee assumes all obligations hereunder and complies with the representations and warranties made by Purchaser.
11. **Risk of Loss.** All risk of loss or damage to any of the Property by fire or other cause, or taking by eminent domain, is assumed by Seller until Closing. In the event of substantial loss or damage to the Property before Closing, Purchaser will have the option of either (a) terminating this Agreement or (b) purchasing the Property, in which event Seller will assign to Purchaser, as to the damaged Property, all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and pay over to Purchaser any sums received as a result of such loss or damage.
12. **Notice.** Any notice or demand required to be given under this Agreement will be deemed given on the day of delivery if sent by hand, one (1) day after deposit with Federal Express (or other guaranteed overnight delivery service) or three (3) days after deposit with the U.S. mail, return receipt requested, addressed to the parties as follows:

SELLER: Holly Springs & Associates LLP
Attention: Ron Hunt
101 West Commerce Road, 2nd Floor
Richmond, VA 23224

PURCHASER: VST Holly Springs LLC
Attention: Ed Solarz
101 West Commerce Road, 2nd Floor
Richmond, VA 23224

13. **Seller's Representations.** Warranties and Covenants. Seller represents, warrants and covenants, to the best of Seller's knowledge, as follows with respect to the Property as of the date of the Closing of the sale of the Property to Purchaser:

- a. Seller (and each of the persons executing this Agreement on behalf of Seller) has the right, power and authority to sell the Property to Purchaser in accordance with the terms and conditions hereof. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby will violate any judgment, order, law, restriction, agreement or arrangement to which Seller or the Properties are subject.
- b. There are no outstanding options to purchase or rights of first refusal with respect to the Property, and there are no outstanding executed contracts for the sale, mortgage, pledge, hypothecation, assignment, lease, sublease, license, or other transfer of all or any legal or equitable interest or right in any of the Property, except any encumbrances and easements of record, or any of the like, however denominated. Except for liens, covenants, declarations and easements of record, no person or entity has or claims any right to possess or use any Property or any part thereof by virtue of any agreement, lease or license made or right granted by Seller other than Purchaser. If any such items exist, Seller must provide to Purchaser written documentation of any such item listed in this paragraph.
- c. There are no suits, eminent domain condemnation or annexation proceedings, or other legal or administrative proceedings pending or, to the best of Seller's knowledge, threatened to be filed against Seller (including, without limitation, any voluntary or involuntary actions or suits pursuant to state or federal bankruptcy or other creditors' rights laws, statutes, rules or regulations) or affecting the Property before any federal, state, County or municipal department, commission, board, bureau, agency or other governmental instrumentality. Seller will give Purchaser prompt written notice of any notice received by Seller relating to any legal actions or suits of any part of the Property. The Seller makes no representations or warranties regarding zoning or related actions.
- d. To the best of Seller's knowledge, no hazardous substances or hazardous materials have been released, deposited, stored or placed in, on, under or above the Property in violation of applicable Federal, state or local laws, ordinances, statutes and regulations, and to Seller's actual knowledge without investigation no such hazardous substances or hazardous materials currently exist in, on, under or above the Property such that their existence would violate applicable Federal, state or local laws, ordinances, statutes and regulations. As used herein, all references to hazardous materials and hazardous substances shall mean and refer to hazardous waste as that term is defined in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et. seq.), or under any other Federal, state or local law, ordinance, statute, rule or regulation, including, without limitation, any asbestos or asbestos-related products and any oils, petroleum products or pesticides.
- e. At or prior to Closing, Seller shall have paid for all labor that has been performed on or materials furnished to the Property by or on behalf of Seller for which a mechanic's

or materialmen's lien could be claimed by any person or entity. The foregoing warranty shall not cover any period prior to Seller's ownership of the Property.

14. **Purchaser's Representations, Warranties and Covenants.**

- a. Purchaser (and each of the persons executing this Agreement on behalf of Purchaser) has the right, power and authority to execute, deliver and perform its obligations under this Agreement. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby will violate any judgment, order, law, restriction, agreement or arrangement, to which Purchaser is subject.
- b. Purchaser represents, acknowledges, affirms and agrees that the property acquisition contemplated by this Agreement does not constitute a joint venture, partnership, or other mutual undertaking among the parties hereto, but rather, constitutes the establishment of a Purchaser/Seller relationship.

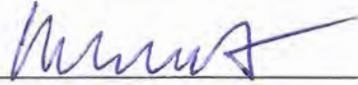
15. **Survival.** Purchaser's and Seller's obligations and warranties contained herein shall survive closing.

16. **General Provisions.** This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original. Signatures delivered via facsimile or scanned documents shall be binding upon the parties. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both Seller and Purchaser. The governing law of this Agreement shall be, and this Agreement shall be interpreted in accordance with, the laws of the Commonwealth of Virginia. This Agreement sets forth the entire agreement between Seller and the Purchaser relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full Business Day. Both parties agree that this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof. Failure by Purchaser or Seller to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. As used in this Agreement, the masculine gender shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require. The Paragraph headings herein are for convenience or reference only and shall not be deemed to vary or to limit the provisions or scope of any Paragraph and Paragraph. Each exhibit referenced herein is attached hereto and incorporated herein by reference.

WITNESS the following signatures:

SELLER:

Holly Springs & Associates LLP



By: Ronald H. Hunt

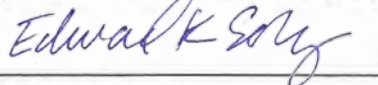
Its: Partner and Authorized Signatory

Date: 1/5/2021

PURCHASER:

VST Holly Springs LLC

a Virginia Limited Liability Company



By: Edward K Solarz

Title: Partner and Authorized Signatory

Date: January 5, 2021

REAL ESTATE PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "**Contract**" or "**Agreement**") is made this 1 day of July 2020, by Holly Springs and Associates LLP, (the "**Seller**") and VST Holly Springs LLC a Virginia Limited Liability Company and/or assigns (the "**Purchaser**"). In consideration of the sum of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual agreements herein, the parties agree as follows:

1. **Agreement to Sell and Identification of Real Property.** Subject to the terms of this Agreement, Seller agrees to sell and Purchaser agrees to buy the following:

Real Property: that certain 6.781-acre parcel of land and all improvements thereon known as 3416 Maury Street, Richmond, VA 23224 and designated as parcel number S0071164001 in the City of Richmond, Virginia Real Estate Assessor's Parcel Mapper database (hereinafter, "**Property**").

2. **Purchase Price:** Five Million Dollars (\$5,000,000), which will be paid by Purchaser in cash or immediately available funds at Closing (hereafter defined).
3. **Initial Deposit.** An initial fully refundable earnest money deposit (the "Initial Deposit") of Ten Thousand Dollars (\$10,000.00) shall be paid by Purchaser within 5 business days of the execution of the Agreement by the parties. The Initial Deposit shall be placed in escrow with Old Republic National Title Company until Closing, at which time it shall be credited to Purchaser's Purchase Price. Purchaser shall have the option to terminate the Agreement with written notice to Seller for any reason whatsoever on or before the end of the Feasibility Period (defined below) if, in its sole discretion, the Property does not meet Purchaser's requirements, in which event the Initial Deposit shall be returned to Purchaser. Upon the expiration of the Feasibility Period, Purchaser will apply an additional Ten Thousand Dollar deposit (\$10,000), which together with the Initial Deposit totals a deposit of Twenty Thousand Dollars (\$20,000), (hereafter, the "Deposit").
4. **Feasibility Period.** Purchaser shall have a period of sixty (60) days after the full execution of the Agreement to perform investigations with respect to the Property and Documents as Purchaser may deem necessary in order to determine whether the Property is suitable for Purchaser's intended use thereof (the "Feasibility Period"). Purchaser shall have the option to terminate the Agreement with written notice to Seller for any reason whatsoever on or before the end of the Feasibility Period if, in its sole discretion, the Property does not meet Purchaser's requirements, in which event the Initial Deposit shall be returned to Purchaser as stipulated herein. Seller agrees to cooperate and allow Purchaser and Purchaser's agents, employees, engineers, contractors, invitees and/or designees (collectively, "Purchaser's Agents"), at Purchaser's sole cost and expense, with reasonable access to the Property during normal business hours for the purpose of conducting such soil borings, soil analyses, engineering tests and studies, wetland studies, environmental tests and studies, topographic tests and/or investigations with respect to the Property as Purchaser may deem necessary in order to determine whether the Property is suitable for Purchaser's intended use thereof. Purchaser shall be responsible for all damage caused to the Property by its examinations and shall restore the Property to its original condition. Purchaser shall indemnify, defend, and hold

Seller harmless from any and all costs or expenses associated with any damage caused to the Property or any person or persons thereon by Purchaser or Purchasers designated representatives, and this obligation of indemnification shall survive the closing and/or any termination of this Contract. Within five (5) business days after full execution of this Agreement Seller agrees to deliver and/or make available for inspection to Purchaser copies of Documents knowingly in Sellers possession, if any, related to the use, development, or ownership of the Property, (the "Property Documents"). If requested by Purchaser, Seller shall provide, if in Seller's possession, copies of (i) notices of mechanics liens and tax delinquencies; (ii) all warranties, agreements and contracts of subcontractors, materialmen, architects, engineers, manufacturers, and suppliers of equipment in connection with the development of the Property; (iii) any leases or agreements with vendors currently in place or which will be in place in the future but prior to Closing; and (iv) all other documentation relevant to the Property that Purchaser may request.

5. **Closing.** Provided this Agreement has not been terminated as allowed and provided herein, Closing under the Agreement shall be the later of January 30th, 2021, or a date sooner that is mutually agreed upon by the Purchase and the Seller.

Purchaser shall be granted up to three (6) 30-day Closing extensions provided Purchaser makes an additional \$10,000.00 non-refundable payment ("Extension Payment") to Seller for each 30-day extension of Closing, or portion thereof, if written notice of the extension with the Extension Payment is made before the then contractual Closing Date. Provided, further, any Extension Payment shall be applied to the Purchase Price if Purchaser closes.

Except for and in addition to the provisions in Paragraphs 4, 7, and 8, if Purchaser materially breaches the Agreement, Seller's remedies shall be retention of the Deposit and retention of any Extension Payment(s).

6. **Title.** Seller will deliver to Purchaser at Closing a duly executed and acknowledged Deed of Bargain and Sale, with General Warranty, subject to any and all recorded easements, covenants, reservations, restrictions and/or agreements lawfully affecting the Property and such other documents as are reasonable and necessary to transfer the subject premises to Purchaser. Purchaser shall examine title within 45 days of the expiration of the Feasibility Period and shall notify the Seller in writing of the existence of any defects adversely affecting the marketability of the Property within 60 days of the expiration of the Feasibility Period. (the "written notice"). Seller shall have the option to correct any such reported title defects. If Seller is unable or unwilling to correct such defects within 45 days of the written notice, Purchaser may terminate this Agreement by providing written notice of termination within 10 days after the date of delivery of the original written notice, and upon such termination the Deposit shall be refunded to the Purchaser.
7. **Purchaser's Conditions Precedent to Closing.** Sellers Representations, Warranties and Covenants set forth in this Agreement shall be true as of Closing and title to the Property shall be free of liens and encumbrances except for those recorded liens and encumbrances of record not objected to or accepted or waived pursuant to Paragraph 6, and Seller is not in default of any material terms in this Agreement (the "**Purchaser's Conditions Precedent to Closing**"). Purchaser shall have the right to examine the documents referred to in Section

4, if any, and shall certify satisfactory receipt thereof prior to the expiration of the Feasibility Period.

8. **Closing Costs/Expenses.** Seller shall pay the cost of the preparation of the Deed, the Virginia Grantor's Tax, the cost of obtaining releases of all monetary liens encumbering the Property and Seller's attorneys' fees. Purchaser shall pay its own attorneys' fees; any title insurance premiums and examination fees; any intangibles, mortgage, or documentary tax on any mortgage given by Purchaser; all other charges for recording of any instrument or document delivered by Seller to Purchaser; and all transfer taxes payable with respect to the transfer of the Property to Purchaser. All real estate taxes and other similar charges shall be prorated as of the date of each Closing.
9. **Broker Commissions.** Seller and Purchaser warrant and represent that they have retained no broker.
10. **Purchaser's Assignment.** Purchaser shall have the right to assign its rights and obligations under this Agreement in whole without Seller's prior written consent. Such assignee shall be entitled to the benefit of and may enforce Seller's covenants, representations and warranties hereunder. Any assignee assumes all obligations hereunder and complies with the representations and warranties made by Purchaser.
11. **Risk of Loss.** All risk of loss or damage to any of the Property by fire or other cause, or taking by eminent domain, is assumed by Seller until Closing. In the event of substantial loss or damage to the Property before Closing, Purchaser will have the option of either (a) terminating this Agreement or (b) purchasing the Property, in which event Seller will assign to Purchaser, as to the damaged Property, all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and pay over to Purchaser any sums received as a result of such loss or damage.
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- a. Seller (and each of the persons executing this Agreement on behalf of Seller) has the right, power and authority to sell the Property to Purchaser in accordance with the terms and conditions hereof. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby will violate any judgment, order, law, restriction, agreement or arrangement to which Seller or the Properties are subject.
- b. There are no outstanding options to purchase or rights of first refusal with respect to the Property, and there are no outstanding executed contracts for the sale, mortgage, pledge, hypothecation, assignment, lease, sublease, license, or other transfer of all or any legal or equitable interest or right in any of the Property, except any encumbrances and easements of record, or any of the like, however denominated. Except for liens, covenants, declarations and easements of record, no person or entity has or claims any right to possess or use any Property or any part thereof by virtue of any agreement, lease or license made or right granted by Seller other than Purchaser. If any such items exist, Seller must provide to Purchaser written documentation of any such item listed in this paragraph.
- c. There are no suits, eminent domain condemnation or annexation proceedings, or other legal or administrative proceedings pending or, to the best of Seller's knowledge, threatened to be filed against Seller (including, without limitation, any voluntary or involuntary actions or suits pursuant to state or federal bankruptcy or other creditors' rights laws, statutes, rules or regulations) or affecting the Property before any federal, state, County or municipal department, commission, board, bureau, agency or other governmental instrumentality. Seller will give Purchaser prompt written notice of any notice received by Seller relating to any legal actions or suits of any part of the Property. The Seller makes no representations or warranties regarding zoning or related actions.
- d. To the best of Seller's knowledge, no hazardous substances or hazardous materials have been released, deposited, stored or placed in, on, under or above the Property in violation of applicable Federal, state or local laws, ordinances, statutes and regulations, and to Seller's actual knowledge without investigation no such hazardous substances or hazardous materials currently exist in, on, under or above the Property such that their existence would violate applicable Federal, state or local laws, ordinances, statutes and regulations. As used herein, all references to hazardous materials and hazardous substances shall mean and refer to hazardous waste as that term is defined in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et. seq.), or under any other Federal, state or local law, ordinance, statute, rule or regulation, including, without limitation, any asbestos or asbestos-related products and any oils, petroleum products or pesticides.
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- b. Purchaser represents, acknowledges, affirms and agrees that the property acquisition contemplated by this Agreement does not constitute a joint venture, partnership, or other mutual undertaking among the parties hereto, but rather, constitutes the establishment of a Purchaser/Seller relationship.

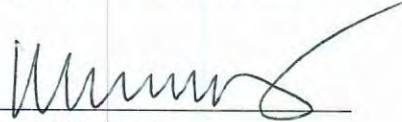
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WITNESS the following signatures:

SELLER:

Holly Springs & Associates LLP



By: Ronald H. Hunt

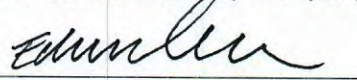
Its: Partner and Authorized Signatory

Date: 7/1/20

PURCHASER:

VST Holly Springs LLC

a Virginia Limited Liability Company



By: Edward K Solarz

Title: Partner and Authorized Signatory

Date: 6/30/20

Property: 3416 Maury St **Parcel ID:** S0071164001B

Parcel

Street Address: 3416 Maury St Richmond, VA 23224-

Alternate Street Addresses: 3843 Caulder Ct

- : 3809 Caulder Ct
- : 3823 Caulder Ct
- : 3829 Caulder Ct
- : 3204 Maury St
- : 3945 Caulder Ct
- : 3877 Caulder Ct
- : 3212 Maury St
- : 3222 Maury St
- : 3400 Maury St
- : 3414 Maury St
- : 3422 Maury St
- : 811 Holly Spring Ave
- : 815 Holly Spring Ave
- : 3206 Maury St
- : 3893 Caulder Ct
- : 3412 Maury St
- : 3801 Caulder Ct
- : 3903 Caulder Ct
- : 3907 Caulder Ct
- : 3919 Caulder Ct
- : 3935 Caulder Ct
- : 3949 Caulder Ct
- : 3839 Caulder Ct
- : 3841 Caulder Ct
- : 3845 Caulder Ct
- : 3216 Maury St
- : 3408 Maury St
- : 817 Holly Spring Ave
- : 3807 Caulder Ct
- : 3827 Caulder Ct
- : 3887 Caulder Ct
- : 3901 Caulder Ct
- : 3951 Caulder Ct
- : 805 Holly Spring Ave
- : 3909 Caulder Ct
- : 3929 Caulder Ct
- : 3937 Caulder Ct
- : 3947 Caulder Ct
- : 3957 Caulder Ct
- : 3883 Caulder Ct
- : 3895 Caulder Ct
- : 3897 Caulder Ct
- : 821 Holly Spring Ave
- : 823 Holly Spring Ave
- : 3931 Caulder Ct
- : 3939 Caulder Ct
- : 3224 Maury St
- : 3402 Maury St
- : 3424 Maury St
- : 3831 Caulder Ct
- : 3913 Caulder Ct
- : 3927 Caulder Ct
- : 3953 Caulder Ct
- : 3885 Caulder Ct
- : 3210 Maury St
- : 801 Holly Spring Ave
- : 3869 Caulder Ct

: 3921 Caulder Ct

- : 3915 Caulder Ct
- : 3923 Caulder Ct
- : 3859 Caulder Ct

: 3861 Caulder Ct

- : 3865 Caulder Ct
- : 3881 Caulder Ct
- : 3214 Maury St
- : 3406 Maury St
- : 809 Holly Spring Ave
- : 813 Holly Spring Ave
- : 3911 Caulder Ct
- : 3200 Maury St
- : 3218 Maury St
- : 819 Holly Spring Ave
- : 3803 Caulder Ct
- : 3426 Maury St
- : 3941 Caulder Ct
- : 3867 Caulder Ct
- : 3933 Caulder Ct
- : 3837 Caulder Ct
- : 3871 Caulder Ct
- : 3418 Maury St
- : 803 Holly Spring Ave
- : 807 Holly Spring Ave
- : 827 Holly Spring Ave
- : 3833 Caulder Ct
- : 3959 Caulder Ct
- : 825 Holly Spring Ave
- : 3825 Caulder Ct
- : 3835 Caulder Ct
- : 3917 Caulder Ct
- : 3943 Caulder Ct
- : 3955 Caulder Ct
- : 3905 Caulder Ct
- : 3889 Caulder Ct
- : 3891 Caulder Ct
- : 3202 Maury St
- : 3220 Maury St
- : 3226 Maury St
- : 3410 Maury St
- : 3420 Maury St
- : 3805 Caulder Ct
- : 3899 Caulder Ct
- : 3925 Caulder Ct
- : 3208 Maury St
- : 3404 Maury St

Owner: HOLLY SPRINGS & ASSOCIATES LLP
Mailing Address: 101 W COMMERCE RD FL 2, RICHMOND, VA 23224
Subdivision Name : NONE
Parent Parcel ID: S0071164001
Assessment Area: 501 - MF West
Property Class: 325 - R Apartments 100+ Units
Zoning District: R-48 - Residential (Multi-Family)
Exemption Code: -
Unit Count: 122

Current Assessment

Effective Date: 01/01/2020
Land Value: \$547,000
Improvement Value: \$3,810,000
Total Value: \$4,357,000
Area Tax: \$0
Special Assessment District: None

Land Description

Parcel Square Feet: 295380
Acreage: 6.781
Property Description 1: HOLLY SPRINGS APT
Property Description 2: 0623.39X0510.64 IRG 0006.781 AC

X= 11784145.426592 Y= 3707900.973357

State Plane Coords(?):

Latitude: 37.50279424 , **Longitude:** -77.46263340

Description

Land Type: Primary Commercial/Indust Land

Topology:

Front Size: 0

Rear Size: 510

Parcel Square Feet: 295380

Acreage: 6.781

Property Description 1: HOLLY SPRINGS APT

Property Description 2: 0623.39X0510.64 IRG 0006.781 AC

Subdivision Name : NONE

State Plane Coords(?): X= 11784145.426592 Y= 3707900.973357

Latitude: 37.50279424 , **Longitude:** -77.46263340

Other

Street improvement:

Sidewalk:

Assessments

Assessment Year	Land Value	Improvement Value	Total Value	Reason
2020	\$547,000	\$3,810,000	\$4,357,000	Reassessment
2019	\$547,000	\$3,810,000	\$4,357,000	Reassessment
2018	\$547,000	\$3,810,000	\$4,357,000	Reassessment
2017	\$547,000	\$3,810,000	\$4,357,000	Reassessment
2016	\$547,000	\$3,810,000	\$4,357,000	Reassessment
2015	\$547,000	\$3,810,000	\$4,357,000	Reassessment
2014	\$547,000	\$3,810,000	\$4,357,000	Reassessment
2013	\$547,000	\$3,810,000	\$4,357,000	Reassessment
2012	\$547,000	\$3,810,000	\$4,357,000	Reassessment
2011	\$547,000	\$3,810,000	\$4,357,000	CarryOver
2010	\$547,000	\$3,810,000	\$4,357,000	Reassessment
2009	\$549,000	\$3,821,500	\$4,370,500	Reassessment

Transfers

Transfer Date	Consideration Amount	Grantor Name	Deed Reference	Verified Market Sale Description
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Planning

Master Plan Future Land Use: MF-MD
Zoning District: R-48 - Residential (Multi-Family)
Planning District: Old South
Traffic Zone: 1199
City Neighborhood Code: BRDR
City Neighborhood Name: Broad Rock
Civic Code:
Civic Association Name:
Subdivision Name: NONE
City Old and Historic District:
National historic District:
Neighborhoods in Bloom:
Redevelopment Conservation Area:

Economic Development

Care Area: -
Enterprise Zone:

Environment

100 YEAR Flood Plain Flag: Contact the Water Resources Division at 646-7586.
500 YEAR Flood Plain Flag: N
Resource Protection Flag: Contact the Water Resources Division at 646-7586.
Wetland Flag: N

Census

Census Year	Block	Block Group	Tract
2000	5014	0607005	060700
1990	515	0607985	060798

Schools

Elementary School: Blackwell
Middle School: Thompson
High School: Armstrong

Public Safety

Police Precinct: 2
Police Sector: 211
Fire District: 17
Dispatch Zone: 153A

Public Works Schedules

Street Sweep: TBD
Leaf Collection: TBD
Refuse Collection: Thursday
Bulk Collection: TBD

Government Districts

Council District: 8
Voter Precinct: 811
State House District: 69
State Senate District: 16
Congressional District: 4

Extension 1 Details

Extension Name: C12 - Bldg #1 (7) -2Sty.TH Apts.
Year Built: 1947
Stories: 2
Units: 122
Number Of Rooms: 0
Number Of Bed Rooms: 0
Number Of Full Baths: 0
Number Of Half Baths: 0
Condition: normal for age
Foundation Type:
1st Predominant Exterior:
2nd Predominant Exterior: N/A
Roof Style: 1
Roof Material:
Interior Wall:
Floor Finish:
Heating Type: 43344 sf
Central Air: N
Basement Garage Car #: 0
Fireplace: N
Building Description (Out Building and Yard Items) :

Extension 1 Dimensions

Finished Living Area: 43344 Sqft
Attic: 0 Sqft
Finished Attic: 0 Sqft
Basement: 0 Sqft
Finished Basement: 0 Sqft
Attached Garage: 0 Sqft
Detached Garage: 0 Sqft
Attached Carport: 0 Sqft
Enclosed Porch: 0 Sqft
Open Porch: 0 Sqft
Deck: 0 Sqft

Extension 2 Details

Extension Name: C13 - Bldg #2 (3) -2Sty.TH Apts.
Year Built: 1947
Stories: 2
Units: 122
Number Of Rooms: 0
Number Of Bed Rooms: 0
Number Of Full Baths: 0
Number Of Half Baths: 0
Condition: good for age
Foundation Type:
1st Predominant Exterior:
2nd Predominant Exterior: N/A
Roof Style: 1
Roof Material:
Interior Wall:
Floor Finish:
Heating Type: 11388 sf
Central Air: N
Basement Garage Car #: 0
Fireplace: N
Building Description (Out Building and Yard Items) :

Extension 2 Dimensions

Finished Living Area: 11388 Sqft
Attic: 0 Sqft
Finished Attic: 0 Sqft
Basement: 0 Sqft
Finished Basement: 0 Sqft
Attached Garage: 0 Sqft
Detached Garage: 0 Sqft
Attached Carport: 0 Sqft
Enclosed Porch: 0 Sqft
Open Porch: 0 Sqft
Deck: 0 Sqft

Extension 3 Details

Extension Name: C14 - Bldg #3 (8) -2Sty.TH Apts.
Year Built: 1947
Stories: 2
Units: 122
Number Of Rooms: 0
Number Of Bed Rooms: 0
Number Of Full Baths: 0
Number Of Half Baths: 0
Condition: good for age
Foundation Type:
1st Predominant Exterior:
2nd Predominant Exterior: N/A
Roof Style: 1
Roof Material:
Interior Wall:
Floor Finish:
Heating Type: 19200 sf
Central Air: N
Basement Garage Car #: 0
Fireplace: N
Building Description (Out Building and Yard Items) :

Extension 3 Dimensions

Finished Living Area: 19200 Sqft
Attic: 0 Sqft
Finished Attic: 0 Sqft
Basement: 0 Sqft
Finished Basement: 0 Sqft
Attached Garage: 0 Sqft
Detached Garage: 0 Sqft
Attached Carport: 0 Sqft
Enclosed Porch: 0 Sqft
Open Porch: 0 Sqft
Deck: 0 Sqft

Extension 4 Details

Extension Name: C15 - Bldg #4 (4)-2Sty.TH Apts.
Year Built: 1947
Stories: 2
Units: 122
Number Of Rooms: 0
Number Of Bed Rooms: 0
Number Of Full Baths: 0
Number Of Half Baths: 0
Condition: good for age
Foundation Type:
1st Predominant Exterior:

2nd Predominant Exterior: N/A**Roof Style:** 1**Roof Material:****Interior Wall:****Floor Finish:****Heating Type:** 12288 sf**Central Air:** N**Basement Garage Car #:** 0**Fireplace:** N**Building Description (Out Building and
Yard Items) :****Extension 4 Dimensions****Finished Living Area:** 12288 Sqft**Attic:** 0 Sqft**Finished Attic:** 0 Sqft**Basement:** 0 Sqft**Finished Basement:** 0 Sqft**Attached Garage:** 0 Sqft**Detached Garage:** 0 Sqft**Attached Carport:** 0 Sqft**Enclosed Porch:** 0 Sqft**Open Porch:** 0 Sqft**Deck:** 0 Sqft**Extension 5 Details****Extension Name:** C16 - Bldg #5 (1) - 2Sty.TH Apts.**Year Built:** 1947**Stories:** 2**Units:** 122**Number Of Rooms:** 0**Number Of Bed Rooms:** 0**Number Of Full Baths:** 0**Number Of Half Baths:** 0**Condition:** good for age**Foundation Type:****1st Predominant Exterior:****2nd Predominant Exterior:** N/A**Roof Style:** 1**Roof Material:****Interior Wall:****Floor Finish:****Heating Type:** 7768 sf**Central Air:** N**Basement Garage Car #:** 0**Fireplace:** N**Building Description (Out Building and
Yard Items) :****Extension 5 Dimensions****Finished Living Area:** 7768 Sqft**Attic:** 0 Sqft**Finished Attic:** 0 Sqft**Basement:** 0 Sqft**Finished Basement:** 0 Sqft**Attached Garage:** 0 Sqft**Detached Garage:** 0 Sqft**Attached Carport:** 0 Sqft**Enclosed Porch:** 0 Sqft**Open Porch:** 0 Sqft**Deck:** 0 Sqft

Property Images

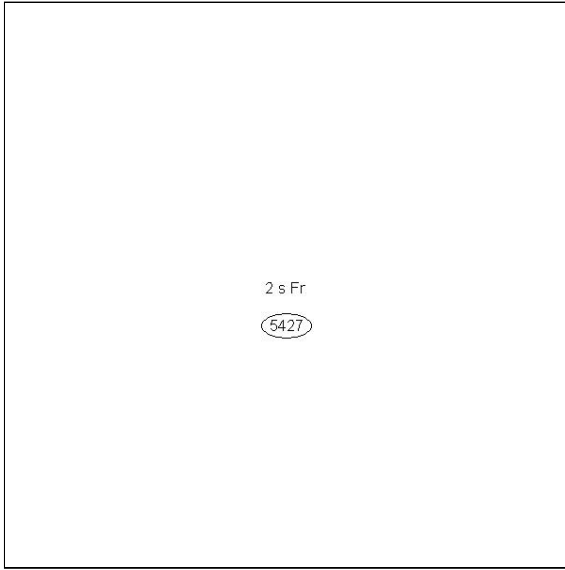
Name:S0071164001B Desc:C16



[Click here for Larger Image](#)

Sketch Images

Name:S0071164001B Desc:C01



F

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



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.

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.

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

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

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

Enterprise Green Communities - The development's design meets the criteria for 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: 

Date: 1/19/21

Printed Name: Stacey Smith

Resnet Provider Agency
Viridian

RESNET Rater
Signature 

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

Home Energy Rating Certificate

Projected Report

Rating Date: 2019-12-16

Registry ID:

Ekotrope ID: yL014V9d

HERS® Index Score:

341

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

-\$1,367

*Relative to an average U.S. home

Home:

3416 Maury Street
Richmond, VA 23224

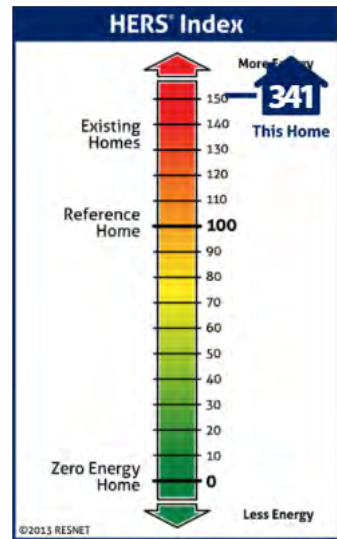
Builder:

VST Swansboro LLC

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	69.5
Cooling	6.3
Hot Water	8.1
Lights/Appliances	12.3
Service Charges	
Generation (e.g. Solar)	0.0
Total:	96.2

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Townhouse, end unit
Model:	N/A
Community:	Holly Springs
Conditioned Floor Area:	803 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 6.8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 10 SEER
Primary Water Heating:	Water Heater • Electric • 0.88 Energy Factor
House Tightness:	1922 CFM50 (15.96 ACH50)
Ventilation:	None
Duct Leakage to Outside:	700 CFM @ 25Pa (87.17 / 100 s.f.)
Above Grade Walls:	R-1
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.55, SHGC: 0.5
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

Digitally signed: 1/19/21 at 12:12 PM



Home Energy Rating Certificate

Projected Report

Rating Date: 2020-08-26

Registry ID:

Ekotrope ID: BdNnP5qd

HERS® Index Score:

137

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$180

*Relative to an average U.S. home

Home:

3416 Maury Street
Richmond, VA 23224

Builder:

VST Swansboro LLC

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	19.9
Cooling	3.4
Hot Water	6.8
Lights/Appliances	12.3
Service Charges	
Generation (e.g. Solar)	0.0
Total:	42.4

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

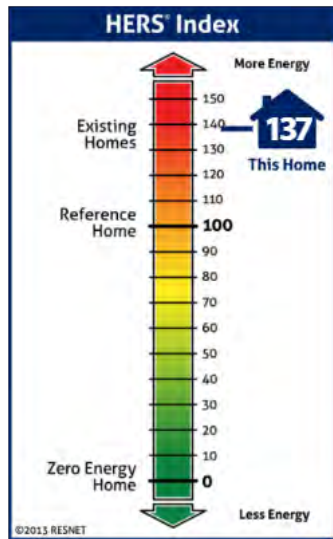
Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater

Digitally signed: 1/19/21 at 12:10 PM



Home Feature Summary:

Home Type:	Townhouse, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	803 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15.5 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	1922 CFM50 (15.96 ACH50)
Ventilation:	None
Duct Leakage to Outside:	20 CFM25 / 100 ft ²
Above Grade Walls:	R-1
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.55, SHGC: 0.5
Foundation Walls:	N/A

G

Zoning Certification Letter
(MANDATORY)



Zoning Certification

NOTE TO DEVELOPER: You are strongly encouraged to submit this certification to the appropriate local official **at least three weeks in advance of the application deadline** to ensure adequate time for review and approval.

General Instructions:

1. The Zoning Certification **must** be submitted on locality's letterhead or professional civil engineer's letterhead,
2. The Local Certification section **must** be completed by the appropriate local official or Civil Engineer,
3. The Engineer **must** be registered in the Commonwealth of Virginia.
4. 'Development Description' should be provided by the Owner.
5. 'Development Address should correspond to I.A.2 on page 1 of the application.
6. 'Legal Description' should correspond to the site control document in the application.
7. 'Proposed Improvements' should correspond with I.B & D and III.A of the application.
8. 'Other Descriptive Information' should correspond with information in the application.
9. Any change in this Certification may result in disqualification of the application.

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

Zoning Certification

DATE:

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

RE: ZONING CERTIFICATION

Name of Development: Village South Apartments
Name of Owner/Applicant: Village South Genesis LLC
Name of Seller/Current Owner: See attached (Exhibit A)

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:

3416 Maury St, Richmond, VA 23224
3448 1/2 Maury Street, Richmond, VA 23224
3600 & 3601 E Broad Rock Road, Richmond, VA 23224

Legal Description:

See Attached (Exhibit B)

Proposed Improvements:

<input type="checkbox"/> New Construction:	_____ # Units	_____ # Buildings	_____ Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	_____ # Units	_____ # Buildings	_____ Total Floor Area Sq. Ft.
<input checked="" type="checkbox"/> Rehabilitation:	<u>295</u> # Units	<u>40</u> # Buildings	<u>234,854</u> Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: R-48 allowing a density of 19.8 units per acre, and the following other applicable conditions: _____

Other Descriptive Information:
Village South Apartments will be acquiring three existing apartment complexes. All the renovation work will be done in compliance with VHDA LIHTC Program and National Park Service where applicable. Within 6 months of closing or by December 31s, 2019, the owner will install permanent enclosures around each dumpster to meet the City of Richmond Building Code and Zoning Requirements.

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.

William C. Davidson
Signature
William C. Davidson
Printed Name
Zoning Administrator
Title of Local Official or Civil Engineer
(804) 646-6353
Phone:
November 21, 2019
Date:

NOTES TO LOCALITY:

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.

Exhibit A

Address	Current Owner	Parcel ID #
3416 Maury Street, Richmond, VA 23224	Holly Springs & Associates LLP	S0071164001
334481/2 Maury Street, Richmond, VA 23224	South Gate Apartments LLC	S0071164002
3600 E Broad Rock Road, Richmond, VA 23224	Swansboro LLC	S0071063006
3601 E Broad Rock Road, Richmond, VA 23224	Swansboro LLC	S0002760006

Exhibit B

ALL that certain property, together with all improvements thereon and appurtenances thereto lying and being in the City of Richmond, Virginia, known to the City Tax Assessor as 3430-3456 Maury Street, and being more particularly described as follows:

BEGINNING at a rod on the south line of Maury Street, which rod is 650 feet west of the southwest intersection of Maury Street and Holly Spring Avenue; thence S. 34 degrees 12' 15" E. 150 feet to a rod; thence N. 43 degrees 47' 45" E. 50 feet to a rod in the west line of a 20 foot alley; thence along said alley S. 34 degrees 12' 15" E. 510 feet to a rod; thence S. 43 degrees 50' 30" W. 146.19 feet to a rod in the line of the Atlantic Coast Line Railroad right of way; thence along said Atlantic Coast Line Railroad right of way N. 59 degrees 00' 00" W. 661.90 feet to a rod; thence N. 43 degrees 47' 47" E. 380.02 feet (257.75 feet being along the present south line of Maury Street), to the point of beginning.

BEING the same real estate conveyed to Aircraft Southgate, L.L.C., a Virginia limited liability company, by deed from Richmond Investment Properties, a Virginia limited partnership, dated as of December 22, 2000, recorded December 29, 2000, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, as Instrument No. 00-30482.

File Number: U1020282

ALL those two parcels of land, lying in the City of Richmond, Virginia, at the intersection of Broad Rock Road and 36th Street and together known as the "Swansboro Apartments," and described as follows:

Parcel I:

ALL those certain lots, pieces or parcels of land, together with all the improvements thereon known as Nos. 705, 707, 709, 711, 713, 715, 717, 719, 721, and 723 East 36th Street (formerly known as 42nd) Street and Nos. 3601, 3603, 3605, 3607, 3609, 3611, 3613, and 3615 Broad Rock Road, lying and being in the City of Richmond, Virginia, formerly in the County of Chesterfield, Virginia, as shown on that certain plat of survey prepared by McKnight & Associates, P.C., dated March 28, 2002, revised April 24, 2002, and May 12, 2002, entitled, "Alta Survey Showing Improvements on No. 3601-3615 E. Broad Rock Road and No. 705-723 E. 36th Street in the City of Richmond, Virginia," a copy of which plat is attached to, made a part of, and recorded with the deed of trust recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia, as Instrument Number 02-0019450, to which plat reference is hereby made for a more particular description of the property hereby conveyed.

Parcel II:

ALL that certain piece or parcel of land, together with all the improvements thereon, known as Nos. 801, 803, 805, 807, 809, 811, 901, 903, 905, and 907 East 36th (formerly known as 42nd) Street and No. 3600 Broad Rock Road, as shown on that certain plat of survey prepared by McKnight & Associates, P.C., dated March 28, 2002, revised April 24, 2002, and May 12, 2002, entitled, "Alta Survey Showing Improvements on No. 3600 E. Broad Rock Road and 801-811, 901-907 E. 36th Street in the City of Richmond, Virginia," a copy of which plat is attached to, made a part of, and recorded with the deed of trust recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia, as Instrument Number 02-0019450, to which plat reference is hereby made for a more particular description of the property hereby conveyed.

Beginning at the point of intersection of the eastern boundary of the right of way line of Maury Street and the southern boundary of the right of way line of Holly Spring Avenue, thence continuing in an easterly direction along the southern boundary of the right of way line of Holly Spring Avenue S 35°01'00" E 71.12 feet to the point of intersection of the southern boundary of the right of way line of Holly Spring Avenue and the western boundary of the right of way line of Caulder Court;

Thence continuing in a southerly direction along the western boundary of the right of way line of Caulder Court the following fifteen (15) courses and distances:

- 1) along a curve to the right having a radius of 42.00 feet, a delta angle of 45°00'00" and an arc length of 37.70 feet to a point;
- 2) thence S 09°59'00" W 259.12 feet to a point;
- 3) thence along a curve to the right having a radius of 25.00 feet, a delta angle of 30°00'00" and an arc length of 13.09 feet to a point;
- 4) thence S 39°59'00" W 84.35 feet to a point;
- 5) thence along a curve to the left having a radius of 60.00 feet, a delta angle of 28°00'00" and an arc length of 39.10 feet to a point;
- 6) thence S 11°59'00" W 128.55 feet to a point;
- 7) thence along a curve to the left having a radius of 60.00 feet, a delta angle of 47°00'00" and an arc length of 49.22 feet to a point;
- 8) thence S 35°01'00" E 58.52 feet to a point;
- 9) along a curve to the left having a radius of 77.02 feet, a delta angle of 165°00'00" and an arc length of 221.80 feet to a point;
- 10) thence N 20°01'00" W 63.05 feet to a point;
- 11) thence along a curve to the right having a radius of 40.00 feet, a delta angle of 30°00'00" and an arc length of 20.95 feet to a point;
- 12) thence N 09°59'00" E 221.89 feet to a point;
- 13) thence along a curve to the right having a radius of 8.00 feet, a delta angle of 90°00'00" and an arc length of 12.57 feet to a point;
- 14) thence along a curve to the left having a radius of 115.00 feet, a delta angle of 45°00'00" and an arc length of 90.32 feet to a point;
- 15) thence along a curve to the right having a radius of 8.00 feet, a delta angle of 90°00'00" and an arc length of 12.57 feet to a point on the southern boundary of the right of way line of Holly Spring Avenue;

Thence continuing in an easterly direction along the southern boundary of the right of way line of Holly Spring Avenue S 35°01'00" E 292.94 feet to a point;

Thence leaving the southern boundary of the right of way line of Holly Spring Avenue in a southerly direction the following nine (9) courses and distances:

- 1) S 43°00'00" W 510.64 feet to a point;
- 2) thence along a curve to the right having a radius of 30.00 feet, a delta angle of 70°31'40" and an arc length of 36.93 feet to a point;
- 3) thence along a curve to the left having a radius of 30.00 feet, a delta angle of 39°04'20" and an arc length of 20.46 feet to a point;
- 4) thence along a curve to the right having a radius of 30.00 feet, a delta angle of 70°31'40" and an arc length of 36.93 feet to a point;
- 5) thence N 35°01'00" W 435.62 feet to a point;
- 6) thence along a curve to the right having a radius of 10.00 feet, a delta angle of 78°01'00" and an arc length of 13.62 feet to a point;
- 7) thence N 43°00'00" E 249.51 feet to a point;
- 8) thence along a curve to the left having a radius of 30.00 feet, a delta angle of 90°00'00" and an arc length of 47.12 feet to a point;
- 9) thence N 47°00'00" W 94.00 feet to a point on the eastern boundary of the right of way line of Maury Street;

Thence continuing in a northerly direction along the eastern boundary of the right of way line of Maury Street N 43°00'00" E 318.26 feet to a point, said point being the Point and Place of Beginning for Parcel 1, containing 5.782 Acres, more or less.

Beginning at the point of intersection of the eastern boundary of the right of way line of Maury Street and the southern boundary of the right of way line of Holly Spring Avenue, thence continuing in an easterly direction along the southern boundary of the right of way line of Holly Spring Avenue S 35°01'00" E 71.12 feet to the point of intersection of the southern boundary of the right of way line of Holly Spring Avenue and the western boundary of the right of way line of Caulder Court;

Thence continuing in a southerly direction along the western boundary of the right of way line of Caulder Court the following five (5) courses and distances:

- 1) along a curve to the right having a radius of 40.00 feet, a delta angle of 45°00'00" and an arc length of 37.70 feet to a point;
- 2) thence S 09°59'00" W 259.12 feet to a point;
- 3) thence along a curve to the right having a radius of 25.00 feet, a delta angle of 30°00'00" and an arc length of 13.09 feet to a point;
- 4) thence S 39°59'00" W 84.35 feet to a point;
- 5) thence along a curve to the left having a radius of 80.00 feet, a delta angle of 28°00'00" and an arc length of 39.10 feet to a point;

Thence leaving the western boundary of the right of way line of Caulder Court in a westerly direction S 78°01'00" E 30.00 feet to a point on the perimeter of an island within the right of way of Caulder Court, said point being the Actual Point and Place of Beginning for Parcel 3;

Thence continuing in a clockwise direction around the perimeter of said island within the right of way of Caulder Court the following ten (10) courses and distances:

- 1) along a curve to the right having a radius of 30.00 feet, a delta angle of 28°00'00" and an arc length of 14.66 feet to a point;
- 2) thence N 39°59'00" E 47.13 feet to a point;
- 3) thence along a curve to the right having a radius of 10.00 feet, a delta angle of 150°00'00" and an arc length of 26.18 feet to a point;
- 4) thence S 09°59'00" W 110.47 feet to a point;
- 5) thence along a curve to the left having a radius of 80.00 feet, a delta angle of 30°00'00" and an arc length of 41.89 feet to a point;
- 6) thence S 20°01'00" E 50.75 feet to a point;
- 7) thence along a curve to the right having a radius of 27.02 feet, a delta angle of 165°00'00" and an arc length of 77.91 feet to a point;
- 8) thence N 35°01'00" W 58.52 feet to a point;
- 9) thence along a curve to the right having a radius of 10.00 feet, a delta angle of 47°00'00" and an arc length of 8.20 feet to a point;
- 10) thence N 11°59'00" E 128.55 feet to a point, said point being the Point and Place of Beginning for Parcel 3, containing 0.281 Acres, more or less.

Beginning at a point on the southern boundary of the right of way line of Holly Spring Avenue, said point being 223.45 feet east of the intersection of the eastern boundary of the right of way line of Maury Street and the southern boundary of the right of way line of Holly Spring Avenue, thence continuing in an easterly direction along the southern boundary of the right of way line of Holly Spring Avenue S 35°01'00" E 87.00 feet to the point of intersection of the southern boundary of the right of way line of Holly Spring Avenue and the western boundary of the right of way line of a 20 foot alley;

Thence continuing in a southerly direction along the western boundary of the right of way line of a 20 foot alley the following five (5) courses and distances:

- 1) along a curve to the right having a radius of 8.00 feet, a delta angle of 90°00'00" and an arc length of 12.57 feet to a point;
- 2) thence along a curve to the right having a radius of 95.00 feet, a delta angle of 45°00'00" and an arc length of 74.61 feet to a point;
- 3) thence along a curve to the right having a radius of 8.00 feet, a delta angle of 90°00'00" and an arc length of 12.57 feet to a point;
- 4) thence N 9°59'00" E 87.00 feet to a point;
- 5) thence along a curve to the right having a radius of 8.00 feet, a delta angle of 135°00'00" and an arc length of 18.84 feet to a point, said point being the Point and Place of Beginning for Parcel 4, containing 0.117 Acres, more or less.

Beginning at a point on the eastern boundary of the right of way line of Maury Street, said point being 338.26 feet south of the intersection of the eastern boundary of the right of way line of Maury Street and the southern boundary of the right of way line of Holly Spring Avenue, thence leaving the eastern boundary of the right of way line of Maury Street in an easterly direction the following five (5) courses and distances:

- 1) S 47°00'00" E 94.00 feet to a point;
- 2) thence along a curve to the right having a radius of 10.00 feet, a delta angle of 90°00'00" and an arc length of 15.71 feet to point;
- 3) thence S 43°00'00" W 241.02 feet to a point;
- 4) thence along a curve to the right having a radius of 10.00 feet, a delta angle of 101°59'00" and an arc length of 17.80 feet to point;
- 5) thence N 35°01'00" W 93.97 feet to a point on the eastern boundary of the right of way line of Maury Street;

Thence continuing in a northerly direction along the eastern boundary of the right of way line of Maury Street N 43°00'00" E 241.29 feet to a point, said point being the Point and Place of Beginning for Parcel 2, containing 0.601 Acres, more or less.

H

Attorney's Opinion
(MANDATORY)

July 31, 2020

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

RE: 2020 Tax Credit Reservation Request
Name of Development: Holly Springs Apartments
Name of Owner: VST Holly Springs LLC

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated July 31, 2020 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section 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. 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.
3. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
4. It is more likely than not that the representations made in 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.
5. 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.

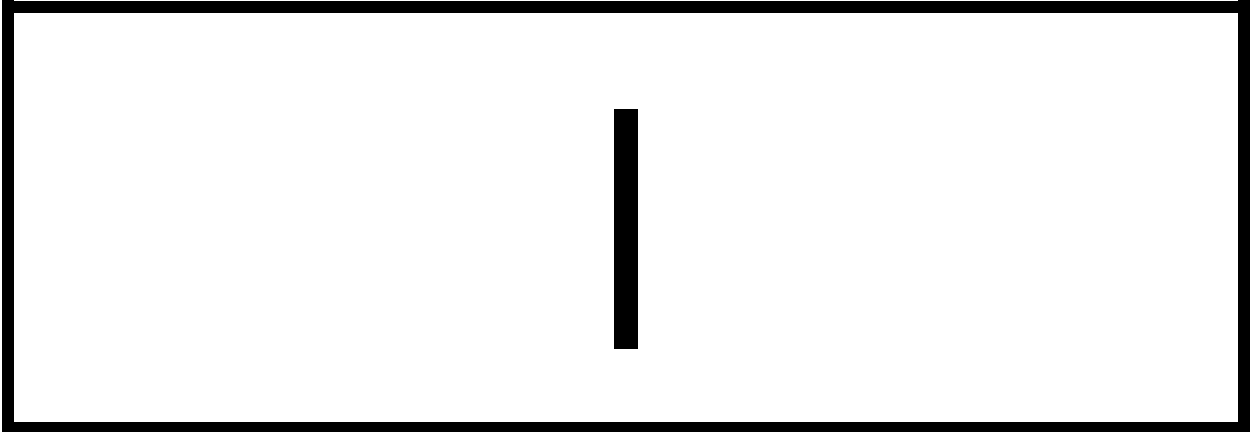
Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code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

SRH LAW PLLC

By: SRH Law PLLC
Its: Principal



Nonprofit Questionnaire

(MANDATORY for points or pool)

J

Relocation Plan

(MANDATORY, if tenants are displaced)



*101 W. Commerce Road, 2nd Floor
Richmond, VA 23224
804-230-1220 Fax 804-230-7220*

Village South Apartments Tenant Relocation Plan

July 1, 2020

Dear Resident,

We are excited to announce that VST Holly Springs LLC will be purchasing The Holly Springs Apartments. The new owners have an extensive renovation plan for the property. This document serves as an outline of the upcoming renovation and the impact it will have on the residents. Further notices will be sent out before the construction starts.

1. Management Company Contact Information
 - a. Property Management Company: Genesis Properties
 - b. Contact: Monica Johnson, Property Manager
 - c. Address: 801 Holly Springs Ave, Richmond, VA 23224
 - d. Phone: 804-230-4004
 - e. Email: monicajohnson@genesisproperties.com

2. Scope of Work:
 - a. The construction at Village South Apartments is planned to start on February 1, 2021 and be completed in December 2022. The new owner is purchasing the property and has planned significant upgrades using the Virginia 4% Low-Income Housing Tax Credit in conjunction with Tax-Exempt Bonds issued by RRHA. The funds will be used to renovate the existing complex in three ways: upgrading individual units, creating new property amenities, and addressing any and all structural and civil deficiencies. The owner has commissioned Johannas Design Group based in Richmond, VA, as the project architect. The project will be completed in phases to minimize the impact on the residents. Below is an overview of the work that is going to be completed.

General:

- b. Regrading and redesign of site at all areas not draining properly
- c. Repair of all damaged siding

- d. Repair of all damaged sidewalks
- e. New, comprehensive landscaping plan
- f. New roof and gutters for each building
- g. Fixing any and all structural issues

In Each Unit:

- a. New high-efficiency HVAC systems (new heat pump, air handler, thermostat, and grilles)
- b. New hot water heater.
- c. Installation of washer and dryer hookups, located in closets, with dedicated plumbing and direct vents
- d. Finishing the wood floors and replace the carpet with new Luxury vinyl tile.
- e. All new painting throughout
- f. All new hardware
- g. New kitchens, including a new stove, new dishwasher, new refrigerator, new disposal new cabinets, countertops, sink and faucet
- h. New receptacles as necessary
- i. New bathrooms, including new bathroom fixtures, sinks, vanities, toilets, and bathroom accessories
- j. Replacement of doors and windows as necessary

3. Impact on Occupied units:

- a. The developer and contractor will take proactive steps to minimize the impact on residents. The project will be completed in phases to limit the number of residents who will have to be relocated at one time. The developer and contractor will limit exposure to tenants on the property by confining work only to buildings which have been cleared of tenants in advance, using proper notice. The owner will follow the VHDA Tax Credit Manual regulations for any and all required tenant notices. Tenants will be temporarily relocated to another unit or apartment complex if they choose, until the work is complete. All noise ordinances from the City of Richmond will be followed in the process. If any of the tenants have special situations that need to be addressed, the management team will work closely with them to ensure a smooth transition.

4. Projected Rent schedule post-renovation

- a. 2 BR: \$749 - \$800
- b. Note: all units will require income verification for tenants to make less than or equal to 50% of Richmond VA MSA AMI.

5. Advisory services

- a. Please see property management for any questions or concerns about the renovation. The property management team will work with you as best as possible to ensure a smooth transition. Any and all documentation related to the tenant's relocation will be kept in the tenant's file. Genesis Properties will offer a Tenant Advisory Services to any tenant who made need assistance throughout the process. Examples of Advisory Services include:

- i. Providing referrals for tenants to replacement properties.
 - ii. Relocating tenants to other properties managed by Genesis Properties.
 - iii. Provide appropriate counseling for tenants who are unable to read and understand notices.
 - iv. Provide contact information for questions and access to phone if needed to make contact.
6. Estimated reimbursements per unit, per month:
 - a. Rental voucher of \$815
 - b. Moving Reimbursement of \$250.00
7. Construction Schedule / Phasing
 - a. The project is going to be completed in phases over a two-year period. The construction will start at Holly Springs, then move to South Gate, and finish at Swansboro. Each phase will consist of 30-40 units and take 90 days to complete. Due to the expansive scope of work, the units will have to be vacated by the tenant. Current residents will need to relocate during the construction.

Ninety days before construction starts in each phase, the property manager will send out notices to residents to let them know about the upcoming construction and the impact it will have. The tenant will have three options: locate to another unit inside the community, temporarily relocate outside the community until their apartment is renovated and move back into their original apartment, or permanently move to another apartment community. The first priority is to work with current residents to locate them inside the community to a vacant unit. If the tenant does not want to relocate inside the community, then their lease will be terminated. If tenants do decide to relocate to another apartment community than the property manager will provide any necessary tenant advisory services to assist in the process. The goal throughout the process is to work with each resident and be accommodating as possible.

K

Documentation of
Development Location:

K.1

Revitalization Area
Certification

Tab K.1 Revitalization Area Certification Information



Revitalization Area

General Instructions

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

Designation

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

1. The development is located in a Qualified Census Tract, as defined by HUD.
2. The development is located in a census tract wherein 70% or more of the families have incomes which are \leq 80% statewide median income. **NOTE:** these census tracts are included in the definition of targeted area for single-family lending purpose, but do not include ACEDS.
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries.
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone.
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below.

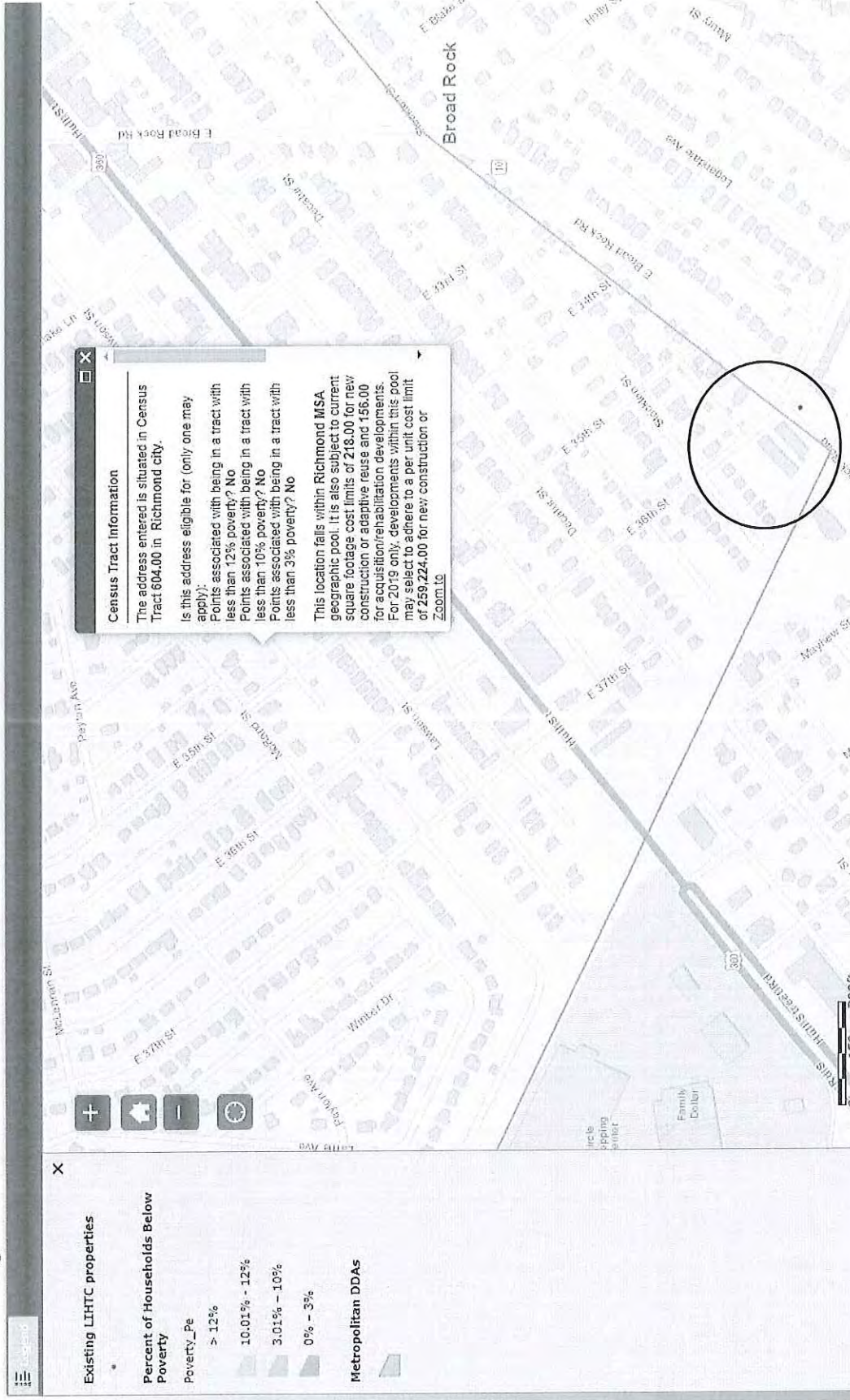
*The above-referenced development is located in a Revitalization Area in the Town/City/County of _____, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities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

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

2019 IRS SECTION 42(d)(5)(B) QUALIFIED CENSUS TRACTS
 (2010 Census and 2010-2014, 2011-2015 and 2012-2016 American Community Survey (ACS) Data; OMB Metropolitan Area Definitions, July 15, 2015)

METROPOLITAN AREA: Racine, WI MSA		TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
COUNTY OR COUNTY EQUIVALENT		TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Racine County		1.00	3.00	4.00	5.00	10.01	12.01	13.02											
METROPOLITAN AREA: Raleigh, NC MSA		TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
COUNTY OR COUNTY EQUIVALENT		TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Franklin County		601.00	602.00	603.01	603.02	604.02	608.01												
Johnston County		401.00	402.01	403.01	403.02	404.00	406.00	407.00	408.00	412.01	412.02	413.00							
Wake County		505.00	506.00	507.00	508.00	509.00	511.01	511.02	512.00	514.00	519.00	520.02							
		521.01	521.02	523.01	523.02	524.04	524.06	524.07	524.08	524.09	527.04	535.19							
		540.18	545.00																
METROPOLITAN AREA: Rapid City, SD MSA		TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
COUNTY OR COUNTY EQUIVALENT		TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Pennington County		102.00	103.00	104.00	105.00	115.00													
METROPOLITAN AREA: Reading, PA MSA		TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
COUNTY OR COUNTY EQUIVALENT		TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Berks County		1.00	2.00	3.00	4.00	5.00	7.00	8.00	9.00	10.00	11.00	12.00	13.00						
		14.00	15.00	16.00	17.00	18.00	19.00	20.00	21.00	22.00	23.00	25.00	26.00						
METROPOLITAN AREA: Redding, CA MSA		TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
COUNTY OR COUNTY EQUIVALENT		TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Shasta County		101.00	102.00	104.00	107.04	112.09	117.02	120.00	121.02	123.01	125.00								
METROPOLITAN AREA: Reno, NV MSA		TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
COUNTY OR COUNTY EQUIVALENT		TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Washoe County		1.01	1.02	2.01	2.02	7.00	9.00	10.08	10.09	14.00	15.02	17.01	18.01						
		18.02	19.01	19.02	21.07	22.11	22.12	26.11	27.03	27.04	27.04	27.04	27.04	27.04	27.04	27.04	27.04	27.04	27.04
METROPOLITAN AREA: Richmond, VA MSA		TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
COUNTY OR COUNTY EQUIVALENT		TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Chesterfield County		1001.07	1003.00	1004.04	1004.05	1004.06	1008.06												
Dinwiddie County		8404.00																	
Henrico County		2004.10	2004.12	2007.00	2008.04	2008.05	2010.02	2010.03	2011.01	2014.01									
Sussex County		8701.00	8703.00	8704.00															
Hopewell city		8201.00	8203.00	8206.00	8207.00														
Petersburg city		8101.00	8103.00	8104.00	8105.00	8106.00	8107.00	8112.00	8113.00										
Richmond city		103.00	107.00	108.00	109.00	110.00	111.00	201.00	202.00	203.00	204.00	207.00	209.00						
		210.00	211.00	212.00	301.00	302.00	305.00	402.00	403.00	404.00	411.00	412.00	413.00						
		602.00	604.00	607.00	608.00	609.00	610.00	706.01	706.02	707.00	708.01	709.00	710.01						
		710.02																	

2019 Virginia LIHTC Reference Map



Census Tract Information

The address entered is situated in Census Tract 604.00 in Richmond city.

Is this address eligible for (only) one may apply):

- Points associated with being in a tract with less than 12% poverty? **NO**
- Points associated with being in a tract with less than 10% poverty? **NO**
- Points associated with being in a tract with less than 3% poverty? **NO**

This location falls within Richmond MSA geographic pool. It is also subject to current square footage cost limits of 218,000 for new construction or adaptive reuse and 156,000 for acquisition/rehabilitation developments. For 2019 only, developments within this pool may select to adhere to a per unit cost limit of 259,224.00 for new construction or Zoom to

2019 Virginia LIHTC Reference Map

Legend

Existing LIHTC properties

Percent of Households Below Poverty

- Poverty_Pe > 12%
- 10.01% - 12%
- 3.01% - 10%
- 0% - 3%

Metropolitan DDAs

Print

Basemap

Census Tract Information

The address entered is situated in Census Tract 604.00 in Richmond city.

Is this address eligible for (only one may apply):

- Points associated with being in a tract with less than 12% poverty? No
- Points associated with being in a tract with less than 10% poverty? No
- Points associated with being in a tract with less than 3% poverty? No

Location falls within Richmond MSA geographic pool. It is also subject to current square footage cost limits of 218,000 for new construction or adaptive reuse and 166,000 for acquisition/rehabilitation developments. For 2015 only, current cost limit of 299,224,000 for new construction or adaptive reuse and 199,972,000 for acquisition/rehabilitation.

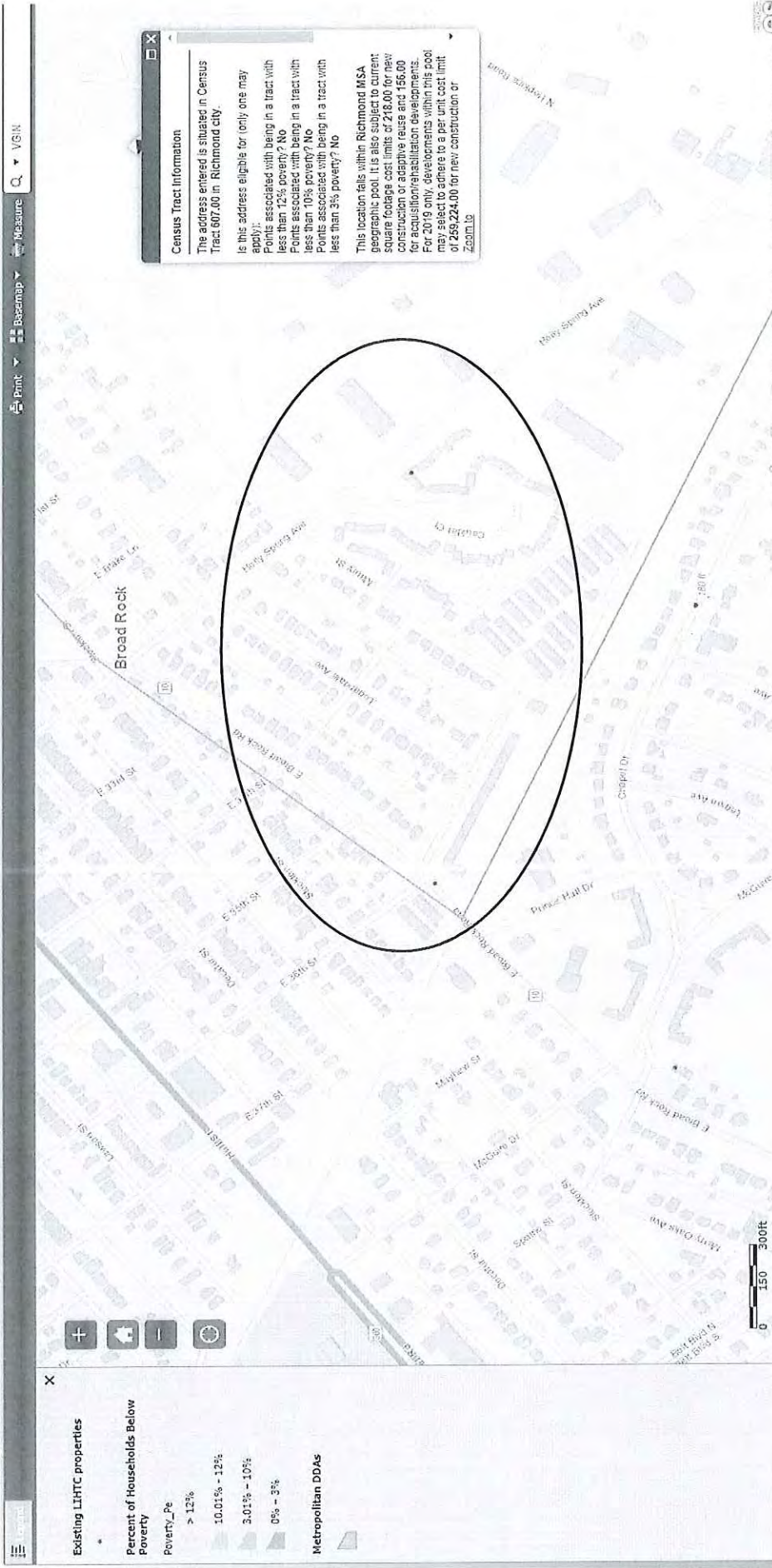
Additional information regarding this site:

- Is it located within the New Construction pool? No
- Is it located within a non-metropolitan Difficult to Develop Area (DDA)? No
- Is it located in Congressional District: 4
- Is it located in Planning District: 15
- Is it located in State Senate District: 16
- Is it located in State House District: 69

Revitalization Reference

- Is it located within a Qualified Census Tract (QCT)? Yes
- Is it located within a tract where 70% or more of families have incomes which are 80% or less of statewide median income? Yes

2019 Virginia LIHTC Reference Map



2019 Virginia LIHTC Reference Map

Print Basemap

North

Existing LIHTC properties

- Percent of Households Below Poverty
- Poverty_Pe > 12%
- 10.01% - 12%
- 3.01% - 10%
- 0% - 3%

Metropolitan DDAs

Census Tract Information

The address entered is situated in Census Tract 607.00 in Richmond city.

Is this address eligible for (only one may apply):

- Points associated with being in a tract with less than 12% poverty? No
- Points associated with being in a tract with less than 10% poverty? No
- Points associated with being in a tract with less than 3% poverty? No

This location falls within Richmond MSA geographic pool. It is also subject to current square footage cost limits of 218.00 for new construction or adaptive reuse and 156.00 for acquisition/rehabilitation developments. For 2019 only, unit cost limit of 259,224.00 for new construction or adaptive reuse and 199,972.00 for acquisition/rehabilitation.

Additional information regarding this site:

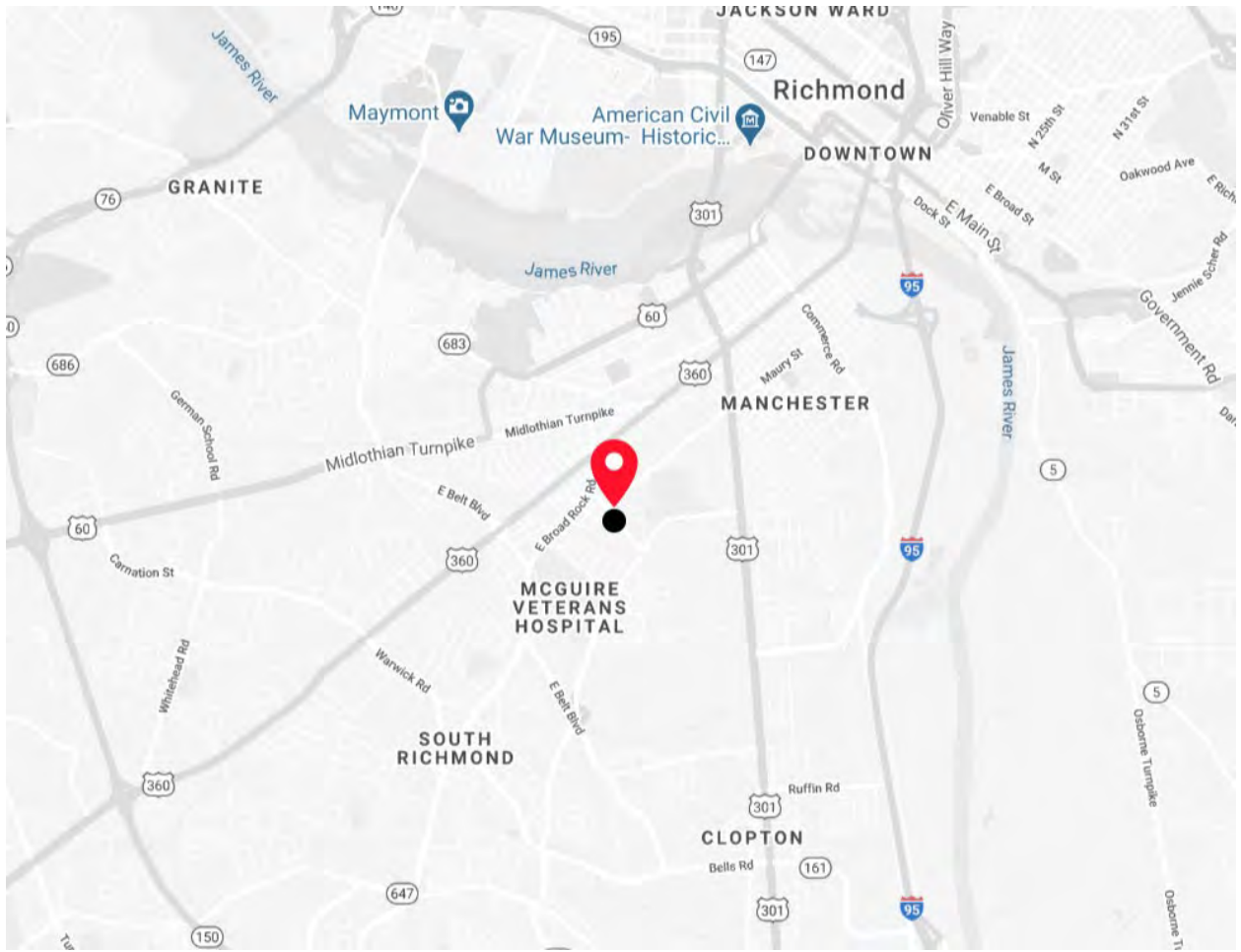
- Is it located within the New Construction pool? No
- Is it located within a non-metropolitan Difficult to Develop Area (DDA)? No
- It is located in Congressional District: 4
- It is located in Planning District: 15
- It is located in State Senate District: 16
- It is located in State House District: 69

Revitalization Reference

- Is it located within a Qualified Census Tract (QCT)? Yes
- Is it located within a tract where 70% or more of families have incomes which are 80% or less of statewide median income? Yes

K.2

Location Map



Census Tract Information

The address entered is situated in Census Tract **607** in **Richmond city**.

Is this address eligible for (only one may apply):

Points associated with being in a tract with less than 12% poverty? **No**

Points associated with being in a tract with less than 10% poverty? **No**

Points associated with being in a tract with less than 3% poverty? **No**

The tract's poverty is **34.80%**

This location falls within **Richmond MSA** geographic pool. It is also subject to current square footage cost limits of **\$229.00** for new construction developments.

Additional information regarding this site:

Is it located within the New Construction pool? **No**

Is it located within a non-metropolitan Difficult to Develop Area (DDA)? **No**

It is located in Congressional District: **04**

It is located in Planning District: **15**

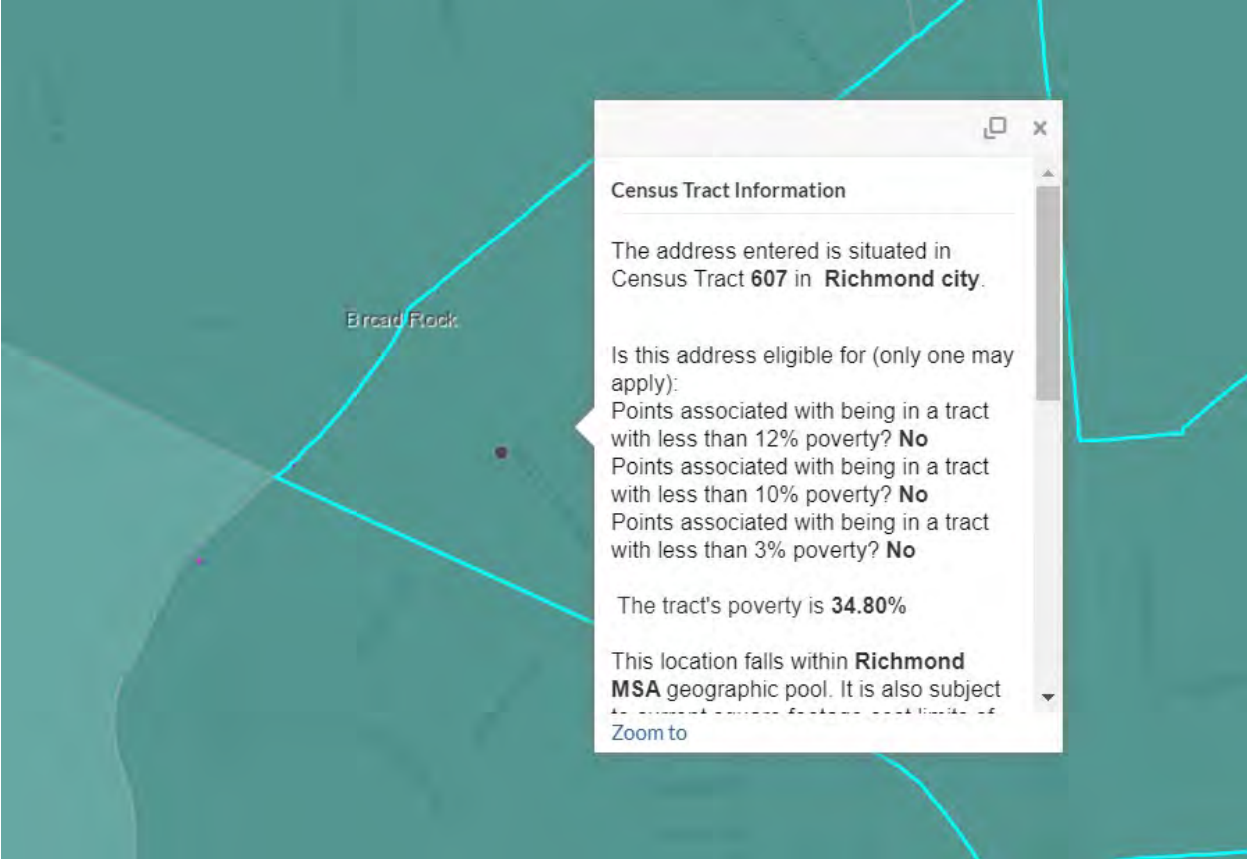
It is located in State Senate District: **16**

It is located in State House District: **69**

Revitalization Reference

Is it located within a Qualified Census Tract (QCT)? **Yes**

Is it located within a tract where 70% or more of families have incomes which are 80% or less of statewide median income? **Yes**



Census Tract Information

The address entered is situated in Census Tract **607** in **Richmond city**.

Is this address eligible for (only one may apply):

Points associated with being in a tract with less than 12% poverty? **No**

Points associated with being in a tract with less than 10% poverty? **No**

Points associated with being in a tract with less than 3% poverty? **No**

The tract's poverty is **34.80%**

This location falls within **Richmond MSA** geographic pool. It is also subject to... features outside of Zoom to

- LIHTC Mapping Tool
- QCTs and DDAs
- **Novogradac DDA and QCT Mapping Tool**
- LIHTC Pricing Trends
- Applicable Federal Rates
- Tax Credit Percentages
- Monthly Bond Factor Amounts
- Utility Allowances
- Interest Rates for Tax Credit Recapture
- Annual LIHTC Utilization Charts
- GSE Reform

Legislation and Court Rulings

Research and Resources

Related Programs





Working Group

 My Account



Key

2019-2020 QCT and DDA Changes

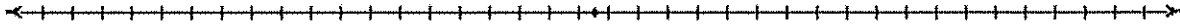
	Lost QCT Designation		Lost DDA Designation
	Remained QCT		Remained DDA

K.3

Surveyor's Certification of
Proximity to Public
Transportation



201 Twinridge Lane
North Chesterfield, Virginia 23235
804-320-2646 Office



Surveyor's Certification of Proximity to Transportation

DATE: 7-10-2020

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

RE: 2019 Tax Credit Reservation Request

Name of Development: 3416 Maury Street

Name of Owner: VST Holly Springs LLC

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.

McKnight & Associates P.C.

Firm Name

By: 

Its: President

Title



L

PHA/Section 8 Notification
Letter



PHA or Section 8 Notification Letter

Development Name: Village South Apartments

Tracking #: 2019-TEB-149

If you have any questions, please call the Tax Credit Department at (804) 343-5518.

General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have project based Section 8 or project based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to I.A.2 on page 1 of the Application.
4. 'Proposed Improvements' should correspond with I.B & D and III.A of the Application.
5. 'Proposed Rents' should correspond with VII.C of the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.



PHA or Section 8 Notification Letter

DATE: 11/13/2019

TO: Damon Duncan
Chief Executive Officer
RRHA

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Village South Apartments
Name of Owner: Village South Genesis LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from the Virginia Housing Development Authority (VHDA). We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on 12/1/2020 (date).

The following is a brief description of the proposed development:

Development Address:
See Exhibit A

Proposed Improvements:

<input type="checkbox"/> New Constr.:	_____ # units	_____ # Bldgs
<input type="checkbox"/> Adaptive Reuse:	_____ # units	_____ # Bldgs
<input checked="" type="checkbox"/> Rehabilitation:	<u>295</u> # units	<u>40</u> # Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ _____ / month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>700</u> / month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>\$749 - \$800</u> / month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>1,000</u> / month
<input type="checkbox"/> 4 Bedroom Units:	\$ _____ / month

Other Descriptive Information:

Village South Genesis LLC will be acquiring three existing apartment complexes. The owner seeks to fully renovate the interior of each unit and the exterior of each building. All the renovation work will be completed in compliance with the VHDA LIHTC Program and VHDA Minimum Design Standards.

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (804)977-0765.

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

Sincerely yours,

Gray Gilchrist

Name

Development Project Manager

Title

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

Seen and Acknowledged By: 

Printed Name: Damon E. Duncan

Title: CEO

Phone: 804-780-4023

Date: 11/19/19

Exhibit A

Address	Current Owner	Parcel ID #
3416 Maury Street, Richmond, VA 23224	Holly Springs & Associates LLP	S0071164001
334481/2 Maury Street, Richmond, VA 23224	South Gate Apartments LLC	S0071164002
3600 E Broad Rock Road, Richmond, VA 23224	Swansboro LLC	S0071063006
3601 E Broad Rock Road, Richmond, VA 23224	Swansboro LLC	S0002760006

M

Locality CEO Response
Letter

City of Richmond



CHIEF ADMINISTRATIVE OFFICE

"SIC ITUR AD ASTRA"
SUCH IS THE WAY TO THE STARS

November 22, 2019

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

VHDA Tracking Number: TBD
Name of Development: Village South Apartments
Name of Owner/Applicant: Village South Genesis LLC

The construction or rehabilitation of Village South Apartments and the allocation of federal housing tax credits available under IRC Section 42 for that development will help meet the housing needs and priorities of the City of Richmond. Accordingly, the City of Richmond supports the allocation of federal housing tax credits requested by Village South Genesis LLC for that development.

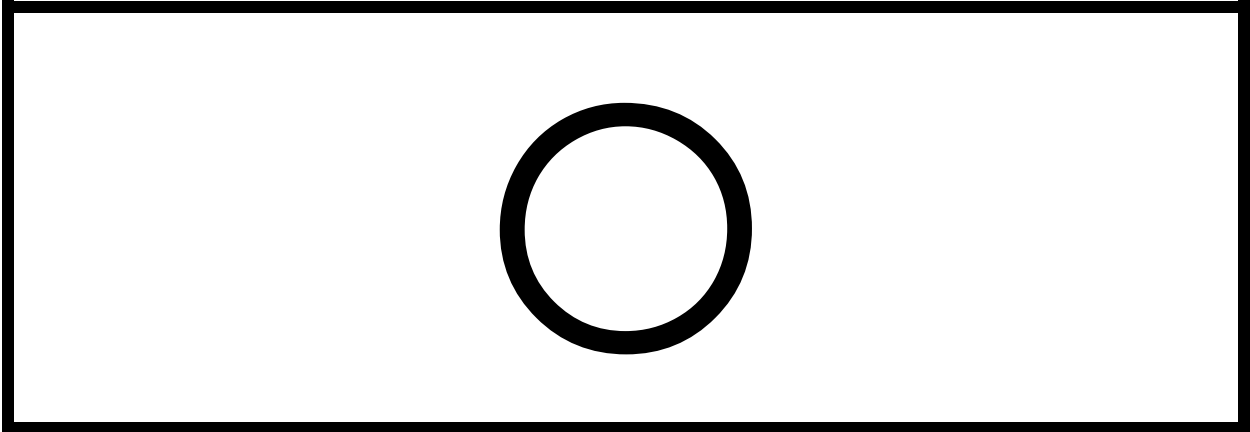
Sincerely,

Lenora G. Reid
Acting Chief Administrative Officer

2019

N

Homeownership Plan



Plan of Development
Certification Letter

Tab O. Plan of Development Certification



Plan of Development Certification

NOTE TO DEVELOPER: You are strongly encouraged to submit this certification to the appropriate local official at least three weeks in advance of the application deadline to ensure adequate time for review and approval.

General Instructions

1. This Letter must be submitted under the Locality's Letterhead
2. 'Local Certification' section must be completed by the appropriate local official
3. 'Development Description' must be provided by the Owner
4. 'Development Address' should correspond to I.A.2 on page 1 of the Application
5. 'Legal Description' should correspond to the site control document in the application
6. 'Proposed Improvements' should correspond with I.B & D and III.A of the application
7. 'Other Descriptive Information' should correspond with information in the application

Any change in this form may result in a **reduction of points** under the scoring system.

If you have any questions, please call the Tax Credit Allocation Department (804) 343-5518.



CITY OF RICHMOND

DEPARTMENT OF
PLANNING AND DEVELOPMENT REVIEW
ZONING ADMINISTRATION

Plan of Development Certification

DATE: 11/13/2019

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

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development:	<u>Village South Apartments</u>
Name of Owner/Applicant:	<u>Village South Genesis LLC</u>
Name of Seller/Current Owner:	<u>See Exhibit A</u>

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

DEVELOPMENT DESCRIPTION:

Development Address:

See Exhibit A

Legal Description:

See Exhibit B

Plan of Development Number: 2019-TEB-149

Proposed Improvements:

<input type="checkbox"/> New Construction:	_____ # Units	_____ # Buildings	_____ Total Floor Area
<input type="checkbox"/> Adaptive Reuse:	_____ # Units	_____ # Buildings	_____ Total Floor Area
<input checked="" type="checkbox"/> Rehabilitation:	295 # Units	40 # Buildings	234,854 Total Floor Area

Other Descriptive Information:


This is an existing apartment complex that is going to undergo a renovation. All renovation work will comply with the VHDA LIHTC Minimum Design Program.

LOCAL CERTIFICATION:

Check one of the following as appropriate:

- The proposed development described above has an approved final plan of development or site plan (as applicable to the site). No further plan of development or site plan approval is required before issuance of a building permit.
- The proposed development is an existing development with proposed renovations and no additional plan of development approval is needed.

The above plan of development approval is in effect until: N/A

Signed: 
Printed Name: William Davidson
Title: Zoning Administrator
Phone: 804-646-6353
Date: November 21, 2019

NOTES TO LOCALITY:

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in a reduction of points under the scoring system. If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.

Exhibit A

Address	Current Owner	Parcel ID #
3416 Maury Street, Richmond, VA 23224	Holly Springs & Associates LLP	S0071164001
334481/2 Maury Street, Richmond, VA 23224	South Gate Apartments LLC	S0071164002
3600 E Broad Rock Road, Richmond, VA 23224	Swansboro LLC	S0071063006
3601 E Broad Rock Road, Richmond, VA 23224	Swansboro LLC	S0002760006

Exhibit B

ALL that certain property, together with all improvements thereon and appurtenances thereto lying and being in the City of Richmond, Virginia, known to the City Tax Assessor as 3430-3456 Maury Street, and being more particularly described as follows:

BEGINNING at a rod on the south line of Maury Street, which rod is 650 feet west of the southwest intersection of Maury Street and Holly Spring Avenue; thence S. 34 degrees 12' 15" E. 150 feet to a rod; thence N. 43 degrees 47' 45" E. 50 feet to a rod in the west line of a 20 foot alley; thence along said alley S. 34 degrees 12' 15" E. 510 feet to a rod; thence S. 43 degrees 50' 30" W. 146.19 feet to a rod in the line of the Atlantic Coast Line Railroad right of way; thence along said Atlantic Coast Line Railroad right of way N. 59 degrees 00' 00" W. 661.90 feet to a rod; thence N. 43 degrees 47' 47" E. 380.02 feet (257.75 feet being along the present south line of Maury Street), to the point of beginning.

BEING the same real estate conveyed to Artercraft Southgate, L.L.C., a Virginia limited liability company, by deed from Richmond Investment Properties, a Virginia limited partnership, dated as of December 22, 2000, recorded December 29, 2000, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, as Instrument No. 00-30482.

File Number: U1020282

ALL those two parcels of land, lying in the City of Richmond, Virginia, at the intersection of Broad Rock Road and 36th Street and together known as the "Swansboro Apartments," and described as follows:

Parcel I:

ALL those certain lots, pieces or parcels of land, together with all the improvements thereon known as Nos. 705, 707, 709, 711, 713, 715, 717, 719, 721, and 723 East 36th Street (formerly known as 42nd) Street and Nos. 3601, 3603, 3605, 3607, 3609, 3611, 3613, and 3615 Broad Rock Road, lying and being in the City of Richmond, Virginia, formerly in the County of Chesterfield, Virginia, as shown on that certain plat of survey prepared by McKnight & Associates, P.C., dated March 28, 2002, revised April 24, 2002, and May 12, 2002, entitled, "Alta Survey Showing Improvements on No. 3601-3615 E. Broad Rock Road and No. 705-723 E. 36th Street in the City of Richmond, Virginia," a copy of which plat is attached to, made a part of, and recorded with the deed of trust recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia, as Instrument Number 02-0019450, to which plat reference is hereby made for a more particular description of the property hereby conveyed.

Parcel II:

ALL that certain piece or parcel of land, together with all the improvements thereon, known as Nos. 801, 803, 805, 807, 809, 811, 901, 903, 905, and 907 East 36th (formerly known as 42nd) Street and No. 3600 Broad Rock Road, as shown on that certain plat of survey prepared by McKnight & Associates, P.C., dated March 28, 2002, revised April 24, 2002, and May 12, 2002, entitled, "Alta Survey Showing Improvements on No. 3600 E. Broad Rock Road and 801-811, 901-907 E. 36th Street in the City of Richmond, Virginia," a copy of which plat is attached to, made a part of, and recorded with the deed of trust recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia, as Instrument Number 02-0019450, to which plat reference is hereby made for a more particular description of the property hereby conveyed.

Beginning at the point of intersection of the eastern boundary of the right of way line of Maury Street and the southern boundary of the right of way line of Holly Spring Avenue, thence continuing in an easterly direction along the southern boundary of the right of way line of Holly Spring Avenue S 35°01'00" E 71.12 feet to the point of intersection of the southern boundary of the right of way line of Holly Spring Avenue and the western boundary of the right of way line of Caulder Court;

Thence continuing in a southerly direction along the western boundary of the right of way line of Caulder Court the following fifteen (15) courses and distances:

- 1) along a curve to the right having a radius of 48.00 feet, a delta angle of 45°00'00" and an arc length of 37.70 feet to a point;
- 2) thence S 09°59'00" W 259.12 feet to a point;
- 3) thence along a curve to the right having a radius of 25.00 feet, a delta angle of 30°00'00" and an arc length of 13.09 feet to a point;
- 4) thence S 39°59'00" W 84.35 feet to a point;
- 5) thence along a curve to the left having a radius of 80.00 feet, a delta angle of 28°00'00" and an arc length of 39.10 feet to a point;
- 6) thence S 11°59'00" W 128.55 feet to a point;
- 7) thence along a curve to the left having a radius of 60.00 feet, a delta angle of 47°00'00" and an arc length of 49.22 feet to a point;
- 8) thence S 35°01'00" E 58.52 feet to a point;
- 9) along a curve to the left having a radius of 77.02 feet, a delta angle of 165°00'00" and an arc length of 221.80 feet to a point;
- 10) thence N 20°01'00" W 68.08 feet to a point;
- 11) thence along a curve to the right having a radius of 40.00 feet, a delta angle of 30°00'00" and an arc length of 20.95 feet to a point;
- 12) thence N 09°59'00" E 221.89 feet to a point;
- 13) thence along a curve to the right having a radius of 8.00 feet, a delta angle of 90°00'00" and an arc length of 12.57 feet to a point;
- 14) thence along a curve to the left having a radius of 115.00 feet, a delta angle of 45°00'00" and an arc length of 90.32 feet to a point;
- 15) thence along a curve to the right having a radius of 8.00 feet, a delta angle of 90°00'00" and an arc length of 12.57 feet to a point on the southern boundary of the right of way line

of Holly Spring Avenue;

Thence continuing in an easterly direction along the southern boundary of the right of way line of Holly Spring Avenue S 35°01'00" E 292.94 to a point;

Thence leaving the southern boundary of the right of way line of Holly Spring Avenue in a southerly direction the following nine (9) courses and distances:

- 1) S 43°00'00" W 510.64 feet to a point;
- 2) thence along a curve to the right having a radius of 30.00 feet, a delta angle of 70°31'40" and an arc length of 36.93 feet to a point;
- 3) thence along a curve to the left having a radius of 30.00 feet, a delta angle of 39°04'20" and an arc length of 20.46 feet to a point;
- 4) thence along a curve to the right having a radius of 30.00 feet, a delta angle of 70°31'40" and an arc length of 36.93 feet to a point;
- 5) thence N 35°01'00" W 435.02 feet to a point;
- 6) thence along a curve to the right having a radius of 10.00 feet, a delta angle of 78°01'00" and an arc length of 13.62 feet to a point;
- 7) thence N 43°00'00" E 249.51 feet to a point;
- 8) thence along a curve to the left having a radius of 30.00 feet, a delta angle of 90°00'00" and an arc length of 47.12 feet to a point;
- 9) thence N 47°00'00" W 84.00 feet to a point on the eastern boundary of the right of way line of Maury Street;

Thence continuing in a northerly direction along the eastern boundary of the right of way line of Maury Street N 43°00'00" E 318.26 feet to a point, said point being the Point and Place of Beginning for Parcel 1, containing 5.782 Acres, more or less.

Beginning at the point of intersection of the eastern boundary of the right of way line of Maury Street and the southern boundary of the right of way line of Holly Spring Avenue, thence continuing in an easterly direction along the southern boundary of the right of way line of Holly Spring Avenue S 35°01'00" E 71.12 feet to the point of intersection of the southern boundary of the right of way line of Holly Spring Avenue and the western boundary of the right of way line of Caulder Court;

Thence continuing in a southerly direction along the western boundary of the right of way line of Caulder Court the following five (5) courses and distances:

- 1) along a curve to the right having a radius of 48.00 feet, a delta angle of 45°00'00" and an arc length of 37.70 feet to a point;
- 2) thence S 09°59'00" W 259.12 feet to a point;
- 3) thence along a curve to the right having a radius of 25.00 feet, a delta angle of 30°00'00" and an arc length of 13.09 feet to a point;
- 4) thence S 39°59'00" W 84.35 feet to a point;
- 5) thence along a curve to the left having a radius of 80.00 feet, a delta angle of 28°00'00" and an arc length of 39.10 feet to a point;

Thence leaving the western boundary of the right of way line of Caulder Court in a westerly direction S 78°01'00" E 50.00 feet to a point on the perimeter of an island within the right of way of Caulder Court, said point being the Actual Point and Place of Beginning for Parcel J;

Thence continuing in a clockwise direction around the perimeter of said island within the right of way of Caulder Court the following ten (10) courses and distances:

- 1) along a curve to the right having a radius of 30.00 feet, a delta angle of 28°00'00" and an arc length of 14.66 feet to a point;
- 2) thence N 39°59'00" E 47.13 feet to a point;
- 3) thence along a curve to the right having a radius of 10.00 feet, a delta angle of 150°00'00" and an arc length of 26.18 feet to a point;
- 4) thence S 09°59'00" W 110.47 feet to a point;
- 5) thence along a curve to the left having a radius of 80.00 feet, a delta angle of 30°00'00" and an arc length of 41.89 feet to a point;
- 6) thence S 20°01'00" E 50.75 feet to a point;
- 7) thence along a curve to the right having a radius of 27.02 feet, a delta angle of 165°00'00" and an arc length of 77.81 feet to a point;
- 8) thence N 35°01'00" W 38.52 feet to a point;
- 9) thence along a curve to the right having a radius of 10.00 feet, a delta angle of 47°00'00" and an arc length of 8.20 feet to a point;
- 10) thence N 11°59'00" E 128.55 feet to a point, said point being the Point and Place of Beginning for Parcel J, containing 0.281 Acres, more or less.

Beginning at a point on the southern boundary of the right of way line of Holly Spring Avenue, said point being 223.45 feet east of the intersection of the eastern boundary of the right of way line of Maury Street and the southern boundary of the right of way line of Holly Spring Avenue, thence continuing in an easterly direction along the southern boundary of the right of way line of Holly Spring Avenue S 35°01'00" E 87.00 feet to the point of intersection of the southern boundary of the right of way line of Holly Spring Avenue and the western boundary of the right of way line of a 20 foot alley;

Thence continuing in a southerly direction along the western boundary of the right of way line of a 20 foot alley the following five (5) courses and distances:

- 1) along a curve to the right having a radius of 8.00 feet, a delta angle of 90°00'00" and an arc length of 12.57 feet to a point;
- 2) thence along a curve to the right having a radius of 95.00 feet, a delta angle of 45°00'00" and an arc length of 74.61 feet to a point;
- 3) thence along a curve to the right having a radius of 8.00 feet, a delta angle of 90°00'00" and an arc length of 12.57 feet to a point;
- 4) thence N 9°59'00" E 87.00 feet to a point;
- 5) thence along a curve to the right having a radius of 8.00 feet, a delta angle of 135°00'00" and an arc length of 18.84 feet to a point, said point being the Point and Place of Beginning for Parcel 4, containing 0.117 Acres, more or less.

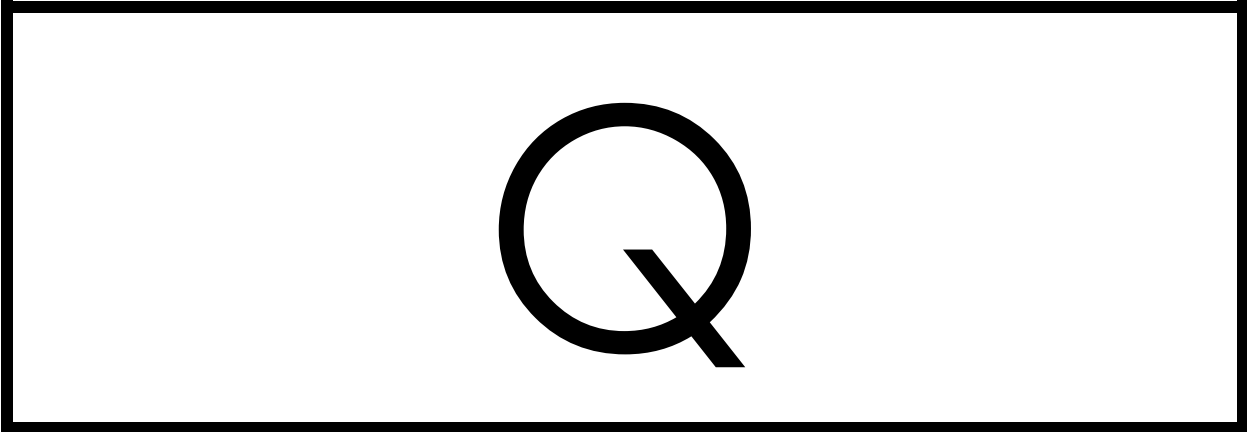
Beginning at a point on the eastern boundary of the right of way line of Maury Street, said point being 338.26 feet south of the intersection of the eastern boundary of the right of way line of Maury Street and the southern boundary of the right of way line of Holly Spring Avenue, thence leaving the eastern boundary of the right of way line of Maury Street in an easterly direction the following five (5) courses and distances:

- 1) S 47°00'00" E 94.00 feet to a point;
- 2) thence along a curve to the right having a radius of 10.00 feet, a delta angle of 90°00'00" and an arc length of 15.71 feet to point;
- 3) thence S 43°00'00" W 241.02 feet to a point;
- 4) thence along a curve to the right having a radius of 10.00 feet, a delta angle of 101°59'00" and an arc length of 17.80 feet to point;
- 5) thence N 35°01'00" W 93.97 feet to a point on the eastern boundary of the right of way line of Maury Street;

Thence continuing in a northerly direction along the eastern boundary of the right of way line of Maury Street N 43°00'00" E 241.29 feet to a point, said point being the Point and Place of Beginning for Parcel 2, containing 0.601 Acres, more or less.

P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements



Q

Documentation of Rental
Assistance

Board of Commissioners
Veronica G. Blount, Chairman

Neil S. Kessler
Marilyn B. Olds
Elliott M. Harrigan
Samuel S. Young, Jr.
Jonathan Coleman
Robley S. Jones



Interim Chief Executive Officer
Stacey Daniels-Fayson
901 Chamberlayne Parkway
P.O. Box 26887
Richmond, VA 23261-6887
804-780-4200
Fax 804-780-0009
TTY: Dial 7-1-1
www.rrha.com

July 8, 2020

Gray Gilchrist
Village South Genesis, LLC
101 WQ. Commerce Rd.
Richmond, VA 23224
graygilchrist@genesisproperties.com

Dear Mr. Gilchrist:

We received your request dated July 1, 2020 to modify our commitment to Village South Genesis, LLC ("Village South") for Project Based Vouchers ("PBVs"). Village South was awarded 72 PBVs on March 4, 2020. The award was modified to 44 PBVs on April 8, 2020. You requested to have that commitment split into two projects: Holly Springs Apartments for 33 vouchers and Swansboro Apartments for 11 vouchers with Low Income Housing Tax Credits to be received in 2020.

We agree to modify our commitment as requested. Attached are two updated commitment letters. Should you desire project based vouchers for this or any other future project, you will be required to request PBVs from RRHA by any open available method, i.e. a future RFP for competitive award of PBVs.

If you have any additional questions, you may contact me by e-mail at arthur.walker@rrha.com

Sincerely,

Arthur J. Walker, CPPO
Director of Procurement and Contract Administration



Application for Partial Tax Exemption

Application Fee: Residential (1-4 units) \$125.00 All Other Properties \$250.00

Parcel Identification Number (PIN): 50071164001B

Program Application #: _____

Qualifying Building Permit#: _____

Type of Program

- Partial Tax Exemption for Rehabilitated Structures (City Code § 98-148, et seq.)
- Partial Tax Exemption for Redevelopment & Conservation Areas and Rehabilitation Districts (City Code § 98-263, et. seq.)

(This application may require narrative attachments)

I hereby submit this application for consideration of partial exemption from real estate taxes as provided in the appropriate Richmond City Code section:

Owner of Record: Holly Springs and Associates LLP

Location of Property: 3416 Mary Street, Richmond, VA 23226

- Is this property located in a Designated Enterprise Zone? Yes No
- Is this property located in a Conservation/Redevelopment District? Yes No
- Is this property located in a Registered Historic District? Yes No
- Is this property a Registered Virginia Landmark? Yes No

Property History: Date Built: 1947 Year of Prior Rehabilitation: 2021

Current Property Use: Multi Family Apartments

- Proposed Property Use: Residential (1-4 Units) Multi-Family (5/more Units)
- Commercial, Industrial Multi-Use as required by Dept. of Planning

Proposed Rehabilitation Cost: \$ \$15,000,000

- Are you submitting building plans? Yes No If yes: Hardcopy Digital
- Are you submitting projected I&E statements for income-producing property? Yes No

(These items may be required to complete the Base Value or Final Value)

Provide a full description of exterior rehabilitation work to be done: (Attach narrative if necessary)

attached

Provide a full description of interior rehabilitation work to be done: (Attached narrative if necessary)

attached

Program Guidelines

By initial, the applicant acknowledges the following guidelines:

- 1. *At least one active building permit must exist before the initial application is approved.*
- 2. *This application fee is non- refundable after the application has been processed.*
- 3. *An inspection must be made by a city appraiser prior to beginning rehab work.*
- 4. *Qualifying work must be completed no later than 24 months from date of application.*
- 5. *Rehab projects under construction will be partially assessed each January until final.*
- 6. *A tax parcel may have only one approved application or credit at any given time.*
- 7. *Qualifying additions must be an integral part of the original structure.*
- 8. *City ordinance does not provide for any extension(s) of application time.*
- 9. *The Early Release Form must be received/signed by the City Assessor prior to January 1 if the owner wishes to advance start the rehab credit.*
- 10. *After Final Value qualification, the credit begins on the next January 1st land book.*
- 11. *If any exterior rehabilitation on structures located within a designated historic district, registered as a Virginia Landmark, or deemed contributing to either, violates standards set by the Commission of Architectural Review, the rehab application will be voided.*

Initial:

S66
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12. The value determination(s) made by the City Assessor shall be final unless appealed within 30 days of such notification letter. The applicant may appeal by submitting a supported appraisal. Appraisals are subject to professional review.

566

13. I acknowledge that I have received a copy of the city ordinance and that I am Responsible for requesting a written response to any question that I may have regarding proper execution of the ordinance requirements.

566

14. I have read these Program Guidelines and asked for clarification on any questions I do not understand.

566

Certification of Application

I certify that the statements contained in this application are both true and correct; that I have read and understood the guidelines of this program, and received written responses to any questions I may have regarding this ordinance.

Given under my hand this 20 day of July, 2020
(Month) (Year)

Owner Agent

Stuart G. Gilchrist (signature)
Stuart G. Gilchrist (printed name)

Contact Information:

Mailing Address: 101 W. Commerce Row, 2nd Floor, Richmond, VA 23229

Tele #: Day: _____ Evening: _____ Email Address: greg.gilchrist@gcnestl.com

OFFICE USE ONLY:

Fee paid \$ _____ Receipt Number _____ Qualifying Building Permit # _____

Date this application and permit application received: _____ / _____ / _____

Revised: 4/27/2015

Village South - A Genesis Property

General Data - The project is using the VHDA Minimum Design Standards
Gas is being supplied - need to determine if electric service is capable of handling all circuits and loads if gas is terminated (tenants are interested in fewer utility bills)

Holly Springs - 121 Units. Approx. 93,988 SF built in 1947. Crawlspace

- VHDA Minimum Standards project for LIHTC
- Historic Tax Credit Project - Ashley Neville
- Every Unit to have Washer and Dryer with drain pan
- Structural Evaluation is to be made throughout the properties
- Landscape plan to be created - Drew Harrigan
- City Alley to be repaved
- Insulation in crawlspace and attic to be evaluated and brought up to VHDA Minimum Design Standards
- Evaluate whether new vapor barriers need to be installed in existing crawl spaces

- Exterior
 - New exterior doors and frames
 - Hardware
 - Spy hole
 - Remove vinyl siding and assess the condition of the original wood siding
 - VHDA will require a Waiver Request Form
 - Repair front steps as necessary, especially where posts for metal railings have caused cracking
 - Remove any sidewalk section that is uneven ½" or more from it's adjacent section
 - Mulch or provide sidewalks where resident foot traffic
 - Electric Panels are on the exterior and need to be examined for rust
- Interior
 - Entry / Living Room
 - Paint
 - Refinish hardwood floor
 - Determine whether to patch original gravity floor vent based on new HVAC design
 - Closet contains New water heater
 - Kitchen
 - New flooring
 - New Countertops

- Determine whether new cabinets are required or refacing
- New sink
- New faucet
- New dishwasher
- New Refrigerator where necessary
- New light fixture(s)
- New switches
- New outlets possibly new wiring to provide grounded outlets
- Stair
 - Repair treads and risers as required
 - Install handrails the full length of stair run
 - Paint
 - New light fixtures
 - New switches
- Bathroom
 - New sink and vanity
 - New faucet
 - New toilet
 - New medicine cabinet
 - Patch tub floor as necessary and recoat existing tub and surround
 - New tub shower fixtures
 - New shower rod with arc
 - New flooring
 - Paint
 - New light fixtures
 - New switches
 - New door hardware
 - Make sure natural or powered ventilation is provided
- Bedroom
 - Refinish floors
 - New paint
 - New light fixtures
 - New devices (switches and outlets)
 - New door hardware
- Closet
 - New door hardware
 - New light fixture
 - Refinish if hardwood, install new LVT if not
 - Repair shelf and rod as necessary
 - Paint
 -

Gray Gilchrist

Subject: RE: Village South



From: Taylor, Anita M. - Assessor <Anita.Taylor2@richmondgov.com>
Sent: Monday, December 16, 2019 1:37 PM
To: Gray Gilchrist <graygilchrist@genesisproperties.com>
Subject: RE: Village South

Gray,

In responding to your generalized question regarding the REHAB Program, LIHTC and potential abatement qualification, for the four parcels mentioned in your December 9, 2019 email. Qualifying multifamily parcels must increase the Improve value by 40%. Based on the existing values for 2020 and the proposed rents post rehab, parcels S0002760006 and S0071063006 located at 3601 and 3600 E Broad Rock appear to be a likely candidate for a rehab abatement. Please keep in mind, this is only one aspect of the qualification process. The future application will need to withstand the rigors of the entire application process.

Best,

*Anita Taylor
Office of the Assessor of Real Estate
Senior Appraiser-Multifamily
PH 804.646.7500
FX 804.646.5686*

R

Documentation of
Operating Budget

2020 Low-Income Housing Tax Credit Application For Reservation

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$15,000
2. Office Salaries			\$32,000
3. Office Supplies			\$8,542
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$47,300
<u>4.00%</u> of EGI	<u>\$390.91</u>	Per Unit	
6. Manager Salaries			\$32,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$11,389
9. Auditing			\$8,542
10. Bookkeeping/Accounting Fees			\$4,271
11. Telephone & Answering Service			\$2,847
12. Tax Credit Monitoring Fee			\$12,000
13. Miscellaneous Administrative			\$3,872
Total Administrative			\$177,763

Utilities

14. Fuel Oil			
15. Electricity			\$10,358
16. Water			\$5,000
17. Gas			
18. Sewer			\$26,000
Total Utility			\$41,358

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$8,542
21. Janitor/Cleaning Contract			
22. Exterminating			\$22,779
23. Trash Removal			\$25,627
24. Security Payroll/Contract			\$21,640
25. Grounds Payroll			\$8,542
26. Grounds Supplies			\$7,000
27. Grounds Contract			\$20,000
28. Maintenance/Repairs Payroll			\$67,000
29. Repairs/Material			\$56,000
30. Repairs Contract			\$11,550
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$12,550
33. Pool Maintenance/Contract/Staff			
34. Snow Removal			\$6,833
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$1,708
37. Miscellaneous			\$2,847
Totals Operating & Maintenance			\$272,618

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$85,529
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	
41. Property & Liability Insurance	\$40,000
42. Fidelity Bond	\$0
43. Workman's Compensation	
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
Total Taxes & Insurance	\$125,529

Total Operating Expense	\$617,268
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Total Operating Expenses Per Unit	\$5,101	C. Total Operating Expenses as % of EGI	52.15%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$36,300
---	-----------------

Total Expenses	\$653,568
-----------------------	------------------

ACTION: Provide Documentation of Operating Budget at **Tab R** if applicable.



Holly Springs VS 1

Virginia Housing Development Authority
Housing Choice Voucher Program

Allowances for
Tenant-Furnished Utilities
and Other Services

Family Name: _____
 Unit Address: _____
 Voucher Size*: _____ Unit Bedroom Size*: _____
**Use smaller size to calculate tenant-supplied utilities and appliances.*

		Unit Type: 2 Exposed Walls				Effective Date: 07/01/2020			
Utility	Usage	Monthly Dollar Amount							
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR	7BR
Appliance	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Bottled Gas	Cooking	\$8.00	\$11.00	\$14.00	\$17.00	\$21.00	\$24.00	\$27.00	\$30.00
	Home Heating	\$45.00	\$63.00	\$81.00	\$99.00	\$125.00	\$143.00	\$161.00	\$179.00
	Water Heating	\$19.00	\$26.00	\$33.00	\$41.00	\$52.00	\$59.00	\$67.00	\$74.00
Electricity	Cooking	\$3.00	\$4.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00	\$12.00
	Cooling (A/C)	\$5.00	\$7.00	\$9.00	\$12.00	\$15.00	\$17.00	\$19.00	\$21.00
	Home Heating	\$19.00	\$26.00	\$34.00	\$42.00	\$53.00	\$61.00	\$68.00	\$76.00
	Other Electric	\$11.00	\$15.00	\$19.00	\$23.00	\$29.00	\$34.00	\$38.00	\$42.00
	Water Heating	\$9.00	\$13.00	\$16.00	\$20.00	\$25.00	\$29.00	\$32.00	\$36.00
Natural Gas	Cooking	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00	\$5.00	\$5.00	\$6.00
	Home Heating	\$9.00	\$14.00	\$17.00	\$21.00	\$26.00	\$30.00	\$34.00	\$38.00
	Water Heating	\$4.00	\$6.00	\$7.00	\$9.00	\$11.00	\$13.00	\$14.00	\$16.00
Oil	Home Heating	\$36.00	\$49.00	\$63.00	\$78.00	\$99.00	\$112.00	\$127.00	\$141.00
	Water Heating	\$15.00	\$20.00	\$26.00	\$32.00	\$41.00	\$46.00	\$52.00	\$58.00
Sewer	Other	\$19.00	\$27.00	\$34.00	\$42.00	\$53.00	\$61.00	\$68.00	\$76.00
Trash Collection	Other	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Water	Other	\$16.00	\$22.00	\$29.00	\$35.00	\$45.00	\$51.00	\$58.00	\$64.00
UTILITY ALLOWANCE TOTAL:		\$	\$	\$ 127	\$	\$	\$	\$	\$



Holly Springs VSI

Virginia Housing Development Authority
Housing Choice Voucher Program

Allowances for
Tenant-Furnished Utilities
and Other Services

Family Name: _____
 Unit Address: _____
 Voucher Size*: _____ Unit Bedroom Size*: _____
**Use smaller size to calculate tenant-supplied utilities and appliances.*

		Unit Type: 3 Exposed Walls								Effective Date: 07/01/2020	
Utility	Usage	Monthly Dollar Amount									
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR	7BR		
Appliance	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	
Bottled Gas	Cooking	\$8.00	\$11.00	\$14.00	\$17.00	\$21.00	\$24.00	\$27.00	\$30.00		
	Home Heating	\$50.00	\$69.00	\$89.00	\$109.00	\$138.00	\$157.00	\$177.00	\$197.00		
	Water Heating	\$19.00	\$26.00	\$33.00	\$41.00	\$52.00	\$59.00	\$67.00	\$74.00		
Electricity	Cooking	\$3.00	\$4.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00	\$12.00		
	Cooling (A/C)	\$6.00	\$8.00	\$10.00	\$13.00	\$17.00	\$19.00	\$21.00	\$23.00		
	Home Heating	\$21.00	\$29.00	\$37.00	\$46.00	\$58.00	\$67.00	\$75.00	\$84.00		
	Other Electric	\$11.00	\$15.00	\$19.00	\$23.00	\$29.00	\$34.00	\$38.00	\$42.00		
	Water Heating	\$9.00	\$13.00	\$16.00	\$20.00	\$25.00	\$29.00	\$32.00	\$36.00		
Natural Gas	Cooking	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00	\$5.00	\$5.00	\$6.00		
	Home Heating	\$10.00	\$15.00	\$19.00	\$23.00	\$29.00	\$33.00	\$37.00	\$42.00		
	Water Heating	\$4.00	\$6.00	\$7.00	\$9.00	\$11.00	\$13.00	\$14.00	\$16.00		
Oil	Home Heating	\$40.00	\$54.00	\$69.00	\$86.00	\$109.00	\$123.00	\$140.00	\$155.00		
	Water Heating	\$15.00	\$20.00	\$26.00	\$32.00	\$41.00	\$46.00	\$52.00	\$58.00		
Sewer	Other	\$19.00	\$27.00	\$34.00	\$42.00	\$53.00	\$61.00	\$68.00	\$76.00		
	Other	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00		
Water	Other	\$16.00	\$22.00	\$29.00	\$35.00	\$45.00	\$51.00	\$58.00	\$64.00		
	UTILITY ALLOWANCE TOTAL:	\$	\$	\$ 130	\$	\$	\$	\$	\$		

S

Supportive Housing
Certification

T

Funding Documentation

January 18, 2021

Mr. Ed Solarz
VST Holly Springs LLC
101 W. Commerce Road, 2nd Floor
Richmond, VA 23224

**Re: Holly Springs Apartments
Richmond, Virginia (the “Project”)**

Dear Mr. Solarz:

The purpose of this letter is to express the interest and willingness of the Community Affordable Housing Equity Corporation (“CAHEC”) to provide an equity investment in the above-referenced project through Community Equity Fund XXVI Limited Partnership (“CEF XXVI”) or another CAHEC-affiliated fund.

This letter of interest is based on a preliminary evaluation of the information you have provided to us. Any material change in this information may affect Investor’s offer. For purposes of this letter, the term “Ownership Entity” shall mean the limited partnership or limited liability company which is or will be the owner of the property and the term “Manager” shall mean the general partner or managing member, respectively, of such ownership entity.

SECTION A-OWNERSHIP ENTITY & DEVELOPMENT TEAM:

Ownership Entity:		VST Holly Springs LLC
Ownership Interest		
Manager(s):	00.01%	VST Holly Springs Managing Member LLC
Investor(s):	98.99%	Community Equity Fund XXVI Limited Partnership or (affiliate)
State Investor Member:	1.00%	Foss & Company
Developer:		Genesis Properties Development, LLC
General Contractor:		JD Lewis
Management Agent:		Genesis Properties, Inc.
Accountant:		Dixon Hughes Goodman LLP
Architect:		Johannas Design Group

Investor reserves the right to approve any of the above entities as well as other members of the development team and/or third-party professionals.



SECTION B-PROJECT & FINANCIAL DESCRIPTION:

Project: Holly Springs Apartments
Location: 801 Holly Springs Avenue, Richmond, VA 23224

Construction Start: March 2021
Completion Date: October 2022
100% Qualified Occupancy: October 2022

of Units: 121 units
Construction Type: Historic Acquisition/Rehabilitation
Occupancy: Family
Set-Aside: 20% at 50%

Unit Mix and Income Targeting:

Number of Bedrooms	Income Target (% of AMI)	Number of Units	Assumed Monthly Rent	Rental Assistance
2 Bedroom	60%	91	\$876	No
2 Bedroom	60%	30	\$876	Yes

Assumed Stabilized Occupancy: 93%

LIHTC Annual Allocation: \$731,133 of Federal 4%
Credit Stage: 2021 Bond Issuance
Credit Percentage: 4.00%

Federal Historic Credit: \$2,303,442 (estimated)

First Year of LIHTC Credits: 2021

LIHTC Credit Flow: \$399,807 in year 2021 (approximately 5.5% of the total credits delivered)
\$652,581 in year 2022 (approximately 8.9% of the total credits delivered)
\$731,133 in years 2023 to 2030 (10% of the total credits delivered annually)
\$331,326 in year 2031 (approximately 4.5% of the total credits delivered)
\$78,551 in year 2032 (approximately 1.1% of the total credits delivered)

Federal HTC Flow: \$460,688 in years 2021 to 2025

SECTION C- DEBT FINANCING:

The following debt sources are listed in order of priority:

CONSTRUCTION PERIOD:

Manager shall have sufficient construction funding, prior to the closing, to construct the Project.

PERMANENT PERIOD:

Source: Permanent Loan
Amount: \$9,315,000
Term: Seventeen (17) years
Amortization: Thirty-five (35) years
Rate: 4.00%, estimated

SECTION D- CAPITAL CONTRIBUTIONS:

Federal LIHTC price: \$0.92
Total Federal LIHTC credits: \$7,311,328
Federal LIHTC Equity calculation: $(\$7,311,328 \text{ credits}) \times (0.9899) \times (\$0.92) = (\$6,658,485)$

Federal HTC price: \$0.92
Total Federal HTC credits: \$2,303,442
Federal HTC Equity calculation: $(\$2,303,442 \text{ credits}) \times (0.9899) \times (\$0.92) = (\$2,097,763)$

State HTC price: \$0.81
Total State HTC credits: \$2,879,302
State HTC Equity calculation: $(\$2,879,302 \text{ credits}) \times (1.00) \times (\$0.81) = (\$2,332,335)$

*State investor will also contribute \$88,456 for their 1% interest in the Federal LIHTC and HTC

Summary of Capital Contribution:

	First	Second	Third	Fourth	Fifth	Total
Construction	\$1,270,300	\$2,626,874	\$1,664,973	\$640,001	\$26,527	\$6,228,674
Cash Developer Fee	\$480,950	\$0	\$961,901	\$288,570	\$192,380	\$1,923,802
Operating Reserves	\$0	\$0	\$0	\$603,772	\$0	\$603,772
Lease-Up Reserves	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$1,751,250	\$2,626,874	\$2,626,874	\$1,532,343	\$218,907	\$8,756,248

SECTION E-PAY IN SCHEDULE:

The following is an outline of Capital Contribution benchmarks whose basis for timing and credit delivery is detailed in the financial projections:

1. “First Installment” 20% \$1,751,250 will be available upon the later of:
 - a) execution of the Ownership Entity operating document (limited partnership agreement or operating agreement)
 - b) funding of the construction loan
 - c) commitment of the permanent loan including rate lock
 - d) receipt of all building permits and approvals
 - e) receipt of an allocation of housing tax credits
 - f) approval by the National Park Service of Parts 1 and 2
 - g) receipt of all reporting requirements documentation currently due

2. “Second Installment” 30% \$2,626,874 will be available upon the later of:
 - a) Completion of fifty percent (50%) of the Project (based on cost-in-place draw disbursements submitted on AIA Forms G702 and G703)
 - b) receipt of all reporting requirements documentation currently due

3. “Third Installment” 30% \$2,626,874 will be available upon the later of:
 - c) completion of construction as evidenced by issuance and receipt of final certificates of occupancy for one hundred percent (100%) of units or if not legally available the architect’s certificate of substantial completion
 - d) receipt and acceptance of lien waivers from all major contractors, subcontractors and materialman
 - e) draft cost certification
 - f) receipt of all reporting requirements documentation currently due

4. “Fourth Installment” 17.5% \$1,532,343 upon the later of:
 - a) approval by the National Park Service of Part 3
 - b) accountant’s final cost certification
 - c) funding of the Operating Reserve
 - d) achievement of Break Even Operations (the achievement of income on a cash basis from normal operations that equals or exceeds all Operating Expenses on an accrual basis for the period, including, but not limited to, taxes, assessments, funding of the Replacement Reserve, Operating Reserve, and required debt service payments, plus any other expenses that may reasonably be expected to be paid in a subsequent period but will, on an accrual basis, be allocable equally per month over the

fiscal year, including, but not limited to, insurance, real estate taxes, audit, tax, or accounting expenses (excluding deductions for cost recovery of buildings, improvements, and personal property and amortization of any financing fees), and any seasonal expenses (including snow removal) that may reasonably be expected to be paid in a subsequent period) for three (3) consecutive months

- e) achievement of stabilized operations
- f) receipt of the recorded extended use agreement
- g) receipt of an “as-built” survey
- h) funding of the permanent loan
- i) receipt of all reporting requirements documentation currently

5. “Fifth Installment” 2.5% \$218,907 upon the later of:

- a) receipt of form(s) 8609, form(s) K-1 and allocating agency documents
- b) receipt of all reporting requirements documentation currently due

The First and Second Installments shall be based on development costs and advanced pro-rata with construction lender.

SECTION F-CREDIT ADJUSTER:

1. Adjustment of Credit Amount For each dollar of credit the Project does not generate, Investor will reduce its Capital Contribution by the relevant credit price as stated in Section D. For each additional dollar of annual Federal LIHTC and/or Federal HTC the project generates in 2021 above the projected annual amount of \$731,133 (or such amount that is projected at equity closing), Investor will increase its Capital Contribution by the relevant credit price as outlined on Section D. Such increase in Investors Capital Contribution shall not exceed \$630,000. Any additional credits generated that would result in an increase in the Investors Capital Contribution above \$630,000 shall be subject to Investor approval and availability of Investor funds.

Adjustment of Credit Timing For each dollar of Federal LIHTC the Project has delayed from the first to eleventh year of credit delivery, Investor will reduce its Capital Contribution by forty-five percent (45%) of the relevant credit price as outlined on Section D. For each additional dollar of annual Federal LIHTC the project generates above the projected annual amount of \$399,807 (or such amount that is projected at equity closing), Investor will increase its Capital Contribution by an amount equal to forty-five percent (45.0%) of the amount by which the actual Federal LIHTC for 2021 is greater than the First Year Anticipated Federal LIHTC. Such increase in Investors Capital Contribution shall not exceed \$80,000. When assessing the above-described downward tax credit adjuster, the Investor may, in its sole discretion, take into account delays in the dates on which the Investor is projected to pay in its respective Capital Contributions as outlined in the Exhibit G projections of the Limited Partnership Agreement. Such delays, in order to be taken into account, must be a direct result of events that arose entirely outside of the control of the General Partner. However, the

Investor will not take into account delays that extend six months beyond the projected Capital Contribution dates as outlined in the Exhibit G projections of the Limited Partnership Agreement.

In either case and to the extent possible, Investor will reflect the above adjustments out of future Capital Contributions. Adjustment amounts in excess of future Capital Contributions will be made according to the terms of Section L(8) below. Notwithstanding Sections F(1) and F(2), the maximum total Capital Contribution increase shall be \$630,000.

2. Adjustment for Credit Reductions In the event that the actual Federal LIHTC allocated to the Investor with respect to any year is less than the Projected Federal LIHTC for that year, and/or the Accountants determine that the Ownership Entity must recapture any of the Federal LIHTC allocated to the Investor that the Ownership Entity claimed in any previous year, the Investor's aggregate Capital Contribution shall be reduced by an amount equal to the Federal LIHTC reduction, plus any interest or penalties imposed by the IRS.

SECTION G-NET CASH FLOW:

Net Cash Flow (defined as the excess of the gross revenue over the sum of the operating expenses), to the extent available (and subject to the terms of any loan documents), shall be distributed and applied within seventy-five (75) days after the close of each fiscal year and at such other times as determined by the Manager, in the following order of priority:

1. Investor for any credit deficiency or loans made to the Ownership Entity;
2. Investor in the amount of \$7,000 as an asset management fee, which shall accrue without interest if not paid. (The fee shall be earned beginning on the date in which the project is placed in service and shall be prorated based on the number of full months that the project was in service for the fiscal year in which the project is placed in service.)
3. Project to replenish operating reserves to the required amount;
4. Developer as payment of any deferred developer fee then due (if applicable);
5. Manager to repay any development advances, operating deficit loans, asset management fee guaranty loans and any other loans made to the Ownership Entity;
6. During the course of the five-year Historic Tax Credit Period, Manager in the amount of \$45,000 annually, increasing 3% per year, as a partnership management fee;
7. Manager as an incentive management fee in the amount of ninety percent (90%) of remaining cash flow. In exchange for services provided, and subject to the applicable terms and conditions of the Operating Agreement, the Loan Documents, and the Project Documents, the Company shall pay beginning no earlier than the first day of the year following the fifth anniversary of full placement in service of the Project to the Administrator an annual fee (the "Incentive Management Fee") equal to ninety percent (90%) of the Net Cash Flow of the Company remaining after Net Cash Flow distributions in accordance with Sections 7.01(b)(i) through 7.01(b)(vii) of the Operating Agreement. The Incentive Management Fee shall not accrue from year to year. The payment of the Incentive Management Fee shall terminate on the earliest to occur of: (i) the effective date of final dissolution and liquidation of the Company, or (ii) the date that the Company has any managing member other than the Administrator or any of its Affiliates.
8. Investor and Manager according to their percentage interests.

SECTION H-DEVELOPER FEE:

Estimated Developer Fee: \$1,923,802
Paid from Capital Contribution: \$1,923,802
Deferred to cash flow: \$0

Developer shall earn a developer fee equal to an amount that is no greater than the lesser of (i) the amount in the financial projections or (ii) the amount which the relevant state allocation agency allows to be included in the Project's eligible basis. Developer Fee shall only be paid out of available Project funds. Any developer fee which remains unpaid after the final capital contribution installment has been funded shall be either deferred and bear no interest. Such deferred fee shall be repayable out of available cash flow, but which must be paid no later than 10 years after the Project's in-service date.

SECTION I-CALL OPTION & RIGHT OF FIRST REFUSAL:

After the 15-year tax credit compliance period and provided the Manager is not in material default, the Manager or an affiliate shall have the following rights if:

1. Manager is not a 501(c)(3) organization the purchase will be for an amount equal to the greater of (i) the fair market value of the Investor's interest as of the date of the closing of the purchase based on the amount of sales proceeds that would be received from a sale of the Ownership Entity assets for fair market value, assuming continued use of the Project for low-income housing for at least fifteen (15) years after the end of the compliance period; or (ii) the sum of all federal, state and local taxes payable by the Investor attributable to such sale
2. Manager is a 501(c)(3) organization the purchase will be for an amount equal to the sum of (i) the principal amount of all outstanding indebtedness; (ii) all federal, state and local taxes of the Ownership Entity and its partners/members attributable to such sale; provided however, that such price shall not be less than the minimum purchase price defined in IRS Code §42. Such right of first refusal shall be conditioned upon the Manager's agreement that the Project will be maintained for low-income use for at least fifteen (15) years after the later of the end of the compliance period or the date of purchase.
3. The Amended and Restated Partnership Agreement will provide language for an equitable exit strategy for both the Manager and Investor. The language will provide for the Investor's option, any time following three (3) years after the compliance period, to sell its' interest to the Manager for \$1,000 per unit. If this offer is made and not accepted by the Manager, the Manager will agree to sell its interest to the Investor for \$100 per unit.

SECTION J-RESIDUAL ALLOCATIONS:

The net proceeds of a sale or refinancing of the Project shall be distributed in the following priority:

1. Investor to account for any outstanding credit deficiency and/or any taxes (if applicable);
2. Investor to repay any loans made to the Project;
3. Manager to repay any development advances, operating deficit loans, accrued management fees, asset management fee guaranty advances and other loans made to the Project;
4. To pay the balance ninety percent (90%) to the Managing Member and ten percent (10%) to the Investor Member.

SECTION K-RESERVES:

1. OPERATING:

Amount: \$603,772 (based on six (6) months debt service, operating expenses and replacement reserve deposits) or higher if required by lender or Virginia Housing Development Authority

Timing: funded from Fourth Installment

Authorization of Use: upon approval of Investor

2. REPLACEMENT:

Ongoing Deposits: \$300/unit/year increasing at 3%/unit/year, or higher if required by lender or Virginia Housing Development Authority

Timing: funded beginning in the month achievement of one hundred percent (100%) qualified occupancy or sooner, if required by any lender

Authorization of Use: upon approval of Investor

SECTION L-GUARANTEE OBLIGATIONS:

Robert Hunt, The Michael Hunt Trust and Jennifer Hunt, and/or an entity acceptable to Investor (collectively the “Guarantor(s)”), will make the following guarantees, whose obligations will be joint and several. Additionally, the Guarantor(s) will collectively maintain \$5,000,000 in net worth and \$1,000,000 in liquidity at all times in which Community Equity Fund XXVI Limited Partnership is a member of Holly Springs Limited Partnership.

1. Unconditional Construction Completion Guaranty Manager and approved guarantor shall guarantee the due and punctual completion of construction and/or rehabilitation of the Project in accordance with the terms and requirements of the Agreement (including payment of Development Advances), the loan documents and project documents, free and clear of any liens or claims of liens in the manner and within the time necessary to comply with the Agreement, loan documents and project documents including all future amendments.
2. Stabilized Operations Manager and/or an approved guarantor shall guarantee (i) to achieve Completion of Construction, (ii) to operate at Breakeven Operations for three (3) consecutive months, (iii) to achieve 1.15 Debt Service Coverage for three (3) consecutive months, (iv) to achieve one hundred percent (100%) Qualified Occupancy, (v) to close all permanent loans identified in Section C and, (vi) to fund fully the Operating Reserve.

3. Development Advances Manager and/or approved guarantor shall in the event that there are insufficient proceeds to (i) achieve Stabilized Operations, (ii) arrive at Cost Certification, and (iii) make scheduled payments due under the construction loan or repay the construction loan in full, shall loan funds to the Ownership Entity to pay costs and expenses that become due and payable.
4. Operating Deficit Loans Manager and/or an approved guarantor shall if at any time or from time to time after achievement of Stabilized Operations, an Operating Deficit exists which is not funded from the Operating Reserve, shall loan funds to the Ownership Entity in an amount equity to the Operating Deficit.

The Operating Deficit Loan obligation shall continue until the qualifications of the final Investor Capital Contribution Installment have been satisfied and the Ownership Entity has achieved Breakeven Operations for at least five (5) years, provided, however, that the Operating Deficit Loan obligation shall indefinitely continue if the Operating Reserve is not fully funded as outlined in Section K.

The maximum aggregate Operating Deficit Loan amount shall be an amount equal to 6 months debt service, replacement reserve deposits, and expenses (“Deficit Cap”), such amount to be determined at final underwriting. Any repayment to the Guarantor(s) of the Deficit Guarantee shall be repaid by the Ownership Entity without interest out of excess operating cash flow or out of excess proceeds of a sale or refinancing after funding replacement reserves. In no event, however, shall the payment of operating deficits from any reserve reduce the Deficit Cap.

5. Developer Fee Guaranty Contributions Manager and/or approved guarantor shall agree to contribute to the Ownership Entity an amount sufficient to pay any outstanding deferred developer fee amounts at the end of such 13-year term.
6. Asset Management Fee Guarantee Manager and/or approved guarantor shall guarantee the payment of the annual Asset Management Fee. The Asset Management Fee shall be earned beginning on the date in which the Project is placed in service for purposes of Section 42 of the Code and shall be prorated based on the number of full months that the Project was in service for the fiscal year in which the Project is placed in service. The Asset Management Fee shall be paid from Net Cash Flow annually after the close of the fiscal year for which the services were rendered. If Net Cash Flow is not sufficient to pay the Asset Management Fee for any fiscal year, the Managing Member shall make an Asset Management Fee Guaranty Loan in the amount of the shortfall and the balance of the Asset Management Fee shall be paid from the proceeds of the Asset Management Fee Guaranty Loan.

7. Repurchase After the closing of Investor's investment in the Ownership Entity, if the Project fails to satisfy any of the following material conditions, the Manager or Guarantor(s) shall be required, at Investor's election, to repurchase Investor's interests in the Ownership Entity at a price equal to Investor's then current equity in the Project:
 - a) the Company failed to finance at least 50% of the aggregate basis of the Project with tax-exempt bond proceeds;
 - b) the Company does not receive IRS Form(s) 8609 by December 31 of the calendar year following the date the Project is placed in service;
 - c) the amount of Federal LIHT Credit reflected on the IRS Form(s) 8609 is less than seventy percent (70%) of the Anticipated Federal LIHT Credit;
 - d) the Project fails to receive Part 3 approval from the National Park Service within six months of final Certificate of Occupancy
 - e) the Project fails to achieve the minimum set-aside test or the rent restriction test under Section 42(g) of the Code prior to the end of the first year of the Federal LIHT Credit Period;
 - f) Stabilized Operations has not occurred within eighteen (18) months following the Completion of Construction; or
 - g) at any time before Stabilized Operations, an action is commenced and successfully executed to foreclose, abandon, or permanently enjoin the construction and/or rehabilitation of the Project or any commitment for the Term Loans is withdrawn and is not replaced by a comparable commitment acceptable to the Investor Member within a reasonable period of time.
8. Credit Adjuster Contribution If any adjustment in accordance with Section F exceeds the amount of all subsequent Capital Contribution Installments of the Investor, the Manager shall make a Credit Adjuster Contribution to the Ownership Entity equal to the amount of the shortfall and the Ownership Entity shall thereafter make a special distribution to the Investor, neither to reduce nor to be limited by Net Cash Flow, equal to the amount. The Manager's obligation to make a Credit Adjuster Contribution shall be guaranteed by the approved guarantor.
9. State Historic Tax Credits If the State Investor Member's investment in the state historic rehabilitation credits is characterized as a sale of credits, the State Credit Investor and/or Manager shall be allocated any resulting federal and/or state income. Any and all taxable income generated from the sale of State Historic Tax Credits and/or from capital contribution(s) made by the State Historic Tax Credit Investor will be allocated 0.0% to the Investor Member. The Manager shall, on an after-tax basis, indemnify, defend, protect and hold harmless the Investor from any income relating to the State Investor Member's receipt, allocation, or sale of state historic rehabilitation credits or from the receipt of capital contributions made by the State Investor Member to the Company from any and all

claims, liabilities, damages, losses, actions, causes of action, suits, penalties, fines, costs and expenses, including, without limitation, investigating and defending any claims and lawsuits and settlement thereof, and legal and accounting costs incurred in connection therewith, which may be made or imposed on such Federal Investor by reason of such allocation of income.

SECTION M-ALLOCATION OF LOSSES: The Manager shall cooperate with the Investor to specially allocate deductions from expenses to the Manager or State Investor Member as needed. The Investor. To the extent it is necessary to keep the Capital Account of the Investor positive, the Investor may elect to allocate certain fees and expenses to the Managing Member, including, but not limited to, the property management fee. Additionally, beginning in the first year following the end of the Credit Period, the Investor may elect to allocate 90% of total annual losses to the Managing Member. The Managing Member shall cooperate with the Investor in reallocating these losses, to the extent they are necessary to keep the Capital Account of the Investor positive.

SECTION N-REPORTING:

The Manager shall furnish at the end of each calendar month a monthly construction reports and documentation in the form provided by the Investor. The Manager shall furnish the Investor with certain financial and compliance reports during the compliance period. Financial reports typically include but are not limited to annual Manager audited financial statements, Ownership Entity audited financial statements, tax returns and K-1's, trial balance and operating budget. Copies of all required relevant state allocating agency compliance reports shall be furnished consistent with the State's required frequency. During the qualification period the type and frequency of standard report submission is typically greater. The Ownership Entity operating document shall also contain a provision for assessing a fine in the amount of \$150 per day for non-compliance with reporting requirements. The Investor reserves the right to remove and replace the Project Accountant upon failure to perform its duties relative to assisting the Manager in adhering to the reporting requirements.

SECTION O-DUE DILIGENCE AND CLOSING PROCESS:

Upon receipt of an executed copy of this letter, the parties shall agree upon a schedule for completing a due diligence review of the Project and preparing and executing the necessary transaction documents. Upon request, the Manager shall establish procedures acceptable to Investor for approving the disbursement and use of funds during construction of the Project.

SECTION P-ADDITIONAL CONDITIONS:

Manager and/or Guarantor(s) will execute all applicable individual and corporate authorizations for credit, criminal and other background checks as deemed necessary by CAHEC and/or the Investor.

Closing of Investor's investment in the Ownership Entity shall be conditional upon, but not limited to, the review and acceptance of; (i) guarantor(s) financial condition; (ii) the general contractor obtaining a payment and performance bond; (iii) the Manager and/or other entity acceptable to Investor indemnifying the Investor against losses and damages associated with environmental hazards; (iv) organizational structure; (v) environmental report; (vi) insurance policies written with an A.M. Best rated company of A-X or better and; and (vii) any other information requested by

Investor.

Upon closing, the Project will be eligible to participate in CAHEC's *Community Investments* designed to invigorate and support historically underserved households and neighborhoods.

SECTION Q-MISCELLANEOUS:

CAHEC will charge no syndication or broker fees to the project and will absorb all attorney's fees for its counsel's preparation of the Entity Agreement and associated exhibits and provision of an income tax opinion, provided that no unforeseen circumstances arise that result in excessive legal expenses. The ability to invest in the Project is contingent upon our normal due diligence review, project underwriting, a satisfactory environmental report, approval of our investment committee, and the receipt, review, and approval of all financing and organizational documents.

The Manager acknowledges that it controls the Project, the land upon which the Project is to be built, and shall control the allocation(s) of Federal LIHTCs and Federal/State HTCs to such Project, and expects to do so through the completion of the transaction contemplated herein. The Manager acknowledges that no agreement exists, written or otherwise, which would adversely affect its ability to enter into this agreement, and to timely complete the transaction contemplated herein. Investor anticipates incurring expenses and foregoing other opportunities while proceeding toward closing its entry into the Ownership Entity. Investor does so with the understanding that once this commitment has been executed, Manager will not entertain any other proposals regarding the Project (or any substantially similar undertaking) and that all information, terms and materials relating to this transaction will remain confidential. Manager further warrants that, with respect to the Project it has terminated negotiations with competing investment proposals.

Except for the Miscellaneous section, the parties acknowledge that nothing herein, or in any other communication between the parties shall create any legally binding or enforceable rights between the parties regarding the Project or Investor's proposal to invest in the Project unless and until Investor has (i) received Project approval by its investment committee to become an Investor; (ii) has completed its due diligence review of the Project to its satisfaction and all transaction documents have been fully executed by authorized officers of all necessary parties and; (iii) received signed and executed Ownership Entity operating document.

This letter shall be open for your consideration until January 29, 2021. Thank you for the opportunity to review and express our interest in your project. CAHEC wishes you continued success and hopes that we will have the opportunity to continue to work with you as the equity investor in this project.

Sincerely,

By 

William G. Mayo
Vice President, Acquisitions & Risk Management
Community Affordable Housing Equity Corp.

ACCEPTED AND AGREED:

Holly Springs Limited Partnership
A Virginia limited partnership

By _____
Its _____
Date _____

ACCEPTED AND AGREED:

Guarantor

By _____
Date _____

AUTHORIZATION TO OBTAIN INFORMATION

Entity Authorization:

On behalf of Holly Springs Limited Partnership (the "Ownership Entity"), I hereby authorize CAHEC and its employees, agents, affiliates or assigns to contact persons, businesses, or other entities for the purpose of verifying information that the Entity has provided or have failed to provide. I further authorize CAHEC and its employees, agents, affiliates, or assigns to obtain credit history and other information about the Entity through a consumer report agency. This release authorization shall remain in effect for the duration of this Entity's association with CAHEC. A facsimile (FAX) or photocopy of this authorization shall be as valid as the original.

Duly Authorized to Sign

Name (print): _____

Its: _____

Date: _____

Entity Name: _____

Address: _____

City, State Zip: _____

Date of Formation: _____

State of Formation: _____

Federal Tax ID #: _____

Individual Authorization:

I hereby authorize CAHEC and its employees, agents, affiliates, or assigns to contact persons, businesses, or other entities for the purpose of verifying information I have provided/ have failed to provide. I further authorize CAHEC and its employees, agents, affiliates, or assigns to obtain credit history and other information about me through a consumer report agency. This release authorization shall remain in effect for the duration of my association with CAHEC. A facsimile (FAX) or photocopy of this authorization shall be as valid as the original.

Duly Authorized to Sign

Name (print): _____
Date: _____
Date of Birth: _____
Place of Birth: _____
Social Security #: _____
Home Address: _____
City, State Zip: _____

FOSS VIRGINIA 2022 FUND I, LLC

Investment Proposal for Historic Tax Credits

December 30, 2020

Mr. Robert Hunt
Genesis Properties, Inc.
101 W Commerce Rd, 2nd Fl
Richmond, VA 23224

RE: Village South – Richmond, VA

Dear Mr. Hunt:

I am pleased to present the following terms and conditions relating to a possible investment by Foss Virginia 2022 Fund I, LLC (the “Investor”), with its principal place of business at 832 Sansome, San Francisco, CA 94111, in the subject Limited Liability Company in which the availability of State of Virginia Historic Rehabilitation Tax Credits (“State Historic Tax Credits” or “State Credits”) and other economic benefits are a primary investment feature.

Please be advised that this letter merely represents a proposal of terms and conditions, and an understanding of the issues and structure as set forth by the Sponsor, under consideration by Investor. Any such transaction is subject to, among other things, Due Diligence review and approval by Investor, its attorneys, accountants, and other appropriate parties, as well as subject to appropriate legal documentation signed by all parties. No such approval has been submitted or obtained.

Project: **Village South – Richmond, VA**

Village South Apartments (the “Project”) is a historic apartment complex located at 3416 Maury Street in Richmond, Virginia. The Project will include the historic rehabilitation of 121 units and the new construction of 62 units for a total of 183. Construction is to begin in February 2021 and will be completed in July 2022. The Project will be substantially rehabilitated in accordance with the standards set by the Virginia Department of Historic Resources and the Secretary of the Interior in order to qualify eligible expenditures for State Credits. All approvals in this regard (i.e. Part II) will be received by Investor prior to its admission.

Investor contemplates entering into a limited liability company as a 99% member under the terms and conditions set forth below.

Investment Entity: VST Holly Springs SCP LLC, a to-be-formed Virginia Limited Liability Company (the “Company”).

Sponsor: Village South Genesis Developer, LLC, and other such individuals or entities as may be determined during the Due Diligence Period.

Tax Credits: Projected 2022 Virginia State Historic Preservation Tax Credits of \$2,969,286

Statutory Authority: Code of Laws of Virginia, Section 58.1-339.2.

Administering Agencies: Virginia Department of Historic Resources; Virginia Department of Revenue.

Investment Structure: At Closing, Investor and/or one or more affiliates will be admitted into the Company through an Amendment to the Operating Agreement as a 99%

832 SANSOME STREET
SAN FRANCISCO, CA 94111

member.

Allocations: Profits, losses, cash flow and proceeds from a sale or refinancing of the Project, as well as the profits, losses, cash flow and proceeds from a sale or refinancing of the Company, shall be allocated to the members of the Company in accordance with their respective Company interests. State tax credits will be allocated 100% to Investor. The Company will recognize income in the amount of the purchase price and will allocate 100% of such income to the Investor. The tax return for the Company will include disclosures of the transaction under Treas. Sec. 1.707-3(c)(2).

Capital Contribution: Approximately **\$2,405,122** (or **\$0.81** for each State Credit dollar available to the Investor in 2022 (assumed to be \$2,969,287).

Such price shall be adjusted, up or down, to reflect the final Tax Credit amount shown on each Part 3 Certificate issued by the Virginia Department of Historic Resources. Should the final Tax Credit amount increase by more than 15% from the above (the "Cap"), then Investor shall have the option, but not the obligation, to purchase such additional credits delivered in excess of the Cap. Should Investor decline to purchase such additional credits in excess of the Cap, then those credits will be allocated to the Sponsor.

Pay-In Schedule: All cash, payable based upon the calculation for each State Credit dollar set forth above, proposed to be as follows:

<u>Amount</u>	<u>Expected Date</u>	<u>Benchmarks (Latest to Occur)</u>
\$ 1,000	February 15, 2021	Admission of Investor into the Company. Closing of the construction financing. Commitment of all permanent financing.
\$2,404,122	September 1, 2022	Certificate of Completion and/or Occupancy. 100% Lien Waivers. Accountant's Cost Certification. Part 3 Approval from the Virginia Department of Historic Resources. Completed VA Form PTE.

Put Option: The Investor will have the right to put its interest to the Managing Member or affiliate beginning on the 24-month anniversary of the admission of the Investor to the Company and for twelve months thereafter for a purchase price equal to the lesser of the then-fair-market value of the interest of the Investor or \$2,500. If the parties cannot agree as to the value, then the Managing Member shall select an appraiser, whose valuation shall be determinative.

Due Diligence: Within 30 days of accepting and executing this Proposal, Sponsor will provide Investor with certain Due Diligence materials for the Project and the Company, including but not limited to copies of:

- a) State Parts 1 and 2 historic tax credit applications;
- b) State Parts 1 and 2 approvals;
- c) Current Company Operating Agreement and Articles of Organization;
- d) Project development budget including tax credit calculation;
- e) Operating pro forma for a minimum five-year period;

- f) Current financial statements from the Company and Sponsor/Guarantor;
- g) Environmental Report; and
- h) Recent market study.

Upon receipt of all of the requested materials, Investor will have 30 days (the "Due Diligence Period") to commit in writing to the investment or inform the Sponsor of its decision not to proceed. Upon committing, both the Investor and Sponsor agree to work diligently, and to authorize their attorneys and other agents to produce such documents as is necessary, to effect the Admission of the Investor into the Company. Upon a decision by Investor not to proceed, then this proposal shall become null and void, and neither party shall have any obligation to the other.

Guarantor(s):	Jennifer Hunt and Robert Hunt.
Obligations:	Tax Credit Recapture Obligation – The Sponsor and Guarantor(s) have the affirmative obligation to take all necessary acts to prevent the recapture of any Tax Credits that Investor may become subject to for any reason relating to the Project, the Sponsor, the Company, and their duties and obligations under state or federal law or regulation. The Guarantor(s) shall guaranty the Sponsor's obligation to repay Investor for any loss or recapture of tax credits, but excluding any recapture caused by act or omission of the Investor, plus interest, penalty, fees, and reasonable costs of defense, if any.
Transaction Expenses:	Sponsor will reimburse Investor up to \$10,000 for due diligence and closing expenses to be paid at closing. Outside of this \$10,000 re-imbursement, each party will pay for its own legal and other expenses incurred in this transaction. Notwithstanding the foregoing, should closing not occur due to no fault of Investor, then the Manager, Sponsor, and the Guarantor(s) agree to pay all of Investor's costs, including but not limited to legal, accounting, and other due diligence investigation costs.
Financial Projections and Cost Certification:	The Financial Projections shall mean those financial projections for the Project that have been prepared by the Sponsor. Cost Certification shall mean an audited Cost Certification for the project that has been prepared by accountants experienced in historic tax credit transactions and approved by the Investor.
Sponsor Representations:	<p>Sponsor represents that it has adequate legal representation with respect to the requirements under state and federal regulations, and the investment in the Company and/or allocation of the State Credits to Investor.</p> <p>Sponsor represents that it will proceed diligently in effecting the allocation thereof and will act in good faith and in accordance with the rules and regulations of the Administering Agencies.</p>
Investor Representations:	<p>Investor represents that it is familiar with the rules and regulations relating to the issuance of State Credits, and that it has engaged adequate legal representation with respect to the requirements under state and federal regulations, and the investment in and/or sale of the State Credits to Investor.</p> <p>The Investor acknowledges that the State Credits have not been registered under the Securities Act of 1933, as amended (the "Act"), or any state securities laws and are being offered and sold in reliance upon exemptions from such registration, including Investor's representation that it is an "accredited investor" under the Act.</p>
Submissions & Reporting:	Sponsor shall provide all such material as is necessary to file with the IRS and the Commonwealth of Virginia to claim the Tax Credits, including but not limited to Parts 1, 2 and 3 of the Virginia historic certification forms, a Form PTE for

each Part 3 certificate, and a Certified Public Accountant's cost certification. Sponsor must submit all of these documents to Investor by **February 20, 2023**. If all of these documents are not received by this date, then a late delivery penalty will be imposed.

Sponsor shall provide annual financial statements of the Company, and federal and state tax returns, prepared by a CPA experienced with historic tax credits, by March 1 of each year.

Construction
Inspector:

Sponsor shall cause the construction lender and/or federal historic investor for the Project, as applicable, to provide Investor with copies of each construction inspection report prepared with respect to the Project. Investor intends to rely on the construction inspector selected by Red Stone, however, Investor reserves the right to bring in a third-party building inspector to review the construction plans, construction progress, and construction draws to ensure that the project is progressing in accordance with the Virginia Department of Historic Resources Part II Approval and the financial model for the project. The Company shall pay all fees of the inspector retained to perform said services up to a maximum amount of \$3,000.

Late Delivery:

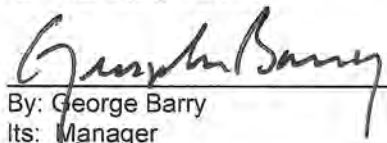
In the event the Project is not completed in 2022 but instead delivers 2023 State Credits, then Investor shall contribute \$.76 per dollar of credit for 2023 State Credits as a late delivery adjuster.

The Sponsor acknowledges that it currently controls the Company, will control the land upon which the Project is built or renovated, will control the allocation of State Credits related to such Project, and expects to do so through the completion of the transaction contemplated herein. The Sponsor acknowledges that no agreement exists, written or otherwise, which would adversely affect its ability to enter into this agreement, and to timely complete the transaction contemplated herein. In consideration of Investor's interest and the mutual considerations described herein, the Sponsor grants to Investor the exclusive right to complete such transaction, and shall not engage in any discussion about the sale or transfer of the Project's State Credits and the associated benefits discussed herein, or its interest in them with any party other than the Investor until the earliest to occur of (a) Investor completing the transaction contemplated herein, (b) Investor's failure to commit to the investment in writing acceptable to the Sponsor prior to the expiration of the Due Diligence Period, or (c) August 1, 2021.

Please sign below as acknowledgment of your understanding and concurrence with the terms and conditions herein presented, and as authority to allow Investor, its subsidiaries, and its agents to research the Project, the Company, and the financial, professional, and character background of the principals involved. One original signed copy of this letter or electronic copy of same should be returned to Foss and Company. This proposal shall expire on January 15, 2020 if Investor has not received your acceptance hereof by such date.

FOSS VIRGINIA 2022 FUND I, L.L.C.,
("INVESTOR")

By: Virginia Historic Partners, LLC
Its: Managing Member


By: George Barry
Its: Manager

Accepted this 13 day of January, 2021

VST HOLLY SPRINGS SCP LLC

Edward K Solarz

By: Edward K Solarz
Its: Co-Manager

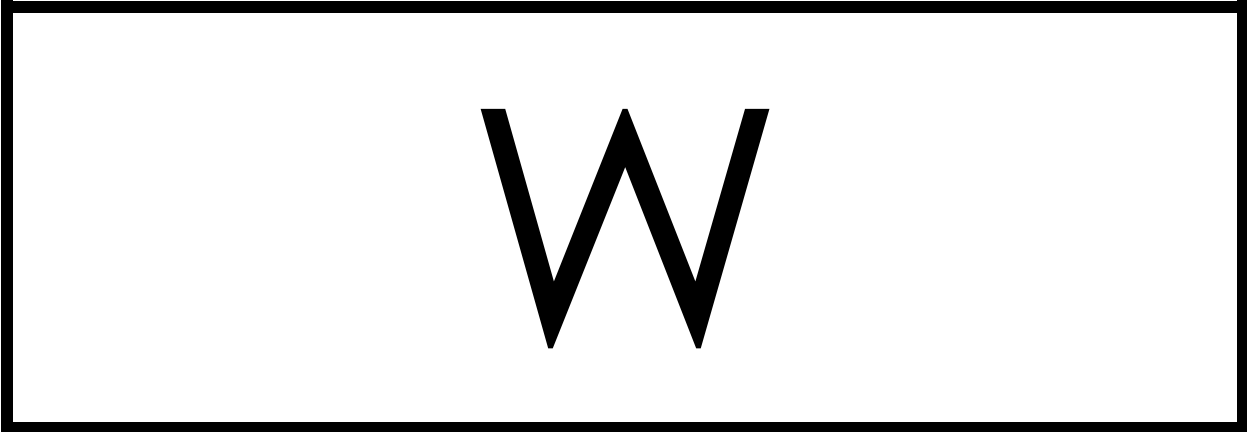
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Documentation to
Request Exception to
Restriction-Pools with
Little/No Increase in Rent
Burdened Population



V

Nonprofit or LHA Purchase
Option or Right of First
Refusal



W

(Reserved)



*101 W. Commerce Road, 2nd Floor
Richmond, VA 23224
804-230-1220 Fax 804-230-7220*

Village South Apartments Internet Safety Plan

Dear Resident,

The Wi-Fi at Village South Apartments is provided by SkyWire. All internet support, including issues, education, and security, will be handled by SkyWire. Upon move in, you will be provided with a contact sheet for Skywire and a user guide for your Wi-fi. Below, we have provided a sample list of support services provided by SkyWire and Security Features. We have also provided the Wireless Connections Security Tips provided by the Federal Communication Commission. Most importantly, follow any Wi-Fi Security protocol issued by the electronics manufacturer.

SkyWire Services

- Individualized SSID/ Password per unit.
- WIFI Password reset assistance.
- Wifi performance education, training, and channel tweaking.
- Reset Router Settings to factory default at each unit turn.
- Performance monitoring and assistance.
- Device connectivity issues.
- Access to certain services issues.
- Copyright issues such as downloading or sharing illegal content

WIFI Security Features

- Network segregation / port isolation.
- MAC based network authentication.
- Customizable firewall security levels.
- Intrusion detection and prevention.
- Multilevel access policy.
- Security and service segregation per SSID.
- Parental control - device time and access control.
- 24/27 Network and Device Stability and Performance Monitoring.

SkyWire Contact Information

For any questions or issues, please contact SkyWire at (804)591-0500 ext 2. Or send an email to support@vaskywire.com

Sincerely,

Holly Springs Apartments Management



Wireless Connections and Bluetooth Security Tips

Wi-Fi networks and Bluetooth connections can be vulnerable points of access for data or identity theft. Fortunately, there are many ways to decrease your chances of becoming a victim.

Encryption is the best way to keep your personal data safe. It works by scrambling the data in a message so that only the intended recipients can read it. When the address of a website you're visiting starts with "https" instead of "http," that indicates encryption is taking place between your browser and site.

The two most common types of encryption are Wired Equivalent Privacy (WEP), and Wi-Fi Protected Access (WPA). The strongest one commonly available is WPA2, so use that if you have the option. Home Wi-Fi systems and public Wi-Fi access points, or "hotspots," usually will inform you of the encryption they use.

Public Wi-Fi Access

Many Wi-Fi users prefer choose to use public networks instead of their devices' data plans for accessing the internet remotely. But the convenience of public Wi-Fi does not come without risk. If you're not careful, a hacker can access your connection in a matter of seconds, and potentially put sensitive information stored on your device and in online accounts at risk. Here are some steps you can take to minimize the risk:

- Check the validity of available Wi-Fi hotspots. If more than one hotspot appears claiming to belong to an establishment that you're in, check with the staff to avoid connecting to an imposter hotspot.
- Make sure all websites you exchange information with have "https" at the beginning of the web address. If so, your transmitted data will be encrypted.
- Install an app add-on that forces your web browsers to use encryption when connecting to websites -- even well-known sites that may not normally encrypt their communications.
- Adjust your smartphone's settings so it does not automatically connect to nearby Wi-Fi networks. This gives you more control over where and when you connect.
- If you use public Wi-Fi hotspots on a regular basis, consider using a virtual private network, which will encrypt all transmissions between your device and the internet. Many companies offer VPNs to their employees for work purposes, and individuals may subscribe to VPNs on their own.
- When transmitting sensitive information, using your cellphone data plan instead of Wi-Fi may be more secure.

Bluetooth Security

Bluetooth connections to your mobile devices can be very useful, from connecting a wireless headset to transferring files to enabling hands-free calling while you drive. Most of the time, a user must allow a Bluetooth connection to occur before data is shared – a process called “pairing” – which provides a measure of data security. But just like Wi-Fi connections, Bluetooth can put your personal data at risk if you are not careful. Here are some steps you may wish to take when using Bluetooth:



- Turn Bluetooth off when not in use. If you keep Bluetooth active, a hacker may be able to discover what other devices you connected to before, spoof one of those devices, and gain access to your device.
- If you connect your mobile phone to a rental car, a good deal of data from your phone may get shared with the car. Be sure to unpair your phone from the car and clear any personal data, such as call logs and saved numbers, from the car before you return it. Take the same steps when selling a car that has Bluetooth.
- Use Bluetooth in “hidden” mode rather than “discoverable” mode. This prevents other unknown devices from finding your Bluetooth connection.

Home Wireless Network Security

Home wireless networks are exceedingly popular, in large part because they enable computers and mobile devices to share one broadband connection to the internet without having to use up minutes on a cellular data plan. They also provide the convenience of not having to connect all these devices with wires to do so. But like all other wireless network technologies, home wireless networks present vulnerabilities that could be exploited by hackers to obtain sensitive data and commit other crimes. To help protect your home wireless network from unwanted users, consider the following steps:

- Turn the encryption on. Wireless routers often come out of the box with the encryption feature disabled, so be sure to check that encryption is turned on shortly after you or your broadband provider installs the router.
- Change the network’s default network name, also known as its service set identifier or “SSID.” When a computer with a wireless connection searches for and displays the wireless networks nearby, it lists each network that publicly broadcasts its SSID. Manufacturers usually give all of their wireless routers a default SSID, which is often the company’s name. It is a good practice to change your network’s SSID, but to protect your privacy do not use personal information such as the names of family members.
- Change the network’s default password. Most wireless routers come with preset passwords for administering a device’s settings (this is different from the password used to access the wireless network itself). Unauthorized users may be familiar with the default passwords, so it is important to change the router device’s password as soon as it is installed. Again, longer passwords made up of a combination of letters, numbers and symbols are more secure.
- Consider using the MAC address filter in your wireless router. Every device that can connect to a Wi-Fi network has a unique ID called the “physical address” or “MAC” (Media Access Control) address. Wireless routers can screen the MAC addresses of all devices that connect to them, and users can set their wireless network to accept connections only from devices with MAC addresses that the router will recognize. To create another obstacle to unauthorized access, consider activating your wireless router’s MAC address filter to include your devices only.
- Turn off your wireless router when it will not be in use for any extended period of time.
- Use anti-virus and anti-spyware software on your computer, and use similar apps on your devices that access your wireless network.

Passwords

Remembering all of your assorted passwords can be a pain. Web browsers and other programs may offer to remember passwords for you, which can be a significant timesaver. However, certain password shortcuts can leave you less safe secure. The following best practices may help keep your personal information safer:

- Don't use the same password for multiple accounts, especially for the most sensitive ones, such as bank accounts, credit cards, legal or tax records and files containing medical information. Otherwise, someone with access to one of your accounts may end up with access to many others.
- Don't have your web browser remember passwords and input them for you, particularly for your most important financial, legal and medical accounts. If an unauthorized person gains access to your computer or smartphone, they could access any account that your browser automatically logs into.
- Don't use passwords that can be easily guessed, such as common words and birthdays of family members. Instead, use a combination of letters, numbers and symbols. The longer and stronger the password, the safer your information.

Consumer Help Center

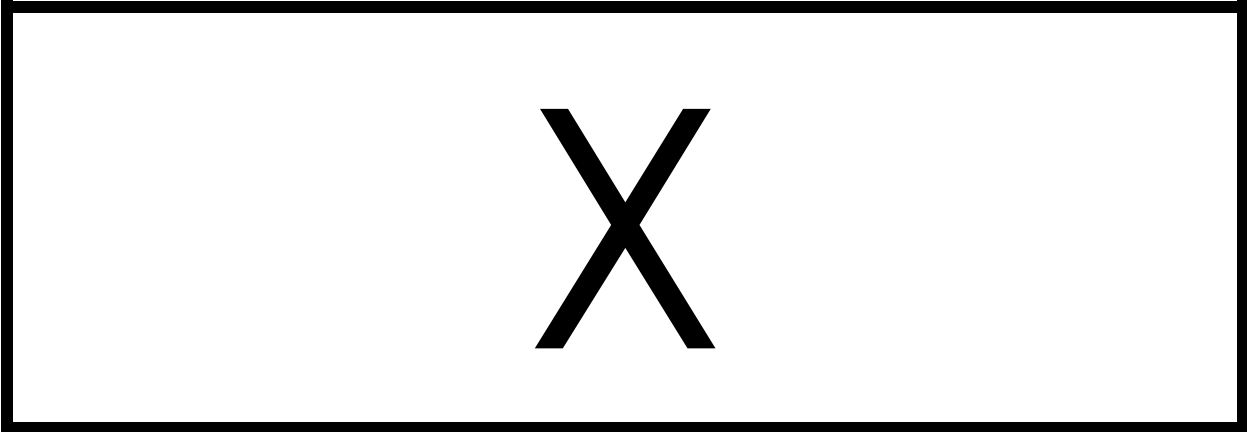
For more information on consumer issues, visit the FCC's Consumer Help Center at www.fcc.gov/consumers.

Alternate formats

To request this article in an alternate format - braille, large print, Word or text document or audio - write or call us at the address or phone number at the bottom of the page, or send an email to fcc504@fcc.gov.

Last Reviewed: 10/08/19





X

Marketing Plan

For units meeting accessibility requirements of HUD section

504