
2021 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 18, 2021**

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
601 South Belvidere Street
Richmond, Virginia 23220-6500

INSTRUCTIONS FOR THE VIRGINIA 2021 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 18, 2021**. 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:

Virginia Housing only accepts files via our work center sites on Procorem. Contact TaxCreditApps@virginiahousing.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 Virginia Housing LIHTC Allocation Department staff.

Disclaimer:

Virginia Housing 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 Virginia Housing.

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 Virginia Housing LIHTC Allocation Department. Please note that we cannot release the copy protection password.

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	johndavid.bondurant@virginiahousing.com	(804) 343-5725
Sheila Stone	sheila.stone@virginiahousing.com	(804) 343-5582
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Pamela Freeth	pamela.freeth@virginiahousing.com	(804) 343-5563
Aniyah Moaney	aniyah.moaney@virginiahousing.com	(804) 343-5518

TABLE OF CONTENTS

Click on any tab label to be directed to that tab within the application.

TAB	DESCRIPTION
1. <u>Submission Checklist</u>	Mandatory Items, Tabs and Descriptions
2. <u>Development Information</u>	Development Name and Locality Information
3. <u>Request Info</u>	Credit Request Type
4. <u>Owner Information</u>	Owner Information and Developer Experience
5. <u>Site and Seller Information</u>	Site Control, Identity of Interest and Seller info
6. <u>Team Information</u>	Development Team Contact information
7. <u>Rehabilitation Information</u>	Acquisition Credits and 10-Year Look Back Info
8. <u>Non Profit</u>	Non Profit Involvement, Right of First Refusal
9. <u>Structure</u>	Building Structure and Units Description
10. <u>Utilities</u>	Utility Allowance
11. <u>Enhancements</u>	Building Amenities above Minimum Design Requirements
12. <u>Special Housing Needs</u>	504 Units, Sect. 8 Waiting List, Rental Subsidy
13. <u>Unit Details</u>	Set Aside Selection and Breakdown
14. <u>Budget</u>	Operating Expenses
15. <u>Project Schedule</u>	Actual or Anticipated Development Schedule
16. <u>Hard Costs</u>	Development Budget: Contractor Costs
17. <u>Owner's Costs</u>	Development Budget: Owner's Costs, Developer Fee, Cost Limits
18. <u>Eligible Basis</u>	Eligible Basis Calculation
19. <u>Sources of Funds</u>	Construction, Permanent, Grants and Subsidized Funding Sources
20. <u>Equity</u>	Equity and Syndication Information
20. <u>Gap Calculation</u>	Credit Reservation Amount Needed
21. <u>Cash Flow</u>	Cash Flow Calculation
22. <u>BINs</u>	BIN by BIN Eligible Basis
24. <u>Owner Statement</u>	Owner Certifications
25. <u>Architect's Statement</u>	Architect's agreement with proposed deal
26. <u>Scoresheet</u>	Self Scoresheet Calculation
27. <u>Development Summary</u>	Summary of Key Application Points
28. <u>Efficient Use of Resources</u>	Calculation of Score
29. <u>Efficient Use of Resources - TE Bonds</u>	Calculation of Score

2021 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 Virginia Housing's point system of ranking applications, and may assist Virginia Housing 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 type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input 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 Virginia Housing: |
| | -Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status |
| | -Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable) |
| <input 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 type="checkbox"/> | Tab O: Plan of Development Certification Letter |
| <input checked="" 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 checked="" 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 checked="" 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 checked="" 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: 3/16/2021

1. Development Name: Choice Neighborhood III-R
2. Address (line 1): 600 Ridley Circle
 Address (line 2):
 City: Newport News State: VA Zip: 23607
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 Newport News 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: 301.00
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** TRUE
10. Development is located in a **Revitalization Area designated by resolution** TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....

	3%	10%	12%
	FALSE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 3
- Planning District: 23
- State Senate District: 2
- State House District: 95

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

[Link to Virginia Housing'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

Choice Neighborhood III-R is a proposed, new construction, mixed-use development in Newport News, VA. Consisting of a 3 story mixed-use building with elevator and three (3) two & three story townhouses/stacked-flat buildings with 9-12 units each, the development involves redeveloping the Ridley Circle public housing community. Choice Neighborhood III-R will include a mix of one, two and, three bedroom residential units; 34 units will have project-based rental assistance, serving as serve as replacement housing for public housing residents, 13 will be market-rate and 24 will be tax credit only units. There will be 6 units serving households at 40% AMI, 24 units at 50% AMI, 28 units at 60% AMI, and 13 units at market rate.

VHDA TRACKING NUMBER

2021-C-59

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/16/2021

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: Cynthia D. Rohlf
 Chief Executive Officer's Title: City Manager Phone: 757-926-8411
 Street Address: 2400 Washington Avenue
 City: Newport News State: VA Zip: 23607

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Tricia F. Wilson, Business Development Specialist, 757-926-3793

- 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:

Local Housing Authority Pool

or

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

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

2. Type(s) of Allocation/Allocation Year

Regular Allocation

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2021.

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, 2021, 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 2021 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

New Construction

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?

FALSE

5. Planned Combined 9% and 4% Developments

TRUE

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: Choice Neighborhood IV-R

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

TRUE

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?	71
Total Units within 4% Tax Exempt allocation Request?	84
Total Units:	155

% of units in 4% Tax Exempt Allocation Request: 54.19%

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: 30

Definition of selection:

Development will be subject to the standard extended use agreement of 15 extended use period (after the mandatory 15-year compliance period.)

C. OWNERSHIP INFORMATION

NOTE: Virginia Housing 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 Virginia Housing 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: Choice Neighborhood III-R LLC

Developer Name: Newport News Redevelopment and Housing Authority/Pennrose

Contact: M/M ▶ Mrs. First: Karen MI: R Last: Wilds

Address: 227 27th St., P.O. Box 797

City: Newport News St. ▶ VA Zip: 23607

Phone: (757) 928-2620 Ext. Fax:

Email address: kwilds@nnrha.org

Federal I.D. No. 86-2004817 (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.
Christine Robertson crobertson@penrose.com 540-212-6115

- 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>
<u>Newport News Redevelopment and Housing Authorit</u>	<u>(757) 928-2662</u>	<u>Shareholder</u>	<u>51.000%</u>
<u>Hunt Companies Inc</u>	<u>(267) 386-8600</u>	<u>Shareholder</u>	<u>19.380%</u>
<u>Richard K Barnhart</u>	<u>(267) 386-8600</u>	<u>Shareholder</u>	<u>11.025%</u>
<u>Mark H Dambly</u>	<u>(267) 386-8600</u>	<u>Shareholder</u>	<u>11.025%</u>
<u>Timothy I Henkel</u>	<u>(267) 386-8600</u>	<u>Shareholder</u>	<u>7.350%</u>
<u>James C Hunt</u>	<u>(267) 386-8600</u>	<u>Shareholder</u>	<u>0.020%</u>
<u>W.L. Hunt & ML Hunt</u>	<u>(267) 386-8600</u>	<u>Shareholder</u>	<u>0.200%</u>

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

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

C. OWNERSHIP INFORMATION

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

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

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

Action: Must be included on Virginia Housing 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 Virginia Housing 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 Virginia Housing 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: Option
 Expiration Date: 2/21/2024

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 Virginia Housing. 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..... 2/21/2024 .

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: Newport News Redevelopment and Housing Authority
 Address: 227 27th St. P.O. Box 797
 City: Newport News St.: VA Zip: 23607
 Contact Person: Karen R. Wilds Phone: (757) 928-2662
There is an identity of interest between the seller and the owner/applicant..... TRUE

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

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

Names	Phone	Type Ownership	% Ownership	
Purchaser			0.00%	<i>needs ownership %</i>
Choice Neighborhood III-R LLC			0.00%	<i>needs ownership %</i>
Karen R. Wilds, President	(757) 928-2662	Shareholder	51.00%	
Pennrose Holdings, LLC	(267) 386-8600	Shareholder	49.00%	
Seller				<i>needs ownership %</i>
Newport News Redevelopment and H	(757) 928-2662	Shareholder	100.00%	
Karen R. Wilds Executive Director			0.00%	<i>needs ownership %</i>

E. DEVELOPMENT TEAM INFORMATION

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

- | | | | |
|--------------------------|--|---------------------------|----------------|
| 1. Tax Attorney: | | This is a Related Entity. | FALSE |
| Firm Name: | | | |
| Address: | | | |
| Email: | | Phone: | |
| 2. Tax Accountant: | Mike Cumming | This is a Related Entity. | FALSE |
| Firm Name: | Cohn Reznick | | |
| Address: | 500 E Pratt St, 4th Floor, Baltimore, MD 21202 | | |
| Email: | mike.cumming@cohnreznick.com | Phone: | (410) 895-7822 |
| 3. Consultant: | Ivy Dench-Carter | This is a Related Entity. | FALSE |
| Firm Name: | Pennrose, LLC | Role: | Developer |
| Address: | 1501 St. Paul Street, Suite 118 Baltimore, MD 21202 | | |
| Email: | icarter@pennrose.com | Phone: | (267) 386-8600 |
| 4. Management Entity: | Lisa Landis | This is a Related Entity. | TRUE |
| Firm Name: | Pennrose Management Company | | |
| Address: | One Brewery Park 1301 North 31st Street Philadelphia, PA 19121 | | |
| Email: | llandis@pennrose.com | Phone: | (267) 386-8600 |
| 5. Contractor: | Junior Burr | This is a Related Entity. | FALSE |
| Firm Name: | Canterbury Enterprises, LLC | | |
| Address: | 204 Rivers Bend Blvd. Suite A, Chester, VA 23836 | | |
| Email: | junior@cbury.net | Phone: | (804) 530-2109 |
| 6. Architect: | Woo Kim | This is a Related Entity. | FALSE |
| Firm Name: | WRT, LLC | | |
| Address: | 1700 Market Street, Suite 2800, Philadelphia, PA 19130 | | |
| Email: | wkim@wrtdesign.com | Phone: | (215) 430-5027 |
| 7. Real Estate Attorney: | Amy McClain | This is a Related Entity. | FALSE |
| Firm Name: | Ballard Spahr | | |
| Address: | 300 E Lombard St, 18th Flr, Baltimore, MD 21201 | | |
| Email: | mcclaina@ballardspahr.com | Phone: | (410) 528-5592 |
| 8. Mortgage Banker: | Costa Canavos | This is a Related Entity. | FALSE |
| Firm Name: | Berkadia Mortgage | | |
| Address: | 707 E Main St, Suite 1300, Richmond VA 23219-3310 | | |
| Email: | costa.canavos@berkadia.com | Phone: | (804) 780-9235 |
| 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..... FALSE
- b. This development has received a previous allocation of credits..... FALSE
If so, in what year did this development receive credits?
- 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 Virginia Housing 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 Virginia Housing prior to the application submission deadline..... FALSE

2. Ten-Year Rule For Acquisition Credits

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

- a. Credits are being requested for rehabilitation expenditures..... FALSE
- 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)..... FALSE
 - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... FALSE
 - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... FALSE
 - iv. There are different circumstances for different buildings..... FALSE
Action: (If True, provide an explanation for each building in Tab K)

4. Request For Exception

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

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

G. NONPROFIT INVOLVEMENT

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

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

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

- FALSE a. Be authorized to do business in Virginia.
- FALSE b. Be substantially based or active in the community of the development.
- FALSE c. Materially participate in the development and operation of the development throughout the compliance period (i.e., regular, continuous and substantial involvement) in the 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 #3.)

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:

Name: (Please fit NP name within available space)

Contact Person:

Street Address:

City: State: Zip:

Phone: Extension: Contact Email:

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. TRUE 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 TRUE
Name of Local Housing Authority Newport News Redevelopment & 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.

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	71	bedrooms	154
Total number of rental units in development	71	bedrooms	154
Number of low-income rental units	58	bedrooms	127
Percentage of rental units designated low-income	81.69%		
b. Number of new units:.....	71	bedrooms	154
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
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.....			99,598.66 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			6,250.00 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			2,550.27
g. Total Usable Residential Heated Area.....			90,798.39 (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			100.00%
i. Exact area of site in acres	5.810		
j. Locality has approved a final site plan or plan of development.....			FALSE
If True , Provide required documentation (TAB O).			
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.....			FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	1003.77	SF	9	11
2BR Garden	1267.63	SF	22	27
3BR Garden	1539.01	SF	7	9
4BR Garden	1790.55	SF	2	2
2+ Story 2BR Townhouse	1077.98	SF	9	12
2+ Story 3BR Townhouse	1516.33	SF	9	10
2+ Story 4BR Townhouse		SF		
			58	71

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)..... 4
- b. Age of Structure:..... 0 years
- c. Number of stories:..... 3
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: Retail
- 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

H. STRUCTURE AND UNITS INFORMATION

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

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

h. Development contains an elevator(s).	TRUE
If true, # of Elevators.	1
Elevator Type (if known)	

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

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Project will include green spaces, a walking trail, community center and fitr

m. Number of Proposed Parking Spaces.....	71
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 structure
Notes must indicate basic materials in structure, floor and exterior finish.

- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
 - i. Phase I environmental assessment.
 - ii. Physical needs assessment for any rehab only development.

NOTE: All developments must meet Virginia Housing'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	1.90%
Project Wide Capture Rate - Market Units	1.50%
Project Wide Capture Rate - All Units	1.83%
Project Wide Absorption Period (Months)	4

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:

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided.
- 60.00% 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).
- TRUE 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.
- TRUE f. Free WiFi access will be provided in community room for resident only usage.
- FALSE g. Each unit is provided free individual high speed internet access.
- or
- FALSE h. Each unit is provided free individual WiFi access.
- TRUE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE j. Full bath fans are equipped with a humidistat.
- TRUE k. Cooking surfaces are equipped with fire prevention features
- or
- FALSE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- TRUE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE o. All interior doors within units are solid core.
- TRUE 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 from face of building and a minimum size of 30 square feet.

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

J. ENHANCEMENTS

- 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:

- | | | | |
|--------------------------------|--|--------------------------------|--|
| <input type="checkbox"/> FALSE | Earthcraft Gold or higher certification | <input type="checkbox"/> FALSE | National Green Building Standard (NGBS) certification of Silver or higher. |
| <input type="checkbox"/> FALSE | U.S. Green Building Council LEED certification | <input type="checkbox"/> TRUE | Enterprise Green Communities (EGC) Certification |

If Green Certification is selected, no points will be awarded for d. Watersense Bathroom fixtures above.

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.)

- | | | | |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|
| <input type="checkbox"/> FALSE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|


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

- TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 53 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

75% of Total Rental Units

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

If not, please explain:



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

I. UTILITIES

1. Utilities Types:

- a. Heating Type Electric Forced Air
- b. Cooking Type Electric
- 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>TRUE</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		16	18	20	21
Air Conditioning		8	11	14	18
Cooking		4	6	8	10
Lighting		17	23	30	37
Hot Water		11	13	16	19
Water		20	42	76	119
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$76	\$113	\$164	\$224

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

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

Warning: The Virginia Housing housing choice voucher program utility schedule shown on VirginiaHousing.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**)

TRUE

- 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..... FALSE

(If True, Virginia Housing 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: Newport News Redevelopment and Housing Authority

Contact person: Carl Williamson

Title: Director of Housing

Phone Number: (757) 928-2659

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: 16
% of total Low Income Units 28%

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

K. SPECIAL HOUSING NEEDS

3. Target Population Leasing Preference

Unless prohibited by an applicable federal subsidy program, each applicant shall commit to provide a leasing preference to individuals (i) in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth, (ii) having a voucher or other binding commitment for rental assistance from the Commonwealth, and (iii) referred to the development by a referring agent approved by the Authority. The leasing preference shall not be applied to more than ten percent (10%) of the units in the development at any given time. The applicant may not impose tenant selection criteria or leasing terms with respect to individuals receiving this preference that are more restrictive than the applicant’s tenant selection criteria or leasing terms applicable to prospective tenants in the development that do not receive this preference, the eligibility criteria for the rental assistance from the Commonwealth, or any eligibility criteria contained in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.

Primary Contact for Target Population leasing preference. The agency will contact as needed.

First Name: Lisa

Last Name: Landis

Phone Number: (267) 386-8600 Email: llandis@penrose.com

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

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

FALSE Section 8 New Construction Substantial Rehabilitation

FALSE Section 8 Moderate Rehabilitation

FALSE Section 8 Certificates

TRUE Section 8 Project Based Assistance

FALSE RD 515 Rental Assistance

FALSE Section 8 Vouchers

*Administering Organization:

FALSE State Assistance

*Administering Organization:

FALSE Other:

K. SPECIAL HOUSING NEEDS

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?

d. Number of units receiving assistance:

34

How many years in rental assistance contract?

20.00

Expiration date of contract:

9/1/2043

There is an Option to Renew.....

TRUE

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

L. UNIT DETAILS

1. Set-Aside Election:

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

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

a. Units Provided Per Household Type:

Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
6	8.45%	40% Area Median	240%
24	33.80%	50% Area Median	1200%
28	39.44%	60% Area Median	1680%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
13	18.31%	Market Units	
71	100.00%	Total	53.79%


Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
6	8.45%	40% Area Median	240%
24	33.80%	50% Area Median	1200%
28	39.44%	60% Area Median	1680%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
13	18.31%	Market Units	
71	100.00%	Total	53.79%

- 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	1 BR - 1 Bath	50% AMI	1		669.13	\$934.00	\$934
Mix 2	1 BR - 1 Bath	40% AMI	1		654.18	\$934.00	\$934
Mix 3	1 BR - 1 Bath	50% AMI	1	1	654.05	\$934.00	\$934
Mix 4	1 BR - 1 Bath	50% AMI	1		654.05	\$934.00	\$934
Mix 5	1 BR - 1 Bath	60% AMI	1		669.75	\$934.00	\$934
Mix 6	1 BR - 1 Bath	60% AMI	1		654.05	\$934.00	\$934
Mix 7	1 BR - 1 Bath	60% AMI	1		654.05	\$934.00	\$934
Mix 8	1 BR - 1 Bath	Market 100%	1		642.32	\$930.00	\$930
Mix 9	1 BR - 1 Bath	Market 100%	1		669.13	\$930.00	\$930
Mix 10	1 BR - 1 Bath	50% AMI	1	1	780.93	\$925.00	\$925
Mix 11	1 BR - 1 Bath	60% AMI	1		828.67	\$800.00	\$800
Mix 12	2 BR - 1.5 Bath	40% AMI	1		936.90	\$1,119.00	\$1,119
Mix 13	2 BR - 1.5 Bath	40% AMI	1		935.29	\$1,119.00	\$1,119
Mix 14	2 BR - 1.5 Bath	40% AMI	1	1	935.29	\$1,119.00	\$1,119
Mix 15	2 BR - 1.5 Bath	50% AMI	1		907.96	\$1,119.00	\$1,119
Mix 16	2 BR - 1.5 Bath	50% AMI	1		907.96	\$1,119.00	\$1,119

L. UNIT DETAILS

Mix 17	2 BR - 1.5 Bath	50% AMI	1		1026.15	\$1,119.00	\$1,119
Mix 18	2 BR - 1.5 Bath	50% AMI	1		887.96	\$1,119.00	\$1,119
Mix 19	2 BR - 1.5 Bath	50% AMI	1		907.46	\$1,119.00	\$1,119
Mix 20	2 BR - 1.5 Bath	50% AMI	1		922.35	\$1,119.00	\$1,119
Mix 21	2 BR - 1.5 Bath	50% AMI	1		936.90	\$1,119.00	\$1,119
Mix 22	2 BR - 1.5 Bath	50% AMI	1		935.29	\$1,119.00	\$1,119
Mix 23	2 BR - 1.5 Bath	50% AMI	1		935.29	\$1,119.00	\$1,119
Mix 24	2 BR - 1.5 Bath	50% AMI	1		978.67	\$1,119.00	\$1,119
Mix 25	2 BR - 1.5 Bath	60% AMI	1	1	907.96	\$1,119.00	\$1,119
Mix 26	2 BR - 1.5 Bath	60% AMI	1		907.96	\$955.00	\$955
Mix 27	2 BR - 1.5 Bath	60% AMI	1		1026.62	\$955.00	\$955
Mix 28	2 BR - 1.5 Bath	60% AMI	1		887.96	\$955.00	\$955
Mix 29	2 BR - 1.5 Bath	60% AMI	1	1	907.46	\$955.00	\$955
Mix 30	2 BR - 1.5 Bath	60% AMI	1		922.35	\$955.00	\$955
Mix 31	2 BR - 1.5 Bath	60% AMI	1		936.90	\$955.00	\$955
Mix 32	2 BR - 1.5 Bath	60% AMI	1		935.29	\$955.00	\$955
Mix 33	2 BR - 1.5 Bath	Market 100%	1		935.29	\$1,124.00	\$1,124
Mix 34	2 BR - 1.5 Bath	Market 100%	1		907.92	\$1,124.00	\$1,124
Mix 35	2 BR - 1.5 Bath	Market 100%	1		907.92	\$1,124.00	\$1,124
Mix 36	2 BR - 1.5 Bath	Market 100%	1		1026.62	\$1,124.00	\$1,124
Mix 37	2 BR - 1.5 Bath	40% AMI	1		1047.01	\$1,109.00	\$1,109
Mix 38	2 BR - 1.5 Bath	40% AMI	1		1037.86	\$1,109.00	\$1,109
Mix 39	2 BR - 1.5 Bath	50% AMI	1		955.50	\$1,109.00	\$1,109
Mix 40	2 BR - 1.5 Bath	50% AMI	1		955.50	\$1,109.00	\$1,109
Mix 41	2 BR - 1.5 Bath	50% AMI	1		955.50	\$1,109.00	\$1,109
Mix 42	2 BR - 1.5 Bath	50% AMI	1		955.50	\$1,109.00	\$1,109
Mix 43	2 BR - 1.5 Bath	60% AMI	1	1	953.32	\$955.00	\$955
Mix 44	2 BR - 1.5 Bath	60% AMI	1		1088.32	\$955.00	\$955
Mix 45	2 BR - 1.5 Bath	60% AMI	1		955.50	\$955.00	\$955
Mix 46	2 BR - 1.5 Bath	60% AMI	1		955.50	\$955.00	\$955
Mix 47	2 BR - 1.5 Bath	Market 100%	1		1047.01	\$1,124.00	\$1,124
Mix 48	2 BR - 1.5 Bath	Market 100%	1		1037.86	\$1,124.00	\$1,124
Mix 49	2 BR - 1.5 Bath	Market 100%	1		955.50	\$1,124.00	\$1,124
Mix 50	2 BR - 1.5 Bath	Market 100%	1		955.50	\$1,124.00	\$1,124
Mix 51	3 BR - 2 Bath	50% AMI	1		1372.23	\$1,448.00	\$1,448
Mix 52	3 BR - 2 Bath	50% AMI	1	1	1324.43	\$1,448.00	\$1,448
Mix 53	3 BR - 2 Bath	50% AMI	1		1387.78	\$1,448.00	\$1,448
Mix 54	3 BR - 2 Bath	60% AMI	1		1372.23	\$1,075.00	\$1,075
Mix 55	3 BR - 2 Bath	60% AMI	1		1324.43	\$1,075.00	\$1,075
Mix 56	3 BR - 2 Bath	60% AMI	1		1387.78	\$1,075.00	\$1,075
Mix 57	3 BR - 2 Bath	Market 100%	1		1372.23	\$1,470.00	\$1,470
Mix 58	3 BR - 2 Bath	50% AMI	1	1	1256.32	\$1,438.00	\$1,438
Mix 59	3 BR - 2 Bath	60% AMI	1		1394.71	\$1,075.00	\$1,075
Mix 60	3 BR - 2 Bath	60% AMI	1		1394.71	\$1,075.00	\$1,075
Mix 61	3 BR - 2 Bath	60% AMI	1		1345.48	\$1,075.00	\$1,075
Mix 62	3 BR - 2 Bath	60% AMI	1		1467.18	\$1,075.00	\$1,075
Mix 63	3 BR - 2 Bath	60% AMI	1		1394.71	\$1,075.00	\$1,075
Mix 64	3 BR - 2 Bath	60% AMI	1		1394.71	\$1,075.00	\$1,075
Mix 65	3 BR - 2 Bath	60% AMI	1		1256.32	\$1,075.00	\$1,075
Mix 66	3 BR - 2 Bath	60% AMI	1		1345.48	\$1,075.00	\$1,075
Mix 67	3 BR - 2 Bath	60% AMI	1		1467.18	\$1,075.00	\$1,075
Mix 68	3 BR - 2 Bath	Market 100%	1		1392.21	\$1,470.00	\$1,470
Mix 69	3 BR - 2 Bath	Market 100%	1		1394.71	\$1,470.00	\$1,470
Mix 70	4 BR - 2 Bath	50% AMI	1		1422.86	\$1,559.00	\$1,559
Mix 71	4 BR - 2 Bath	50% AMI	1		1422.86	\$1,559.00	\$1,559
Mix 72							\$0
Mix 73							\$0

L. UNIT DETAILS

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			71		8			\$78,150

Total Units	71	Net Rentable SF:	TC Units	60,395.74
			MKT Units	13,244.22
			Total NR SF:	73,639.96

Floor Space Fraction (to 7 decimals)	82.01490%
---	------------------

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$11,824
2. Office Salaries			\$36,196
3. Office Supplies			\$1,104
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$52,274
<u>6.00%</u> of EGI	<u>\$736.25</u>	Per Unit	
6. Manager Salaries			\$28,291
7. Staff Unit (s)	(type _____)		
8. Legal			\$3,600
9. Auditing			\$0
10. Bookkeeping/Accounting Fees			\$11,775
11. Telephone & Answering Service			\$4,950
12. Tax Credit Monitoring Fee			\$2,485
13. Miscellaneous Administrative			\$41,574
Total Administrative			\$194,073

Utilities

14. Fuel Oil			\$0
15. Electricity			\$37,139
16. Water			\$7,271
17. Gas			\$0
18. Sewer			\$18,480
Total Utility			\$62,890

Operating:

19. Janitor/Cleaning Payroll			
20. Janitor/Cleaning Supplies			\$3,000
21. Janitor/Cleaning Contract			\$9,000
22. Exterminating			\$3,600
23. Trash Removal			\$9,384
24. Security Payroll/Contract			\$3,905
25. Grounds Payroll			
26. Grounds Supplies			
27. Grounds Contract			\$2,760
28. Maintenance/Repairs Payroll			\$45,813
29. Repairs/Material			\$11,829
30. Repairs Contract			\$5,964
31. Elevator Maintenance/Contract			\$2,300
32. Heating/Cooling Repairs & Maintenance			\$3,910
33. Pool Maintenance/Contract/Staff			
34. Snow Removal			\$2,323
35. Decorating/Payroll/Contract			\$2,300
36. Decorating Supplies			
37. Miscellaneous			\$4,714
Totals Operating & Maintenance			\$110,802

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$80,585
39. Payroll Taxes	\$5,698
40. Miscellaneous Taxes/Licenses/Permits	
41. Property & Liability Insurance	\$56,800
42. Fidelity Bond	\$0
43. Workman's Compensation	\$3,956
44. Health Insurance & Employee Benefits	\$20,362
45. Other Insurance	\$2,400
Total Taxes & Insurance	\$169,801

Total Operating Expense	\$537,566
--------------------------------	------------------

Total Operating Expenses Per Unit	\$7,571	C. Total Operating Expenses as % of EGI	61.70%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$17,750
---	-----------------

Total Expenses	\$555,316
-----------------------	------------------

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

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	Completed	Karen Wilds
b. Site Acquisition	5/31/2022	Sandra Powell
c. Zoning Approval	N/A - Zoning is in Place	
d. Site Plan Approval	4/15/2022	Sherif Ismail
2. Financing		
a. Construction Loan		
i. Loan Application	1/30/2022	Sherif Ismail
ii. Conditional Commitment	3/30/2022	Sherif Ismail
iii. Firm Commitment	4/30/2022	Sherif Ismail
b. Permanent Loan - First Lien		
i. Loan Application	1/30/2022	Sherif Ismail
ii. Conditional Commitment	3/30/2022	Sherif Ismail
iii. Firm Commitment	4/30/2022	Sherif Ismail
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List	FHLB	Sherif Ismail
ii. Application	4/2/2022	Sherif Ismail
iii. Award/Commitment	10/1/2022	Sherif Ismail
2. Formation of Owner	1/6/2021	Karen Wilds
3. IRS Approval of Nonprofit Status	N/A	N/A
4. Closing and Transfer of Property to Owner	5/30/2022	Sherif Ismail
5. Plans and Specifications, Working Drawings	9/1/2021	Sherif Ismail
6. Building Permit Issued by Local Government	2/28/2022	Sherif Ismail
7. Start Construction	6/15/2022	Sherif Ismail
8. Begin Lease-up	6/15/2023	Sherif Ismail
9. Complete Construction	9/15/2023	Sherif Ismail
10. Complete Lease-Up	12/15/2023	Sherif Ismail
11. Credit Placed in Service Date	9/30/2023	Sherif Ismail

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)	10,322,494	0	0	10,322,494
b. Unit Structures (Rehab)	0	0	0	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	10,322,494	0	0	10,322,494
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	2,006,184	0	0	2,006,184
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	0	0	0	0
p. Other Site work	0	0	0	0
Total Land Improvements	2,006,184	0	0	2,006,184
Total Structure and Land	12,328,678	0	0	12,328,678
q. General Requirements	739,720	0	0	739,720
r. Builder's Overhead (2.0% Contract)	246,573	0	0	246,573
s. Builder's Profit (6.0% Contract)	739,720	0	0	739,720
t. Bonds	161,303	0	0	161,303
u. Building Permits	0	0	0	0
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1: Construction Contingency	768,110	0	0	768,110
y. Other 2:	0	0	0	0
z. Other 3:	0	0	0	0
Contractor Costs	\$14,984,104	\$0	\$0	\$14,984,104

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	20,000	0	0	20,000
b. Architecture/Engineering Design Fee \$11,032 /Unit)	783,297	0	0	731,148
c. Architecture Supervision Fee \$3,014 /Unit)	214,000	0	0	276,459
d. Tap Fees	56,994	0	0	56,994
e. Environmental	37,500	0	0	37,500
f. Soil Borings	35,000	0	0	35,000
g. Green Building (Earthcraft, LEED, etc.)	35,000	0	0	35,000
h. Appraisal	15,000	0	0	0
i. Market Study	15,000	0	0	15,000
j. Site Engineering / Survey	140,000	0	0	140,000
k. Construction/Development Mgt	110,000	0	0	110,000
l. Structural/Mechanical Study	11,645	0	0	0
m. Construction Loan Origination Fee	275,000	0	0	0
n. Construction Interest (0.0% for 0 months)	672,000	0	0	300,000
o. Taxes During Construction	96,702	0	0	0
p. Insurance During Construction	68,160	0	0	0
q. Permanent Loan Fee (0.0%)	0	0	0	0
r. Other Permanent Loan Fees	40,000	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	62,600	0	0	62,600
u. Accounting	0	0	0	0
v. Title and Recording	75,000	0	0	75,000
w. Legal Fees for Closing	265,000	0	0	75,000
x. Mortgage Banker	50,000	0	0	0
y. Tax Credit Fee	116,451			
z. Tenant Relocation	78,000	0	0	0
aa. Fixtures, Furnitures and Equipment	70,000	0	0	70,000
ab. Organization Costs	2,000	0	0	0
ac. Operating Reserve	690,463	0	0	0
ad. Contingency	68,000	0	0	0
ae. Security	0	0	0	0
af. Utilities	35,000	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Other Permits	25,000	0	0	25,000
(2) Other* specify: Nutrient Credits	37,500	0	0	35,000
(3) Other* specify: Builder's Risk Insurance	100,000	0	0	100,000
(4) Other* specify: Real Estate Tax Escrow	95,340	0	0	0
(5) Other* specify:		0	0	0
(6) Other* specify: Supportive Services Reserve	50,000	0	0	0
(7) Other* specify: Management Startup Exper	75,000	0	0	0
(8) Other* specify: Construction Inspection Fee	30,000	0	0	30,000
(9) Other* specify: Predev Loan Expenses	30,000	0	0	0
(10) Other* specify: LIHTC Investor Due Diligenc	125,000	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$4,705,652	\$0	\$0	\$2,229,701
Subtotal 1 + 2 (Owner + Contractor Costs)	\$19,689,756	\$0	\$0	\$17,213,805
3. Developer's Fees	2,000,000	0	0	1,900,822
Action: Provide Developer Fee Agreement (Tab A)				
4. Owner's Acquisition Costs				
Land	831,120			
Existing Improvements	0	0		
Subtotal 4:	\$831,120	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$22,520,876	\$0	\$0	\$19,114,627

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: \$2,071,670

Proposed Development's Cost per Sq Foot \$218 **Meets Limits**
 Applicable Cost Limit by Square Foot: \$262

2021 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	22,520,876	0	0	19,114,627
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	0	0
3. Total Eligible Basis (1 - 2 above)		0	0	19,114,627
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>			0	5,734,388
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			0	24,849,015
5. Applicable Fraction		81.69014%	81.69014%	81.69014%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	0	20,299,195
7. Applicable Percentage <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>		0.00%	0.00%	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)		\$0	\$0	\$1,826,928
		\$1,826,928 Combined 30% & 70% P. V. Credit		

Q. SOURCES OF FUNDS

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

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. Construction Loan			\$12,829,163	
2. Soft Sources & Equity			\$8,750,000	
3. Deferred Fees & Reserves			\$941,713	
Total Construction Funding:			\$22,520,876	

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	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. First Mortgage			\$4,999,500	\$274,709	4.25%	35.00	35.00
2. HUD CNI			\$5,750,000				
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$10,749,500	\$274,709			

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.	HUD CNI	3/16/2021	\$5,750,000
2.	Land Donation	3/8/2021	\$831,120
3.			
4.			
5.			
Total Subsidized Funding			\$6,581,120

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..... **TRUE**

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
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:	\$5,750,000
	HUD CNI	
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: **N/A**

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**

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0

b. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$266,375	(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	\$266,375
---------------------	------------------

2. Equity Gap Calculation

a. Total Development Cost	\$22,520,876
b. Total of Permanent Funding, Grants and Equity	- \$11,015,875
c. Equity Gap	\$11,505,001
d. Developer Equity	- \$1,151
e. Equity gap to be funded with low-income tax credit proceeds	\$11,503,850

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	\$1,300,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.885
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$1,299,870
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$11,503,850

c. Syndication:	Select?
d. Investors:	Select?

4. Net Syndication Amount

Which will be used to pay for Total Development Costs	\$11,503,850
---	--------------

5. Net Equity Factor

Must be equal to or greater than 85%	88.5000038465%
--------------------------------------	----------------

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 Virginia Housing to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, Virginia Housing at all times retains the right to substitute such information and assumptions as are determined by Virginia Housing 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 Virginia Housing for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		<u>\$22,520,876</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$11,015,875</u>
3. Equals Equity Gap		<u>\$11,505,001</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>88.5000038465%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$13,000,000</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,300,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,826,928</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,300,000</u>
Credit per LI Units	<u>\$22,413.7931</u>	
Credit per LI Bedroom	<u>\$10,236.2205</u>	
	Combined 30% & 70% PV Credit Requested	\$1,300,000

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units	\$62,888
Plus Other Income Source (list): <u>NSF Fees, Late Fees, Bad Check Fees etc.</u>	\$410
Equals Total Monthly Income:	\$63,298
Twelve Months	x12
Equals Annual Gross Potential Income	\$759,576
Less Vacancy Allowance <u>7.0%</u>	\$53,170
Equals Annual Effective Gross Income (EGI) - Low Income Units	\$706,406

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

Total Monthly Income for Market Rate Units:	\$15,262
Plus Other Income Source (list): _____	_____
Equals Total Monthly Income:	\$15,262
Twelve Months	x12
Equals Annual Gross Potential Income	\$183,144
Less Vacancy Allowance <u>10.0%</u>	\$18,314
Equals Annual Effective Gross Income (EGI) - Market Rate Units	\$164,830

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$706,406
b. Annual EGI Market Units	\$164,830
c. Total Effective Gross Income	\$871,235
d. Total Expenses	\$555,316
e. Net Operating Income	\$315,919
f. Total Annual Debt Service	\$274,709
g. Cash Flow Available for Distribution	\$41,210

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	871,235	888,660	906,433	924,562	943,053
Less Oper. Expenses	555,316	571,975	589,135	606,809	625,013
Net Income	315,919	316,685	317,298	317,753	318,040
Less Debt Service	274,709	274,709	274,709	274,709	274,709
Cash Flow	41,210	41,976	42,589	43,044	43,331
Debt Coverage Ratio	1.15	1.15	1.16	1.16	1.16

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	961,914	981,152	1,000,775	1,020,791	1,041,207
Less Oper. Expenses	643,763	663,076	682,969	703,458	724,561
Net Income	318,151	318,076	317,807	317,333	316,645
Less Debt Service	274,709	274,709	274,709	274,709	274,709
Cash Flow	43,442	43,367	43,098	42,624	41,936
Debt Coverage Ratio	1.16	1.16	1.16	1.16	1.15

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,062,031	1,083,272	1,104,937	1,127,036	1,149,576
Less Oper. Expenses	746,298	768,687	791,748	815,500	839,965
Net Income	315,733	314,584	313,189	311,535	309,611
Less Debt Service	274,709	274,709	274,709	274,709	274,709
Cash Flow	41,024	39,875	38,480	36,826	34,902
Debt Coverage Ratio	1.15	1.15	1.14	1.13	1.13

Estimated Annual Percentage Increase in Revenue 2.00% (Must be < 2%)
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be > 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: 4

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

DO NOT use the CUT feature

Bldg #	BIN if known	NUMBER OF		Street Address 1 Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS					Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	
1.		34	7	600 Ridley Circle (3 Story Elev Bldg)	Newport News	VA	23607				\$0				\$0	\$11,899,528	09/30/23	9.00%	\$1,070,958	
2.		10	2	600 Ridley Circle (Townhouse Bldg 1)	Newport News	VA	23607				\$0				\$0	\$3,499,861	09/30/23	9.00%	\$314,987	
3.		7	2	600 Ridley Circle (Townhouse Bldg 2)	Newport News	VA	23607				\$0				\$0	\$2,449,903	09/30/23	9.00%	\$220,491	
4.		7	2	600 Ridley Circle (Townhouse Bldg 3)	Newport News	VA	23607				\$0				\$0	\$2,449,903	09/30/23	9.00%	\$220,491	
5.											\$0				\$0				\$0	
6.											\$0				\$0				\$0	
7.											\$0				\$0				\$0	
8.											\$0				\$0				\$0	
9.											\$0				\$0				\$0	
10.											\$0				\$0				\$0	
11.											\$0				\$0				\$0	
12.											\$0				\$0				\$0	
13.											\$0				\$0				\$0	
14.											\$0				\$0				\$0	
15.											\$0				\$0				\$0	
16.											\$0				\$0				\$0	
17.											\$0				\$0				\$0	
18.											\$0				\$0				\$0	
19.											\$0				\$0				\$0	
20.											\$0				\$0				\$0	
21.											\$0				\$0				\$0	
22.											\$0				\$0				\$0	
23.											\$0				\$0				\$0	
24.											\$0				\$0				\$0	
25.											\$0				\$0				\$0	
26.											\$0				\$0				\$0	
27.											\$0				\$0				\$0	
28.											\$0				\$0				\$0	
29.											\$0				\$0				\$0	
30.											\$0				\$0				\$0	
31.											\$0				\$0				\$0	
32.											\$0				\$0				\$0	
33.											\$0				\$0				\$0	
34.											\$0				\$0				\$0	
35.											\$0				\$0				\$0	
		58	13	Totals from all buildings								\$0				\$0	\$20,299,195			\$1,826,928

Number of BINS: 4

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 Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing'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 Virginia Housing 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 Virginia Housing 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 Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, Virginia Housing 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 Virginia Housing 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 Virginia Housing at its sole discretion.

2021 Low-Income Housing Tax Credit Application For Reservation

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 Virginia Housing 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 Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, 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: Choice Neighborhood III-R LLC, a
Virginia limited liability company

By: Choice Neighborhood III-R Development Corporation,
a Virginia Corporation,
its managing member

By:
Its:

Karen R. Wreeds
President

(Title)

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 Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing'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 Virginia Housing 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 Virginia Housing 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 Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, Virginia Housing 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 Virginia Housing 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 Virginia Housing at its sole discretion.

2021 Low-Income Housing Tax Credit Application For Reservation

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 Virginia Housing 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 Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, 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.

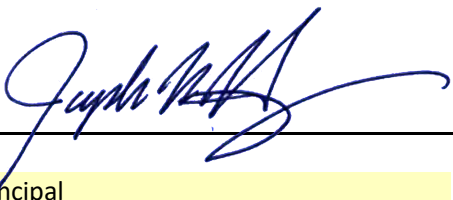
Legal Name of Owner: Choice Neighborhood III-R LLC, a
Virginia limited liability company
By: Choice Neighborhood III-R Development Corporation, a
Virginia Corporation, its managing member
By: Pennrose Holdings, LLC
a Pennsylvania limited liability company
By: Mark Dambly
Its: President (Title)

V. STATEMENT OF ARCHITECT

The architect signing this document is certifying that the development plans and specifications incorporate all Virginia Housing 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:	Joseph Healy
Virginia License#:	401017401
Architecture Firm or Company:	Wallace Roberts & Todd, LLC

By: 
Its: Managing Principal (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 Virginia Housing'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. Virginia Housing 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. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 or 40	0.00
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	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			15.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	2.61
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	29.22%	Up to 40	40.00
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	Y	Up to 20	20.00
Total:			77.61

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			51.75
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
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	Y	0 or 10	10.00
g. Units constructed to meet Virginia Housing's Universal Design standards	75%	Up to 15	11.20
h. Developments with less than 100 units	Y	up to 20	16.80
i. Historic Structure	N	0 or 5	0.00
Total:			<u>159.75</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$82,500	\$62,300

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 Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	31.03%	Up to 15	15.00
c.	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.34%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	51.72%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	51.72%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	51.72%	Up to 50	0.00
Total:			<u>90.00</u>

5. SPONSOR CHARACTERISTICS:

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

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	12.44
b. Cost per unit		Up to 100	-8.22
Total:			<u>4.22</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Y	Up to 45	45.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	Y	0 or 10	10.00
Total:			<u>115.00</u>

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

TOTAL SCORE: 511.58

Enhancements:

	Max Pts	Score
All units have:		
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	18.75
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	4.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>51.75</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><u>51.75</u></u>

X. Development Summary

Summary Information

2021 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Choice Neighborhood III-R

Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$1,300,000
Allocation Type: New Construction **Jurisdiction:** Newport News City
Total Units: 71 **Population Target:** General
Total LI Units: 58
Project Gross Sq Ft: 99,598.66 **Owner Contact:** Karen Wilds
Green Certified? TRUE

Total Score
511.58

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$10,749,500	\$151,401	\$108	\$274,709

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$12,328,678	\$173,643	\$124	54.74%
General Req/Overhead/Profit	\$1,726,013	\$24,310	\$17	7.66%
Other Contract Costs	\$929,413	\$13,090	\$9	4.13%
Owner Costs	\$4,705,652	\$66,277	\$47	20.89%
Acquisition	\$831,120	\$11,706	\$8	3.69%
Developer Fee	\$2,000,000	\$28,169	\$20	8.88%
Total Uses	\$22,520,876	\$317,195		

Total Development Costs	
Total Improvements	\$19,689,756
Land Acquisition	\$831,120
Developer Fee	\$2,000,000
Total Development Costs	\$22,520,876

Income		
Gross Potential Income - LI Units		\$759,576
Gross Potential Income - Mkt Units		\$183,144
Subtotal		\$942,720
Less Vacancy %	7.00%	\$65,990
Effective Gross Income		\$876,730

Proposed Cost Limit/Sq Ft: \$218
Applicable Cost Limit/Sq Ft: \$262

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	11
# of 2BR	39
# of 3BR	19
# of 4+ BR	2
Total Units	71

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$194,073	\$2,733
Utilities	\$62,890	\$886
Operating & Maintenance	\$110,802	\$1,561
Taxes & Insurance	\$169,801	\$2,392
Total Operating Expenses	\$537,566	\$7,571
Replacement Reserves	\$17,750	\$250
Total Expenses	\$555,316	\$7,821

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	6	6
50% AMI	24	24
60% AMI	28	28
>60% AMI	0	0
Market	13	13

Cash Flow	
EGI	\$876,730
Total Expenses	\$555,316
Net Income	\$321,414
Debt Service	\$274,709
Debt Coverage Ratio (YR1):	1.15

Income Averaging? FALSE

Extended Use Restriction? 30

2021 Low-Income Housing Tax Credit Application For Reservation

Virginia Housing is running a BETA test of new EUR calculations that will be considered for implementation in 2022. These points are only a test and will not be used for scoring purposes in 2021. Please contact taxcreditapps@virginiahousing.com with questions or comments.

Credit Points:

If the Combined Max Allowable is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 200 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 200. In this example, $(40\%/60\%) \times 200$ or 133.33 points.

Using Current E-U-R method (up to 200)		12.44
Using proposed method:		
Combined Max	\$1,826,928	
Credit Requested	\$1,300,000	
% of Savings	28.84%	
Sliding Scale Points		96.13
<i>Difference</i>		83.69

Cost Points:

If the Applicable Cost by Square foot is \$238 and the deal's Proposed Cost by Square Foot was \$119, you are saving 50% of the applicable cost. This deal would receive all 100 credit points.

For another example, the Applicable Cost by SqFt is \$238 and the deal's Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points 100. In this example, $(35.7\%/50\%) \times 100$ or 71.40 points.

Using Current E-U-R method (up to 100)		-8.22
Using proposed method:		
Total Costs Less Acquisition	\$21,689,756	
Total Square Feet	99,598.66	
Proposed Cost per SqFt	\$217.77	
Applicable Cost Limit per Sq Ft	\$262.00	
% of Savings	16.88%	
Sliding Scale Points		33.76
<i>Difference</i>		41.98

\$/SF = **\$230.65** Credits/SF = **17.42049** Const \$/unit = **\$211,043.7183**

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
500
1

*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
AVG UNIT SIZE	0.00	1,003.77	1,267.63	1,539.01	1,790.55	1,077.98	1,516.33	0.00
NUMBER OF UNITS	0	9	22	7	2	9	9	0
PARAMETER-(COSTS=>35,000)	0	203,951	271,935	319,524	326,322	275,550	300,600	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	203,951	271,935	319,524	326,322	275,550	300,600	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	203,951	271,935	319,524	326,322	275,550	300,600	0
PROJECT COST PER UNIT	0	231,516	292,374	354,967	412,983	248,632	349,736	0
PARAMETER-(CREDITS=>35,000)	0	18,696	23,940	27,018	27,360	23,513	25,650	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	18,696	23,940	27,018	27,360	23,513	25,650	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	18,696	23,940	27,018	27,360	23,513	25,650	0
PROJECT CREDIT PER UNIT	0	17,486	22,083	26,810	31,192	18,779	26,415	0
COST PER UNIT POINTS	0.00	-2.10	-2.85	-1.34	-0.92	1.52	-2.54	0.00
CREDIT PER UNIT POINTS	0.00	2.01	5.89	0.19	-0.97	6.25	-0.93	0.00

TOTAL COST PER UNIT POINTS **-8.22**

TOTAL CREDIT PER UNIT POINTS **12.44**

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
Standard Parameter - low rise	0	203,951	271,935	319,524	326,322	275,550	300,600	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	203,951	271,935	319,524	326,322	275,550	300,600	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
Standard Credit Parameter - low rise	0	18,696	23,940	27,018	27,360	23,513	25,650	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	18,696	23,940	27,018	27,360	23,513	25,650	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
Standard Cost Parameter - low rise	0	203,951	271,935	319,524	326,322	275,550	300,600	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	203,951	271,935	319,524	326,322	275,550	300,600	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
Standard Cost Parameter - low rise	0	18,696	23,940	27,018	27,360	23,513	25,650	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	18,696	23,940	27,018	27,360	23,513	25,650	0

t-TH
)
)
)
)
)
)
)

t-TH
)
)
)
)
)
)
)

t-TH
)
)
)
)
)
)
)

t-TH
)
)
)
)
)
)
)

\$/SF = **\$230.65** Credits/SF = **17.42049** Const \$/unit = **\$211,043.72**

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*(10,000-35,000)=4

11000
500
1

*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	
AVG UNIT SIZE	0.00	1,003.77	1,267.63	1,539.01	1,790.55	1,077.98	1,516.33	0.00	
NUMBER OF UNITS	0	9	22	7	2	9	9	0	
PARAMETER-(COSTS=>35,000)	0	203,951	271,935	319,524	326,322	275,550	300,600	0	
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0	
PARAMETER-(COSTS=>50,000)	0	203,951	271,935	319,524	326,322	275,550	300,600	0	
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0	
COST PARAMETER	0	203,951	271,935	319,524	326,322	275,550	300,600	0	
PROJECT COST PER UNIT	0	231,516	292,374	354,967	412,983	248,632	349,736	0	
PARAMETER-(CREDITS=>35,000)	0	18,696	23,940	27,018	27,360	23,513	25,650	0	
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0	
PARAMETER-(CREDITS=>50,000)	0	18,696	23,940	27,018	27,360	23,513	25,650	0	
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0	
CREDIT PARAMETER	0	18,696	23,940	27,018	27,360	23,513	25,650	0	
PROJECT CREDIT PER UNIT	0	17,486	22,083	26,810	31,192	18,779	26,415	0	
COST PER UNIT POINTS	0.00	-2.10	-2.85	-1.34	-0.92	1.52	-2.54	0.10	
CREDIT PER UNIT POINTS	0.00	2.01	5.89	0.19	-0.97	6.25	-0.93	0.10	

TOTAL COST PER UNIT POINTS **-8.22**

TOTAL CREDIT PER UNIT POINTS **12.44**

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
Standard Parameter - low rise	0	203,951	271,935	319,524	326,322	275,550	300,600	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	203,951	271,935	319,524	326,322	275,550	300,600	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
Standard Credit Parameter - low rise	0	18,696	23,940	27,018	27,360	23,513	25,650	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	18,696	23,940	27,018	27,360	23,513	25,650	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
Standard Cost Parameter - low rise	0	203,951	271,935	319,524	326,322	275,550	300,600	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	203,951	271,935	319,524	326,322	275,550	300,600	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
Standard Cost Parameter - low rise	0	18,696	23,940	27,018	27,360	23,513	25,650	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	18,696	23,940	27,018	27,360	23,513	25,650	0

t-TH
)
)
)
)
)
)

t-TH
)
)
)
)
)
)

t-TH
)
)
)
)
)
)

t-TH
)
)
)
)
)
)

Sherif Ismail

From: Moaney, Aniyah <Aniyah.Moaney@virginiahousing.com>
Sent: Friday, March 12, 2021 11:10 AM
To: Logan Van Horn; TaxCreditApps
Cc: Sherif Ismail
Subject: [External] RE: Wire Completed - Choice Neighborhood III-R, Application Fee

Importance: High

Logan, I can confirm receipt of this wire. Thank you.

Please note that I am working remotely until further notice. I will be responding to emails and voicemails during my typical business hours (9-5:00).

Best Regards,

Aniyah Moaney

Tax Credit Allocation Coordinator
Virginia Housing
804-343-5518 | 4240 Cox Road Glen Allen, VA 23060

From: Logan Van Horn <lvanhorn@penrose.com>
Sent: Thursday, March 11, 2021 1:33 PM
To: TaxCreditApps <TaxCreditApps@virginiahousing.com>
Cc: Moaney, Aniyah <Aniyah.Moaney@virginiahousing.com>; Sherif Ismail <sismail@penrose.com>
Subject: Wire Completed - Choice Neighborhood III-R, Application Fee

CAUTION: This email originated from outside of Virginia Housing. Use caution when clicking on links or opening attachments.

Please find wire confirmation attached.

Thanks,
Logan

From: Logan Van Horn
Sent: Thursday, March 11, 2021 9:00 AM
To: TaxCreditApps@virginiahousing.com
Cc: Aniyah.Moaney@virginiahousing.com; Sherif Ismail <sismail@penrose.com>
Subject: Wire Notice - Choice Neighborhood III-R, Application Fee

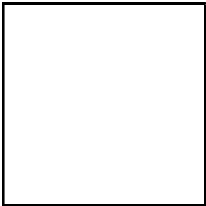
Good morning,

You will receive the following wire payment from us today:

1. The name of the development – Choice Neighborhood III-R Tracking #: 2021-C-59

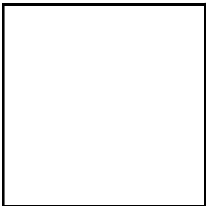
- 2. The type of fee – 9% LIHTC Application Fee
- 3. The date that you will be making the transaction – 3/11/2021
- 4. How much you will be sending (to the cent) - \$1000.00

Thanks,
Logan



Pennrose.com

Logan Van Horn
Development Accountant
Pennrose, LLC



Property Support Center
1301 North 31st St. | Philadelphia, PA 19121
Phone: 267.386.8607 | Fax: 267.386.8650 | Email: Ivanhorn@pennrose.com

Mission: Our committed team of exceptional professionals transforms communities by creating high quality real estate developments and delivering outstanding value to our clients and partners.

NOTICE: *This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mails are not encrypted and cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message which arise as a result of e-mail transmission. If verification is required please request a hard-copy version. Pennrose reserves the right to retain all messages. Messages are protected and accessed only in legally justified cases.*



Follow Us: 

Receive eNews: [Subscribe](#)

A

Partnership or Operating Agreement

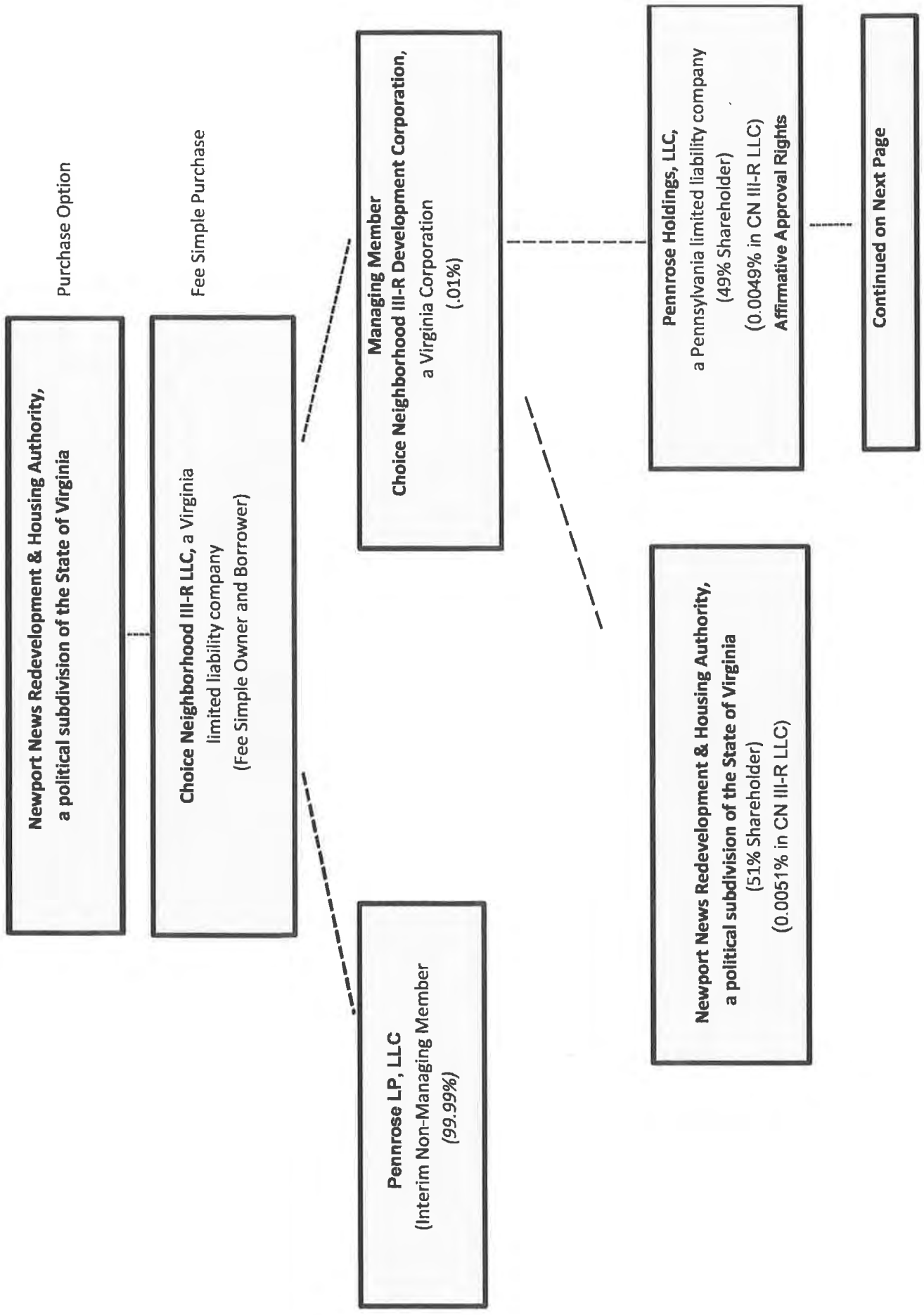
Including **chart of ownership structure with percentage of
interests** and **draft developer fee agreement**
(MANDATORY)



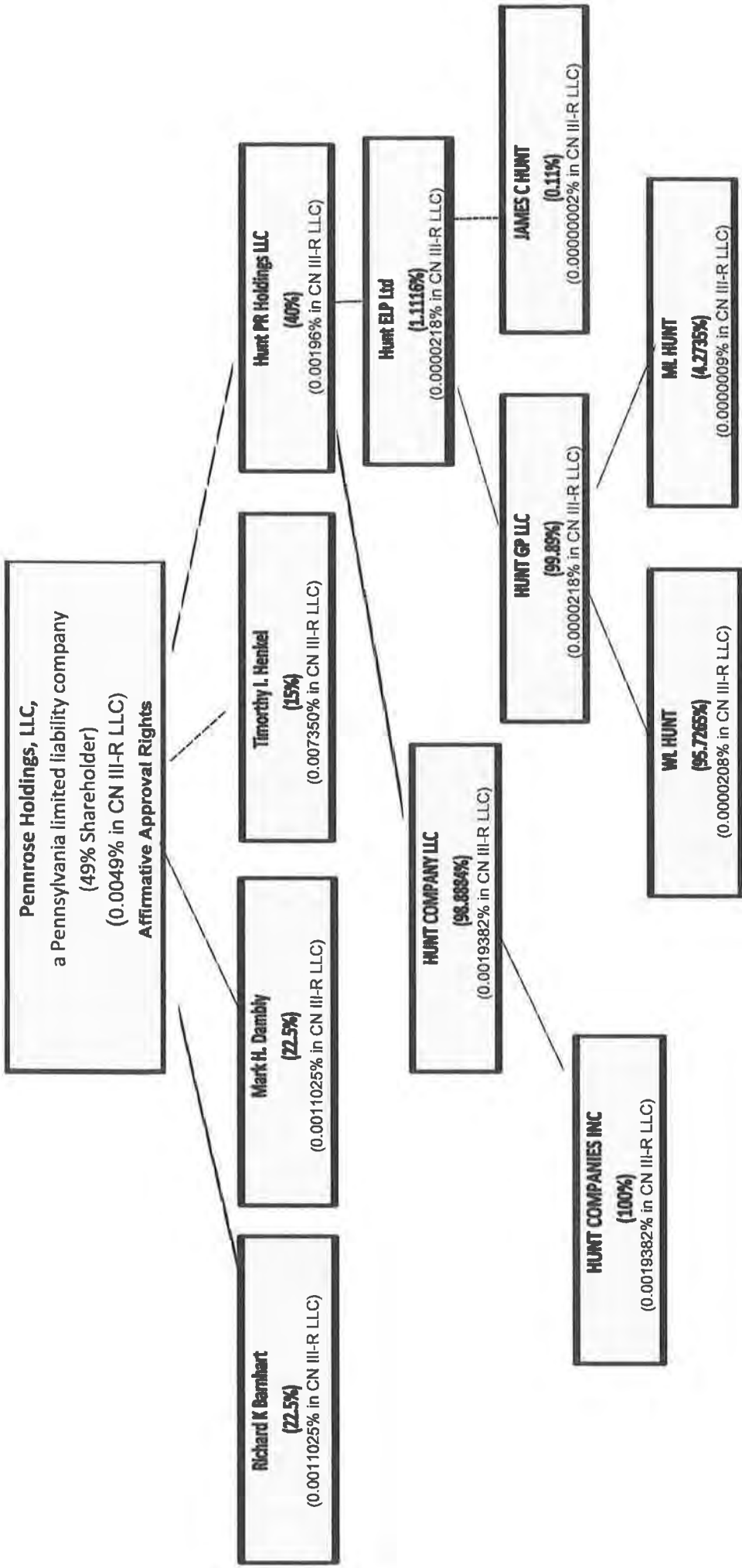
Choice Neighborhood III-R

Owner Entity Organizational Chart

Choice Neighborhood III-R



Continued on Next Page



**OPERATING AGREEMENT
OF
CHOICE NEIGHBORHOOD III-R LLC**

THIS OPERATING AGREEMENT, dated as of March 9, 2021, by the undersigned parties who, by their execution of this Operating Agreement, have become the members of Choice Neighborhood III-R LLC, a Virginia limited liability company (the "Company"), provides as follows:

RECITALS:

The Company was organized as a limited liability company under the laws of the Commonwealth of Virginia effective January 6, 2021, and the undersigned parties enter into this Operating Agreement to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the undersigned 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 Ann. § 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 by a Member, as determined pursuant to Section 6.01 hereof.

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

(f) "Company" shall refer to Choice Neighborhood III-R LLC.

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

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

(i) "Member" shall mean each Person that is identified as an initial Member in Article III hereof or is admitted as a Member (either as a transferee of a Membership Interest or as an additional Member) as provided in Article VIII hereof. A Person shall cease to be a Member at such time as he no longer owns any Membership Interest.

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

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

(l) "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 Purposes. The purposes of the Company shall be to:

(a) Acquire, develop, own, manage, operate, buy, sell, exchange, finance, refinance and otherwise deal with real estate and personal property incidental to real estate, as the Members may from time to time deem to be in the best interests of the Company, in particular, to acquire certain real estate in Newport News, rehabilitate the existing buildings thereon, operate thereon an affordable multifamily housing development using a combination of debt and equity derived from federal low income housing tax credits, to do all acts necessary or incidental to the accomplishment of that purpose and to engage such engineers, architects, contractors and other persons to accomplish such purpose. In particular, the Company is authorized to prepare and file an application for reservation of low incoming housing tax credits with the Virginia

Housing Development Authority and to enter into such other agreements as may be required for the purposes set forth above; and

(b) Engage in such other activities as are related or incidental to the foregoing purposes or otherwise reasonably necessary to accomplish the purposes of the Company and to do all such other acts or things except as may be specifically prohibited by this Operating Agreement of state or federal law.

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 proscribed by the Articles.

ARTICLE III

NAMES, ADDRESSES AND MEMBERSHIP INTERESTS OF INITIAL MEMBERS; PRINCIPAL OFFICE

3.01 Names, Addresses and Membership Interests of Initial Members. The names, addresses and Membership Interests of the initial Members are as follows:

<u>Names and Addresses</u>	<u>Membership Interests</u>
Pennrose LP, LLC 230 Wyoming Avenue Kingston, Pennsylvania 18704	99.99%
Choice Neighborhood III-R Development Corporation 227 27 th Street Newport News, Virginia 23607	00.01%

3.02 Principal Office. The principal office of the Company shall initially be at 227 27th Street, Newport News, Virginia 23607. The principal office may be changed from time to time by the Manager.

ARTICLE IV

VOTING POWERS, MEETINGS, ETC. OF MEMBERS

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 to 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 provisions of this Operating Agreement, the unanimous 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 the Members.

(ii) Electing the Managers as provided in Article V hereof.

(iii) Taking any action that 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.

(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 to one year to any Member.

(b) Unless the express terms of this Operating Agreement specifically provide otherwise, the affirmative vote of all the Members 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 that 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 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager, and shall be called by the Manager at the request of any two Members, or such lesser number of Members as are Members of the Company.

4.05 Place of Meeting. The place of any meeting of the Members shall be the principal office of the Company, unless another place, either within or outside the Commonwealth of Virginia, is designated by the Members.

4.06 Notice of Meetings. Written notice stating the place, day and hour of any meeting of the Members and, if a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by mail, electronic mail or

facsimile, by or at the direction of the Manager, to each Member, unless the Act or the Articles require different notice.

4.07 Conduct of Meetings. All meetings of the Members shall be presided over by a chairperson of the meeting, who shall be a Manager, or a Member designated by the Manager. The chairperson of any meeting of the Members shall determine the order of business and the procedure at the meeting, including regulation of the manner of voting and the conduct of discussion, and shall appoint a secretary of such meeting to take minutes thereof.

4.08 Participation by Telephone or Similar Communications. Members may participate and hold a meeting by means of conference telephone or similar communications equipment by means of which all Members participating can hear and be heard, and such participation shall constitute attendance and presence in person at such meeting.

4.09 Waiver of Notice. When any notice of a meeting of the Members is required to be given, a waiver thereof in writing signed by a Member entitled to such notice, whether given before, at, or after the time of the meeting as stated in such notice, shall be equivalent to the proper giving of such notice.

4.10 Action by Written Consent. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents to such action are signed by the Members who are entitled to vote on the matter set forth in the consents and who constitute the requisite number or percentage of such Members necessary for adoption or approval of such matter on behalf of the Company. Such consent or consents shall be filed with the minutes of the meetings of the Members. Action taken under this Section shall be effective when the requisite Members have signed the consent or consents, unless the consent or consents specify a different effective date.

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 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 therefor, paying debts and obligations of the Company.

(f) Borrowing money or otherwise committing the credit of the Company for Company activities, and voluntarily 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 applicable provisions of the Code.

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

(k) 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.

(l) 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 Election, Etc. of Managers.

(a) The Members hereby unanimously elect Choice Neighborhood III-R Development Corporation as the initial Manager of the Company, to serve until its successor(s) shall be duly elected and qualified.

(b) If any Person resigns or otherwise vacates the office of Manager, the Members shall elect a replacement Manager to serve the remaining term of such

office unless one or more other Persons then serve as Managers and the Members determine not to fill such vacancy. A Person may be removed as a Manager by the Members with or without cause at any time. A Manager may, but shall not be required to, be elected from among the Members. A Manager may be a natural person or an Entity.

5.03 Execution of Documents and Other Actions. If there is more than one Manager, the Managers may delegate to one or more of their number the authority to execute any documents or take any other actions deemed necessary or desirable in furtherance of any action that they have authorized on behalf of the Company as provided in this Operating Agreement.

5.04 Single Manager. When there is only one Person serving as 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.

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

5.06 Manager's Expenses and Fees. The Company shall reimburse the Manager for reasonable out-of-pocket expenses that 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.

5.07 Competition. During the existence of the Company, the Manager shall devote such time to the business of the Company as may reasonably be required to conduct its business in an efficient and profitable manner. The Manager, for its own account and for the account of others, may engage in business ventures, including the acquisition of real estate properties or interests therein and the development, operation, management and/or syndication of real estate properties or interests therein, which may compete with the business of the Company. The Member hereby expressly consents to the continued operation by the Manager of such properties and waives any claim for damages or otherwise, or rights to participate therein or with respect to the operation and profits or losses thereof.

5.08 Indemnification. The Company shall indemnify the 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 Manager may be entitled. The Manager may, upon the approval of the Member, 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.

5.10 Liability of Manager. So long as the Manager acts in good faith with respect to the conduct of the business and affairs of the Company, the Manager shall not be liable or accountable to the Company or to 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 that it may do or refrain from doing in connection with the business 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 Manager and the Company.

ARTICLE VI

CONTRIBUTIONS TO THE COMPANY AND DISTRIBUTIONS

6.01 Initial Capital Contributions. Each Member, upon the execution of this Operating Agreement, shall make as an initial Capital Contribution the amount shown on Exhibit A, which is attached hereto. The initial Capital Contribution to be made by any Person who hereafter is admitted as a Member and acquires its Membership Interest from the Company shall be determined by the Members.

6.02 Additional Capital Contributions. No Member shall be required to make any Capital Contribution in addition to its Initial Capital Contribution. Otherwise, the Members may make additional Capital Contributions to the Company only if such additional Capital Contributions are made pro rata by all the Members or all the Members consent in writing to any non-pro rata contribution. The fair market value of any property other than cash or widely traded securities to be contributed as an additional Capital Contribution shall be (a) agreed upon by the contributing Member and a majority in interest of the Members before contribution, or (b) determined by a disinterested appraiser selected by the Members.

6.03 Interests and Return of Capital Contribution. No Member shall receive any interest on its Capital Contribution. Except as otherwise specifically 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 Member's 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) In the event any membership interest in the Company is transferred in accordance with the terms of this Operating Agreement, the transferee shall succeed to the Capital Account of the transferor in proportion to the percentage of the transferor's membership interest transferred.

(d) 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 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 Members, and otherwise by the certified public accountant or accountants then serving the Company.

(e) 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; 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 in proportion to the percentage of the transferor's membership interest transferred.

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 IX 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. Except as otherwise provided in Section 6.09 hereof, 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.

6.09 Allocation with Respect to Property. If, at any time during the Company's existence, any Member contributes to the Company property with an adjusted basis to the contributing Member which is more or less than the agreed fair market value and such property is accepted by the Company at the time of its contribution, the taxable income, gain, loss, deductions and credits with respect to such contributed property for tax purposes only (but not for purposes of calculating the Members' respective Capital Accounts) shall be shared among the Members so as to take account of the variation between the basis of the property to the Company and its agreed fair market value at the time of contribution, pursuant to Section 704(c) of the Code.

ARTICLE VII

RECORDS, REPORTS, ETC.; PARTNERSHIP REPRESENTATIVE

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

7.02 Financial and Operating Statements and Tax Returns. The Manager shall keep or cause to be kept complete and accurate books and records of the affairs of the Company at its principal office. The Members shall have the right to inspect such records at reasonable times. Within seventy-five (75) days from the close of each fiscal year of the Company, the Manager shall cause to be delivered to the Members a statement setting forth such Member's 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 his federal, state and local income tax returns in accordance with all then applicable laws, rules and regulations. The Manager also shall cause to be prepared and filed all federal, state and local income tax returns required of the Company for each fiscal year.

7.03 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, 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 Manager. All withdrawals from any such bank accounts or investments established by the Manager under shall be made on such signature or signatures as may be authorized from time to time by the Manager. Any account opened for the Company shall not be commingled with other funds of the Manager or other interested persons.

7.04 Power of Attorney.

(a) The Members do hereby irrevocably constitute and appoint the Manager as the Members' true and lawful attorney, in their 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 that 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 Manager deems 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 that 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 Manager pursuant to subsection (a) is coupled with an interest, is irrevocable, and shall survive the termination, death or legal incompetency of the Member or such assignment of its Membership Interest.

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

7.04 Partnership Representative. The Members hereby appoint Karen R. Wilds as the partnership representative (the "Partnership Representative") in accordance with Section 6223(a) of the Code. The Partnership Representative may resign at any time. If Karen R. Wilds ceases to be the Partnership Representative for any reason, the Members, by majority vote, shall appoint a new Partnership Representative.

In the event of an income tax audit of any tax return, including administrative settlement and judicial review, the Partnership Representative shall be authorized to act for the Company subject, however, to the majority consent of the Members as to any extensions, filings, elections, agreements, settlements or any other material action as to any such matter.

Upon receipt of notice from the Internal Revenue Service (the "IRS") of the beginning of an administrative proceeding with respect to the Company, the Partnership Representative shall inform each Member. The Partnership Representative shall give

the Members prompt notice of any inquiry or other communication received from the IRS or other applicable tax authority regarding the tax treatment of the Company or the Members (as such), and shall, to the extent possible, give the Members prior notice of and a reasonable opportunity to review and comment upon any written communication the Partnership Representative intends to make to any such taxing authority in connection with any examination, audit or other inquiry involving the Company.

Each Member shall provide to the Company and the Company shall provide to the Members (i) such assistance as may be reasonable requested by such Member or the Company in connection with the preparation of any tax return, any audit or any claim of refund or credit in respect of taxes and (ii) any records or other information relevant to such tax returns, audits or claims, in each case relating to the business of the Company.

Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided below.

To the extent that the Company is assessed amounts under Section 6221(a) of the Code, the current or former Member(s) to which this assessment relates shall pay to the Company such Member's share of the assessed amounts, including such Member's share of any additional accrued interest assessed against the Company relating to such Member's share of the assessment, upon thirty (30) days of written notice from the Partnership Representative requesting the payment. At the reasonable discretion of the Partnership Representative, with respect to current Members, the Company may alternatively allow some or all of a Member's obligation pursuant to the preceding sentence to be applied to and reduce the next distribution(s) otherwise payable to such Member under this Agreement.

The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that any action taken by the Partnership Representative in connection with audits of the Company shall be binding upon such Member and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company.

The Company shall make any payments of assessed amounts under Section 6221 of the Code and shall allocate any such assessment among the current or former Members of the Company for the "reviewed year" to which the assessment relates in a manner that reflects the current or former Members' respective interests in the Company for that reviewed year based on such Member's share of such assessment as would have occurred if the Company had amended the tax returns for such reviewed year and such Member incurred the assessment directly (using the tax rates applicable to the Company under Section 6225(b) of the Code).

To each Member's Capital Account there will be debited any items in the nature of expenses or losses including such items that cannot be capitalized or deducted in computing taxable income, which for the avoidance of doubt, shall include any payment by the Company of an Imputed Underpayment or other nondeductible penalties and/or interest under the Code.

Within forty-five (45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Section 6226 of the Code, as amended by Section 1101 of the Bipartisan Budget Act of 2015, and furnish to the IRS and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

The above Partnership Representative Sections shall survive the termination of this Operating Agreement.

ARTICLE VIII

ASSIGNMENT; RESIGNATION

8.01 Assignment Generally. Except as provided in Section 8.02 of this Operating Agreement, the Members hereby covenant and agree that they will not sell, assign, transfer, mortgage, pledge, encumber, hypothecate or otherwise dispose of all or any part of their 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 thirty (30) days following the date on which the written offer is delivered to the Company. The consent of the Manager shall be required to authorize the exercise of such option by the Company. If the Company shall fail to accept the offer within the thirty (30) day period, such interest may during the following sixty (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 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 sixty (60)-day period shall thereafter remain subject to the terms of this Operating Agreement. Notwithstanding the preceding sentence, no assignee of a Membership Interest shall become a Member of the Company except upon the consent of a majority of the non-assigning Members.

8.02 Purchase of Certain Membership Interests.

(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 Member's Membership Interest upon the terms and conditions set forth in this Section 8.02. For purposes of the foregoing, an "Option Event" shall mean (i) the

cancellation or termination of a member (ii) the inability of the Member to pay its debts generally as they become due, (ii) any assignment by the Member for the benefit of its creditors, (iii) the filing by the Member of a voluntary petition in bankruptcy or similar insolvency proceedings, or (iv) the filing against the Member of an involuntary petition in bankruptcy or similar insolvency proceeding 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 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 book value of such Membership Interest. The book value is determined in accordance with normal accounting rules, except that book value of real estate owned by the Company shall be determined in accordance with the provisions of Section 8.02(d). The book value of the interest shall be the amount that the Option Member would receive in exchange for his entire interest in the Company if the Company sold all of its assets, subject to their liabilities, at their book 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 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) As to real estate that is owned by the Company, book value shall mean the city or county assessment as determined by the locality where the property is situate and located.

(e) 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.

8.03 Absolute Prohibition. Notwithstanding any other provision in this Article VIII, the Membership Interest of the Members, 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 or state securities laws in the opinion of counsel for the Company.

8.04 Members Acquiring Membership Interest from Company. No Person, other than the initial Members, who acquires a Membership Interest from the Company shall be admitted as a Member of the Company, except upon the consent of the Members.

8.05 Resignation. Except as provided herein, no Member shall have any right to voluntarily resign or otherwise withdraw from the Company without the written consent of all remaining Members of the Company.

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

8.06 Rights of an Assignee. If an assignee of a Membership Interest is not admitted as a Member because of the failure to satisfy the requirements hereof, such assignee shall nevertheless be entitled to receive such distributions from the Company as the assigning Member would have been entitled to receive under Sections 6.07 and 9.04(c) of this Operating Agreement with respect to such Membership Interest had the assigning Member retained such Membership Interest.

ARTICLE IX

DISSOLUTION AND TERMINATION

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

- (a) Any event that under the Act requires dissolution of the Company;
- (b) The unanimous vote of the Members' interest to the dissolution of the Company; and
- (c) The entry of a decree of judicial dissolution of the Company as provided in the Act.

9.02 Liquidation. Upon the dissolution of 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) Selling the Company's assets and, after the payment of Company liabilities, distributing the net proceeds therefrom to the Members 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 his Membership Interest. The interest conveyed to each Member in such assets shall constitute a percentage of the entire interests in such assets equal to such Member's Membership Interest.

9.03 Orderly Liquidation. A reasonable time not to exceed eighteen (18) 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.

9.04 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 expenses of liquidation, including a sales commission to the selling agent, if any; then

(b) Second, to the setting up of any reserves that the Manager (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 Manager (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 subsection; 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, 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 portion of the proceeds to which he would be entitled under the immediately preceding subsection if such property were sold at such fair market value.

9.05 Taxable Gain or Loss. Taxable income, gain and 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.

9.06 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.

9.07 Non Profit Purchase Option and Right of First Refusal Agreement. The Company is expressly authorized to enter into an exclusive Nonprofit Purchase Option and Right of First Refusal with Newport News Redevelopment and Housing Authority, which is a qualified nonprofit organization under the provisions of Section 42 of the Code, which Purchase Option shall comply with the requirements of such Section 42.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.01 Arbitration. All disputes and controversies between the parties hereto arising out of or in connection with this Agreement shall be submitted to arbitration pursuant to the following procedure. Either party may, by written notice to the other within thirty (30) days after the controversy has arisen hereunder, appoint an arbitrator who shall be either an attorney or accountant. The other party shall, by written notice, within fifteen (15) days after receipt of such notice by the first party, appoint a second arbitrator who shall also be an attorney or accountant, and in default of such second appointment the first party shall apply to the Clerk for the Circuit Court for the City of Newport News, to appoint the second arbitrator pursuant to the provisions of Section 8.01-581.03 of the Code of Virginia (1950). When two arbitrators have been appointed as hereinabove provided, they shall agree on a third arbitrator and shall appoint him by written notice signed by both of them and a copy mailed to each party hereto within fifteen (15) days after such appointment. On appointment of three arbitrators as hereinabove provided, such arbitrators shall hold an arbitration hearing within thirty (30) days after such appointment. At the hearing the three arbitrators shall allow each party to present his case, evidence, and witnesses, if any, in the presence of the other party, and shall render their award, including a provision for payment of costs and expenses of arbitration to be paid by one or both of the parties hereto, as the arbitrators deem just. The decision of the majority of the arbitrators shall be binding on the parties hereto (although each party shall retain his right to appeal any questions of law arising at the hearing), and judgment may be entered thereon in any court having jurisdiction.

10.02 Attorneys' Fees. In the event any Member brings an action to enforce any provisions of this Operating Agreement against the Company or any other Member, whether such action is at law, in equity or otherwise, the prevailing 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.

10.03 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 principal 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. Any such notice shall be deemed to have been given at the time it is deposited in the United States mail. Notice to a Person may also be given personally, by telecopy or by electronic mail sent to its address as it appears on the records of the Company. The addresses of the initial 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.

10.04 Application of Virginia Law. This Operating 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.

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

10.06 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

10.07 Headings. The headings in this Operating 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.

10.08 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.

10.09 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.

10.10 Severability. If any provision of this Operating Agreement or 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.

10.11 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.

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

10.13 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.

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


The undersigned, being all the Members of the Company, hereby agree, acknowledge and certify that the foregoing Operating Agreement constitutes the sole and entire Operating Agreement of the Company, adopted by the Members of the Company as of the date first written above. The Members further declare that the percentage Membership Interests specified below is their ownership interest in the Company.

MEMBERS:

Penrose LP, LLC – 99.99% Interest

By: _____
Mark H. Dambly, President

Choice Neighborhood III-R Development Corporation – 00.01% Interest

By: 
Karen R. Wilds, President

10.11 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.

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

10.13 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.

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

The undersigned, being all the Members of the Company, hereby agree, acknowledge and certify that the foregoing Operating Agreement constitutes the sole and entire Operating Agreement of the Company, adopted by the Members of the Company as of the date first written above. The Members further declare that the percentage Membership Interests specified below is their ownership interest in the Company.

MEMBERS:

Pennrose LP, LLC – 99.99% Interest

By: _____
Mark H. Dambly, President

Choice Neighborhood III-R Development Corporation – 00.01% Interest

By: _____
Karen R. Wilds, President

EXHIBIT A

Initial Capital Contribution:

Choice Neighborhood III-R Development Corporation \$ \$100

Pennrose LP, LLC \$ \$100

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of [____], 2021, by and between Choice Neighborhood III-R LLC, a Virginia limited liability company (the "Company"), Pennrose, LLC, a Pennsylvania limited liability company ("Pennrose") and Newport News Redevelopment and Housing Authority, a body politic and corporate and political subdivision organized and existing under the laws of the Commonwealth of Virginia ("NNRHA" together with Pennrose, the "Developer").

A. The Company is governed by its [First Amended and Restated] Operating Agreement] dated as of [____], 2021 (the "Operating Agreement") (capitalized terms used herein without definition shall have the definitions given them in the Operating Agreement).

B. The Company has been formed to develop, construct, own, maintain and operate a [71]-unit multifamily apartment complex intended for rental to families of low and moderate income, to be known as [Choice Neighborhood III-R] to be located at [____], Newport News, independent city, Virginia (the "Apartment Complex").

C. Choice Neighborhood III-R Development Corporation, a Virginia Corporation (the "Managing Member") and [____], a [____] (the "Investor Member") are the sole Members in the Company.

D. The Company desires to appoint the Developer to provide certain services for the Company with respect to overseeing the development of the Apartment Complex until all development work is completed.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Appointment. The Company hereby appoints the Developer to render services for the Company, and confirms and ratifies the appointment of the Developer with respect to services rendered for the Company to date, in supervising and overseeing the development of the Apartment Complex as herein contemplated.

2. Authority. In conformity with the provisions of the Operating Agreement, the Developer shall have, and has had, the authority and the obligation to:

(a) select the architect ("Architect"), coordinate the preparation of the plans and specifications (the "Plans and Specifications") and recommend alternative solutions whenever design details affect construction feasibility or schedules;

(b) insure that the Plans and Specifications are in compliance with all applicable codes, laws, ordinances, rules and regulations;

(c) negotiate all necessary contracts and subcontracts (other than the Construction Contract) for the construction of the Apartment Complex;

(d) choose the products and materials necessary to equip the Apartment Complex in a manner which satisfies all requirements of the Construction Loan and the Plans and Specifications;

(e) monitor disbursement and payment of amounts owed Architects and the subcontractors;

(f) insure that the Apartment Complex is constructed free and clear of all mechanics' and materialmen's liens;

(g) obtain an Architect's certificate that the work on the Apartment Complex is substantially complete and inspect the Architect's work;

(h) secure all building code approvals and obtain certificates of occupancy for all of the residential units of the Apartment Complex;

(i) cause the Apartment Complex to be completed in a prompt and expeditious manner, consistent with good workmanship, and in compliance with the following:

(i) the Plans and Specifications as they may be amended by the agreement of the parties hereto and with the consent of the mortgagee under the Construction Loan; and

(ii) any and all zoning regulations, county ordinances, including health, fire and safety regulations, and any other requirements of federal, state and local laws, rules, regulations and ordinances applicable to construction of the Apartment Complex;

(j) cause to be performed in a diligent and efficient manner the following:

(i) construction of the Apartment Complex pursuant to the Plans and Specifications, including any required off-site work; and

(ii) general administration and supervision of construction of the Apartment Complex, including, without limitation, activities of subcontractors and their employees and agents, and others employed as to the Apartment Complex in a manner which complies in all respects with the Construction Loan and the Plans and Specifications;

(k) keep, or cause to be kept, accounts and cost records as to the construction of the Apartment Complex;

(l) maintain, or cause to be maintained, at its expense, all office and accounting facilities and equipment necessary to adequately perform the foregoing functions;

(m) make available to the Company, during normal business hours and upon the Company's written request, copies of all material contracts and subcontracts;

(n) deliver to the Company the ALTA As-Built survey of the Apartment Complex construction;

(o) provide and periodically update an Apartment Complex construction time schedule which coordinates and integrates Architect's services with construction schedules;

(p) investigate and recommend a schedule for purchase by the Company of all materials and equipment requiring long lead time procurement, coordinate the schedule with Architect and expedite and coordinate delivery of such purchases;

(q) prepare pre-qualification criteria for bidders interested in participating in the construction of the Apartment Complex, establish bidding schedules and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques with any special systems, materials or methods;

(r) receive bids, prepare bid analyses and make recommendations to the Company for award of contracts or rejection of bids;

(s) coordinate the work of Architect to complete the Apartment Complex in accordance with the objectives as to cost, time and quality, and provide sufficient personnel at the Apartment Complex with authority to achieve such objectives;

(t) provide a detailed schedule of realistic activity sequences and durations, allocation of labor and materials and processing of shop drawings and samples;

(u) provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and the probable Substantial Completion Date, review the schedule for work not started or incomplete, recommend to the Company adjustments in the schedule to meet the probable Substantial Completion Date, provide summary reports of such monitoring, and document all changes in the schedule;

(v) recommend courses of action to the Company when requirements of subcontracts are not being fulfilled;

(w) revise and refine the approved estimate of construction cost, incorporate changes as they occur, and develop cash flow reports and forecasts as needed;

(x) provide regular monitoring of the approved estimate of construction cost, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs and advise the Company whenever projected Costs exceed budgets or estimates;

(y) develop and implement a system for review and processing of change orders as to construction of the Apartment Complex;

(z) develop and implement a procedure for the review and processing of applications by subcontractors for progress and final payments;

(aa) in collaboration with Architect, establish and implement procedures for expediting the processing and approval of shop drawings and samples; and

(bb) record the progress of the Apartment Complex and submit written progress reports to the Company and Architect, including the percentage of completion and the number and amounts of change orders.

Notwithstanding the foregoing, the Developer, in its capacity as Developer, shall not provide any services which are the sole responsibility of the Managing Member, including, without limitation, the following: (i) organization of the Company and negotiation of any sale of an Interest; (ii) obtaining permanent financing for the Apartment Complex; and (iii) the acquisition and preparation of the Land prior to commencing construction of the Apartment Complex.

3. Development Fee.

(a) For services performed and to be performed under Sections 1 and 2 of this Agreement, the Company shall pay the Developer a Development Fee in the aggregate amount of [] Dollars (\$) or such other amount approved by the Agency as its sole compensation for the performance of its services under and in connection with this Agreement. Payment of the Development Fee shall be subject to the terms and conditions of the Operating Agreement. Subject to the terms of the Operating Agreement, the Company shall pay the Development Fee as follows: (i) [\$] of the Development Fee shall be paid solely from the Cash Flow of the Company available pursuant to Section [] of the Operating Agreement, from Cost Savings pursuant to Section [], and from proceeds of the dissolution and liquidation of the Company pursuant to Section [] of the Operating Agreement (the “Deferred Development Fee”); (ii) [\$] of the Development Fee shall be paid at the time the Investor Member makes the First Installment; (iii) [\$] of the Development Fee shall be paid at the time the Investor Member makes the Second Installment; (iv) [\$] of the Development Fee shall be paid at the time the Investor Member makes the Fourth Installment; and (v) [\$] of the Development Fee shall be paid at the time the Investor Member makes the Fifth Installment. The Development Fee shall be split [%] to Pennrose and [%] to NNRHA.

(b) Notwithstanding the foregoing, if, at any time prior to the payment of the Development Fee in full, including the Deferred Development Fee, there are Development Deficits required to be paid by the Managing Member pursuant to [Section] of the Operating Agreement, the Developer and the Company agree that the Managing Member shall have the right, with the Consent of the Investor Member, to elect to fund such Development Deficits by causing the Company and the Developer to change some or all of the cash portion of the Development Fee that would otherwise be paid in accordance with Sections 3(a)(iii), (iv) and (v) above (but in no event to exceed the lesser of [\$] or the unpaid cash portion of the Development Fee) into Deferred Development Fee (a “DDF Election”); provided, the Investor Member shall Consent to such deferral if the Investor Member determines, in its sole discretion, that all of the Deferred Development Fee (including any additional deferral to pay Development Costs) can be repaid by the Company through distributions from the cash flow waterfall under Section [] within thirteen years after Rental Achievement, further provided that such Consent shall not be required if the Deferred Development Fee is not included in the Eligible Basis and the Investor Member’s Capital Account is expected to remain positive throughout the period of eleven (11) taxable years beginning with the first taxable year of the Credit Period. Any Deferred Development Fee

resulting from a DDF Election shall be paid in accordance with Section 3(a)(i) hereof. In no event shall the total amount of the Development Fee be increased as a result of such DDF Election.

(c) No interest shall accrue on the outstanding Deferred Development Fee (including, without limitation, any Deferred Development Fee resulting from a DDF Election). All payments made to the Deferred Development Fee shall be applied to the outstanding balance of the Deferred Development Fee until the Deferred Development Fee is paid in full. Any outstanding balance shall be payable by the earlier of thirteen (13) years following the Placed in Service Date or the date of liquidation of the Company.

(d) Notwithstanding the timing of the payment of the Capital Contributions of the Investor Member, in any event the Company shall pay the entire earned and accrued amount of the Development Fee (other than the Deferred Development Fee including, without limitation, any Deferred Development Fee resulting from a DDF Election) within three (3) years from the date of this Agreement.

(e) The Development Fee shall be earned during construction proportionate to the percentage of completion of construction, with the entire Development Fee earned upon issuance of certificates of occupancy for all buildings in the Apartment Complex.

(f) Notwithstanding anything else in this Agreement to the contrary, if the Developer fails to complete construction of the Apartment Complex at a total depreciable cost such that the Apartment Complex does not satisfy the "50% test" under Code Section 42(h)(4)(B), then the Development Fee shall be reduced on a dollar for dollar basis to the extent the payment of such Development Fee would cause less than 51% of the aggregate cost basis of the construction and the basis of the land on which the construction is located, as such terms are defined in Code Section 42(h)(4)(B), to be financed by an obligation described in Code Section 42(h)(4)(A).

4. Developer Guaranty of Costs of Construction. The Developer warrants that the aggregate costs to the Company for the items includable in Development Costs as identified on the Development Budget shall not exceed the aggregate amounts for such items reflected on the Development Budget (the "Developer Cost Guaranty"). If the aggregate costs to the Company for the items includable in Development Costs exceed the aggregate amount for such items reflected in the Development Budget and such excess costs cannot be funded through Permitted Sources and a DDF Election, the Developer shall pay such excess when and as incurred. Any amounts paid by the Developer pursuant to this Section 4 shall not be repaid by the Company.

5. Withholding of Fee Payments. If (a) the Developer or the Managing Member, or any successor Managing Member, shall not have substantially complied with any material provisions under this Agreement and the Operating Agreement, (b) an Event of Default has occurred under the Operating Agreement, (c) any financing commitment of any Lender or any agreement entered into by the Company for financing related to the Apartment Complex shall have terminated prior to its respective termination date(s), or (d) foreclosure proceedings have been commenced against the Apartment Complex, then the Developer shall be in default of this Agreement, and the Company shall withhold payment of any installment of the fee payable to the Developer pursuant to Section 3 of this Agreement. All amounts so withheld by the Company under this Section 5 shall be promptly released to the Developer only after the Developer has cured

the default justifying the withholding, as demonstrated by evidence reasonably acceptable to the Investor Member.

6. Assignment of Fees. The Developer shall not assign, pledge or otherwise encumber, for security or otherwise, the Development Fee set forth above to be made by the Company, or any portion(s) thereof or any right(s) of the Developer thereto, without the Consent of the Investor Member.

7. Construction Warranty.

(a) The Developer hereby warrants to the Company and to the Investor Member that the materials and equipment furnished in accordance with this Agreement will be of good quality, that the work will be free from defects, and that the work will conform with the requirements of the Plans and Specifications. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If requested by the Investor Member, or the Project Lenders, the Developer shall furnish satisfactory evidence as to the kind and quality of materials and equipment used in the construction of the Apartment Complex.

(b) If, within one (1) year after Completion Date, any of the structural or non-structural work performed to construct the Apartment Complex is found to be materially defective or not in accordance in all material respects with the Plans and Specifications and with all applicable building codes, laws, rules and regulations, the Developer shall correct or cause the Contractor to correct such defect(s) promptly after receipt of written notice from the Company or the Investor Member to do so. With respect to portions of the work first performed after Completion Date, such one (1) year period shall be extended by the period of time between the Completion Date and the actual performance of the work. The obligation under this Section shall survive acceptance of the work performed to construct the Apartment Complex. If a material defect is discovered more than one (1) year after the Completion Date, as such period may be extended under this Section, and such defect was known to the Developer or an Affiliate of the Developer and was not disclosed to the Company and the Investor Member in writing or was intentionally concealed by the Developer or such Affiliate, then the Developer shall promptly take such action as may be necessary, at the Developer's sole expense, to correct such defective work to the satisfaction of the Investor Member.

8. Successors and Assigns. This Agreement shall be binding on the parties hereto, their heirs, successors and assigns. However, this Agreement may not be assigned by any party hereto without the Consent of the Investor Member, nor may it be terminated without the Consent of the Investor Member.

9. Termination. If the Managing Member withdraws from the Company for any reason whatsoever, including the removal of the Managing Member, this Agreement shall terminate effective on the date of such withdrawal (an "Early Termination") unless the Company and the Investor Member otherwise elect in writing. If an Early Termination occurs, then Developer shall not be entitled to any payments of the Development Fee and the Developer shall forfeit as additional damages any Development Fee which has not been paid as of the date of such Early Termination. If an Early Termination occurs, the Developer shall remain liable for all

damages, liabilities and claims (“Claims”) arising under or in connection with this Agreement which are based on acts or omissions prior to the date of such termination, including Claims which do not become manifest until after the date of such termination. The Developer shall have no right to terminate this Agreement without the Consent of the Company and the Investor Member, which Consent may be withheld in the sole discretion of any party.

10. No Lien Filings. The Developer hereby represents, warrants and covenants that neither it nor its Affiliates shall file a mechanic’s lien, materialmen’s lien or other lien against the Apartment Complex or any other assets of the Company, and hereby waives and releases any right it may have or may hereafter acquire to file such a lien against the Apartment Complex or any other assets of the Company. The Developer shall indemnify and hold harmless the Company and the Investor Member from any losses, damages, and/or liabilities, to or as a result of a breach of this provision.

11. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

12. 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.

13. Waiver of Jury Trial. **EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS DEVELOPMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE AMENDMENT HEREOF, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE DEVELOPMENT AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.**

14. No Continuing Waiver. 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.

15. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of Virginia.

16. Third Party Beneficiary. The Investor Member is a third party beneficiary of this Agreement, and the Company and the Developer hereby expressly agree that any amendment to this Agreement shall not be effective unless and until same is Consented to by the Investor Member.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have caused this Development Agreement to be duly executed as of the date first written above.

COMPANY:

CHOICE NEIGHBORHOOD III-R LLC,
a Virginia limited liability company

By: Choice Neighborhood III-R
Development Corporation, a Virginia
Corporation, its managing member

By: _____
Karen R. Wilds
President

DEVELOPER:

PENNROSE, LLC, a Pennsylvania limited
liability company

By: _____
Mark H. Dambly
President

NEWPORT NEWS REDEVELOPMENT
AND HOUSING AUTHORITY

By: _____
Karen R. Wilds
Executive Director

B

Virginia State Corporation
Commission Certification
(MANDATORY)



Choice Neighborhood III-R

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 6, 2021

This is to certify that the certificate of organization of

Choice Neighborhood III-R LLC

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

Effective date: January 6, 2021



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, appearing to read "Bernard J. Stogdole".

Clerk of the Commission

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, JANUARY 6, 2021

The State Corporation Commission has found the accompanying articles of organization submitted on behalf of

Choice Neighborhood III-R LLC

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective January 6, 2021.

The limited liability company is granted the authority conferred on it by law in accordance with the articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Jehmal T. Hudson", with a long horizontal flourish extending to the right.

Jehmal T. Hudson
Commissioner



**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

Office of the Clerk

January 6, 2021

Elizabeth Patrick Heath
701 Town Center Drive
Suite 800
Newport News, VA, 23606

RECEIPT

RE: Choice Neighborhood III-R LLC
ID: 11118467
FILING NO: 2101062760497
WORK ORDER NO: 202101061243910

Dear Customer:

This is your receipt for \$100.00 to cover the fee for filing articles of organization for a limited liability company with this office.

The effective date of the certificate of organization is January 6, 2021.

If you have any questions, please call (804) 371-9733 or toll-free 1-866-722-2551.

Sincerely,

Bernard J. Logan
Clerk of the Commission

Delivery Method: Email

C

Principal's Previous
Participation Certification
(MANDATORY)



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

O. Previous Participation Certification



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. Virginia Housing 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: _____

Name of Applicant (entity): _____

I hereby certify that:

1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and

Previous Participation Certification, cont'd

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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

Signature

Printed Name

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

O. Previous Participation Certification



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. Virginia Housing 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: _____

Name of Applicant (entity): _____

I hereby certify that:

1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and

Previous Participation Certification, cont'd

- 9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
- 10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
- 11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
- 12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
- 13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
- 14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
- 15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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



Signature

Printed Name

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



Previous Participation Certification

Development Name: Choice Neighborhood III-R
Name of Applicant (entity): Choice Neighborhood III-R. 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 employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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

Signature

Mark H. Dambly

Printed Name

03/08/21

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



Previous Participation Certification

Development Name:
Name of Applicant (entity):

Choice Neighborhood III-R
Choice Neighborhood III-R 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 employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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


Signature

Karen R. Wilds

Printed Name

02/19/21

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

D

List of LIHTC Developments

(Schedule A)
(MANDATORY)



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

List of LIHTC Developments (Schedule A)



Development Name: Choice Neighborhood III-R
Name of Applicant: Choice Neighborhood III-R 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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name:	Richard Banhart		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 of the firm 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 1721 Springdale Road - Weinberg Commons I, Cherry Hill, NJ	1721 Springdale Urban Renewal Associates, LLC (267) 386-8600	Y	80	79	10/30/2019	12/16/2020	N
2 50 Penn - Brooklyn NY	50 Penn LLC (267) 386-8600 (267) 386-8600	Y	218	218	N/A - In construction	N/A - Not yet issued	N
3 A. Harry Moore 3, Jersey City NJ	AHM Housing Urban Renewal Associates LLC (267) 386-8600	Y	60	49	11/23/2011	11/28/2012	N
4 A. Harry Moore 4, Jersey City NJ	AHM Housing Urban Renewal Associates IV LLC (267) 386-8600	Y	70	59	5/3/2016	12/21/2016	N
5 Academy Place Preservation, Trenton NJ	El Barrio Academy Place Urban Renewal Associates, LLC (267) 386-8600	Y	40	40	7/31/2014	12/23/2014	N
6 Alexander Hamilton 1 Paterson 9, 011, L	Alexander Hamilton Associates LLC (267) 386-8600	Y	80	80	8/31/2011	5/30/2014	N
7 Alexander Hamilton 2, Paterson NJ	Alexander Hamilton II Associates LLC (267) 386-8600	Y	50	50	6/1/2015	3/14/2016	N
8 Alexander Hamilton 3, Paterson NJ	Alexander Hamilton III Associates LLC (267) 386-8600	Y	50	50	5/16/2014	8/12/2015	N
9 Allentown Center Square, Allentown PA	Allentown Center Square Housing Partnership, LP (267) 386-8600	Y	63	63	12/20/2005	11/19/2007	N
10 Allison Hill 2, Hartsburg PA	Allison NIB H Associates (267) 386-8600	Y	29	29	12/27/2000	6/20/2001	N
11 Apollo Dye 2, Paterson NJ	Apollo Dye II Associates LLC (267) 386-8600	Y	63	63	7/1/2017	8/31/2018	N
12 Apollo Dye 1, Paterson NJ	Apollo Dye Associates LLC (267) 386-8600	Y	70	70	7/31/2015	5/27/2016	N
13 Arlington Heights 1, Youngstown OH	Arlington Heights Housing 191112a113.112.11_ (267) 386-8600	Y	46	46	8/30/2007	8/21/2008	N
14 Arlington Heights 2, Youngstown OH	Arlington Heights Housing Partnership II LP (267) 386-8600	Y	29	29	10/29/2008	10/15/2009	N
16 Baldwin's Run 8, Camden NJ	Westfield Acres Urban Renewal Associates I LP (267) 386-8600	Y	73	73	11/2/2007	8/3/2009	N
17 Baldwin's Run 9, Camden NJ	Westfield Acres Urban Renewal Associates III LP (267) 386-8600	Y	74	74	5/15/2007	9/23/2008	N
18 Baldwin's Run, Camden NJ	Westfield Acres Urban Renewal Associates LP (267) 386-8600	Y	78	78	6/1/2003	10/9/2007	N
19 Basin Housing, Newport KY	Basin Housing Limited Partnership (267) 386-8600	Y	20	20	11/21/2006	1/16/2008	N
20 Bensalem Veterans Residences, Bensalem PA	BSV Housing LP (267) 386-8600	Y	40	40	12/10/2020	N/A - Not yet issued	N
22 Booth Street, Salisbury MD	Booth Street Phase I LLC (267) 386-8600	Y	84	84	12/20/2016	6/30/2018	N
23 Braddock Senior Housing, Braddock PA	Braddock Housing Initiative LP (267) 386-8600	Y	53	53	2/17/2010	8/31/2010	N
24 Bradhurst Apartments, New York NY	Bradhurst Apartments LLC (267) 386-8600	Y	20	20	4/20/2007	5/5/2008	N
25 Branch Village, Camden NJ	Branch Village Housing Urban Renewal LLC (267) 386-8600	Y	58	58	7/5/2011	5/29/2012	N
26 Brownstones 2, PhiladeLP (267) 386-8600	Diamond Street Housing Partnership 11 LP (267) 386-8600	Y	46	46	10/31/2016	2017	N
27 Burwood Gardens, Glen Burnie MD	Burwood Gardens Senior LLC (267) 386-8600	Y	100	100	11/18/2013	12/27/2014	N
28 Bushwick Gardens, Brooklyn NY	Bushwick Gardens I LLC (267) 386-8600	Y	372	0	N/A - in construction	N/A - Not yet issued	N
29 C.W. Brooks, Hagerstown MD	C.W. Brooks LLC (267) 386-8600	Y	60	60	6/30/2011	8/24/2012	N
30 Campbell Purcell	Brackett Road Housing LLC (267) 386-8600 (267) 386-8600	Y	65	50	Various	12/4/2020	N
31 Camp Kilmer A	Camp Kilmer A Urban Renewal Associates LLC (267) 386-8600	Y	86	86	7/21/2020	N/A - Not yet issued	N
32 Carl Miller Homes, Trenton NJ	Carl Miller Associates I LLC (267) 386-8600	Y	204	204	7/31/2014	4/22/2015	N
33 Cedar 2, Cleveland OH	Cedar Redevelopment Phase II LP (267) 386-8600	Y	50	30	12/12/2016	4/30/2018	N
34 Cedar 1, Cleveland OH	Cedar Redevelopment Phase I LP (267) 386-8600	Y	61	61	4/30/2017	4/30/2018	N
35 Centennial Place 2, Farrell PA	Steel City Housing Partnership LP II (267) 386-8600	Y	34	34	7/15/2005	3/1/2006	N
37 Centerville 12, Camden NJ	Centerville Urban Renewal 12 LLC (267) 386-8600	Y	70	70	6/1/2009	11/23/2009	N
38 Centerville 7, Camden NJ	Centerville Housing Urban Renewal Associates LLC (267) 386-8600	Y	74	74	12/12/2008	8/3/2009	N

List of LIHTC Developments (Schedule A)

39	Chapel Green, Baltimore MD	Pennrose East Baltimore Rental LLC (267) 386-8600	Y	63	48	6/18/2009	9/13/2010	N
40	Chateau (The), Baltimore MD	Chateau Housing Partnership LLC (267) 386-8600	Y	47	35	10/31/2002	2/18/2005	N
42	Church Street/H.E. Kapp, Flemington NJ	Church Street Housing Urban Renewal Associates LP (267) 386-8600	Y	60	60	11/10/2005	1/4/2008	N
43	City View Landing Family, Newark NJ	Scudder Flames Family Urban Renewal LP (267) 386-8600	Y	58	58	5/5/2008	4/22/2010	N
44	City view Landing Senior, Newark NJ	Scudder Homes Senior Urban Renewal LP (267) 386-8600	Y	48	48	9/15/2008	3/19/2010	N
45	Clairton Apartments, Clairton PA	Clairton Housing Partnership LP (267) 386-8600	Y	44	44	12/1/2004	7/18/2005	N
48	Cloisters 3, Philadel.P (267) 386-8600 Ohio PA	Cloisters III Housing Partnership LP (267) 386-8600	Y	50	50	3/22/2007	9/9/2008	N
49	Costello Building, Old Bridge NJ	Old Bridge Housing Urban Renewal II LLC (267) 386-8600	Y	61	61	12/20/2006	10/10/2008	N
50	Collage Hill Place, Mobile, AL	Collage Hill Place LLC (267) 386-8600	Y	80	80	7/30/2018	9/16/2019	N
51	Crest Manor, Abington Twp PA	Crest Manor Housing Partnership LP (267) 386-8600	Y	46	46	11/30/2017	12/6/2019	N
52	Cumberland Gardens 1, Allentown PA	Cumberland Gardens I Housing Partnership LP (267) 386-8600	Y	74	74	10/31/2012	3/30/2016	N
53	Cumberland Gardens 2, Allentown PA	Cumberland Gardens 2 Housing Partnership	Y	70	70	10/9/2014	5/31/2016	N
54	Deanwood Hills, Washington DC	Deanwood Hills LLC (267) 386-8600	Y	150	150	8/31/2018	5/31/2019	N
55	Delaware Terrace 1, Easton PA	Delaware Terrace Housing I LP (267) 386-8600	Y	56	56	12/13/2010	8/17/2012	N
56	Delaware Terrace 2, Easton PA	Delaware Terrace Housing II LP (267) 386-8600	Y	40	40	12/7/2011	2/19/2013	N
57	East Hampton Town Center, Eastamp3Pn Twp. NJ	Eastampton Urban Renewal Associates LP (267) 386-8600	Y	100	100	8/19/2002	4/28/2003	N
59	Fairgrounds 1, Chester Twp. PA	Fairgrounds Housing Partnership LP (267) 386-8600	Y	73	73	12/1/2008	3/4/2010	N
60	Fairgrounds 2, Chester Twp. PA	Fairgrounds Housing Partnership II LP (267) 386-8600	Y	71	71	12/9/2010	6/24/2011	N
61	Fairgrounds 3, Chester Twp. PA	Fairgrounds Housing Partnership III LP (267) 386-8600	Y	48	48	3/28/2012	12/27/2012	N
62	Fairgrounds 4, Chester Twp. PA	Fairgrounds Housing Partnership IV LP (267) 386-8600	Y	71	71	6/29/2013	12/4/2014	N
63	Fairview Village, Phoenixville PA	Fairview Court Development LP (267) 386-8600	Y	36	36	6/26/2013	12/17/2014	N
65	Felton Lofts, Steelton PA	Steelton Walnut Limited Partnership	Y	63	63	5/31/2012	5/23/2013	N
67	French Creek Manor, Phoenixville PA	French Creek Housing Partnership LP (267) 386-8600	Y	70	70	11/9/2004	3/22/2005	N
68	Garden Valley 2, Cleveland OH	Garden Valley Housing Partnership II LP (267) 386-8600	Y	57	57	7/28/2011	1/18/2013	N
69	Garden Valley 3, Cleveland OH	Garden Valley Housing Partnership III LP (267) 386-8600	Y	69	69	12/30/2011	2/20/2014	N
70	Garden Valley 1, Cleveland OH	Garden Valley Housing Partnership I LP (267) 386-8600	Y	81	81	12/16/2010	3/7/2012	N
71	Garden Valley 4, Cleveland OH	Garden Valley Housing Partnership IV LP (267) 386-8600	Y	60	60	12/14/2016	10/27/2017	N
72	Garfield Court 1, Long Branch NJ	Garfield Court Urban Renewal Housing Associates LLC (267) 386-8600	Y	67	61	12/11/2008	12/22/2009	N
73	Garfield Court 2, Long Branch NJ	Garfield Two Housing Urban Renewal LP (267) 386-8600	Y	61	61	4/28/2010	6/14/2011	N
74	Gateway Crossing 1, Hagerstown MD	Gateway Crossing Housing Partnership LLC (267) 386-8600;	Y	83	83	12/24/2003	4/5/2005	N
75	Gateway Crossing 2, Hagerstown MD	Gateway Crossing Housing Partnership LLC II (267) 386-8600	Y	45	45	3/28/2005	11/27/2006	N
76	Gateway Crossing 3, Hagerstown MD	Gateway Crossing Housing Partnership LLC III (267) 386-8600	Y	77	77	12/5/2005	11/30/2007	N
77	Gateway Crossing 4, Hagerstown MD	Gateway Crossing Housing Partnership LLC (267) 386-8600 IV	Y	85	85	11/30/2006	9/22/2008	N
78	Glenarden Phase I, Lanham, MD	Glenarden Phase I, LLC (267) 386-8600	Y	114	87	4/29/2020	8/14/2020	N
79	Glenbrook at Oxmoor,	Birmingham AL Glenbrook at Oxmoor I LLC (267) 386-8600	Y	100	100	5/6/2009	6/11/2010	N
80	Hamilton (The), Poughkeepsie NY	400 Main LLC (267) 386-8600	Y	57	57	12/20/2005	9/7/2007	N
81	Hanover Shoe Senior, Hanover PA	Hanover Office Limited Partnership LP (267) 386-8600	Y	24	24	1/28/2008	9/9/2008	N
83	HART 1A, Allentown PA	HART I Housing Partnership LP (267) 386-8600	Y	80	80	11/15/2007	10/9/2008	N
84	HART 1B, Allentown PA	HART II Housing Partnership LP (267) 386-8600	Y	79	79	9/21/2007	4/14/2008	N
85	HART 2B, Allentown PA	HART IV Housing Partnership LP (267) 386-8600	Y	50	50	11/24/2009	2/8/2010	N
86	HART 2A, Allentown PA	HART III Housing Partnership LP (267) 386-8600	Y	60	60	12/11/2008	8/20/2010	N
87	Heritage Overlook, Glen Burnie MD	Heritage Overlook LLC (267) 386-8600	Y	100	100	5/30/2018	12/7/2018	N
88	Hermitage Senior, Hermitage PA	Hermitage Senior Housing LP (267) 386-8600	Y	40	40	12/18/2006	8/27/2007	N
89	Hickman Expansion, West Chester PA	326 N. Walnut Street LP (267) 386-8600	Y	60	60	12/23/2010	12/15/2011	N
91	Hope Gardens, Brooklyn NY	Hope Gardens I LLC (267) 386-8600	Y	949	949	N/A - In construction	N/A - Not yet issued	N
93	Jefferson Heights, New Wan CT	Jellerson Heights Housing LLC (267) 386-8600	Y	70	70	12/20/2013	3/5/2015	N

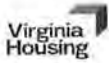
List of LIHTC Developments (Schedule A)

95	Jefferis Square Preservation, Chester PA	Jefferis Square Preservation LP (267) 386-8600	Y	36	36	8/31/2014	6/29/2015	N
96	Kinder Park 1, Ridley Twp. PA	Kinder Park Housing Partnership I LP (267) 386-8600	Y	48	48	12/19/2015	8/4/2017	N
97	Kinder Park 2, Ridley Twp. PA	Kinder Park Housing Partnership II LP (267) 386-8600	Y	50	50	12/6/2016	9/25/2018	N
98	Kinder Park 3, Ridley Twp. PA	Kinder Park Housing Partnership III LP (267) 386-8600	Y	56	56	1/30/2018	3/23/2020	N
99	Laurel Estates, North Union Twp. PA	Laurel Estates Housing LP (267) 386-8600	Y	56	56	11/26/2008	6/18/2009	N
100	Legacy Commons, Farrell PA	Legacy Commons Housing Partnership LP (267) 386-8600	Y	29	29	9/27/2004	6/30/2005	N
101	Liberty Place, Fort Lee NJ	Fort Lee Housing Associates LP (267) 386-8600	Y	60	60	11/20/2003	10/15/2007	N
103	Lincoln Park 1A, Springfield OH	Lincoln Park Housing Partnership a LP (267) 386-8600	Y	40	40	5/14/2008	3/27/2009	N
104	Lincoln Park 2, Springfield OH	Lincoln Park Housing Partnership III LP (267) 386-8600	Y	24	24	11/13/2009	8/27/2010	N
105	Lincoln Park 1B, Springfield OH	Lincoln Park Housing Partnership II LP (267) 386-8600	Y	68	68	6/30/2008	7/9/2009	N
106	Lofts/Master Street, Philadelphia, PA	Master Street Housing Partnership LP (267) 386-8600	Y	62	62	12/16/2005	6/27/2007	N
108	Maheer Manor, Old Bridge NJ	Old Bridge Housing Urban Renewal Partnership LP (267) 386-8600	Y	100	100	3/7/2005	7/28/2008	N
109	Manchester Commons 3, Pittsburgh PA	Manchester Housing Partnership LP III (267) 386-8600	Y	18	18	12/2/1999	4/27/2001	N
110	Manchester Commons 4, Pittsburgh PA	Manchester Housing partnership LP IV (267) 386-8600	Y	23	23	12/22/2000	6/29/2001	N
111	Maple Shade Mews, Maple Shade NJ	North Fork Landing Associates LP (267) 386-8600	Y	100	100	12/3/2004	12/10/2007	N
116	McCaille Homes 2, Chattanooga TN	Allan Park Housing Partnership LLC (267) 386-8600	Y	101	101	12/31/2005	2/24/2006	N
117	McCaille Homes 3, Chattanooga TN	The Villages Housing Partnership LLC (267) 386-8600	Y	102	102	12/15/2006	2/27/2007	N
119	Memphis Triangle 2, Memphis TN	Memphis Triangle Family LLC (267) 386-8600	Y	106	86	11/21/2013	5/18/2015	N
120	Memphis Triangle 3, Memphis TN	Memphis Triangle Phase III LLC (267) 386-8600	Y	105	84	11/21/2014	2/23/2015	N
121	Memphis Triangle 4, Memphis TN	Memphis Triangle Phase IV LLC (267) 386-8600	Y	67	63	10/13/2015	12/31/2015	N
122	Memphis Triangle I, Memphis TN	Memphis Triangle Senior LLC (267) 386-8600	Y	84	84	12/13/2012	12/31/2012	N
123	Meriden Commons I, Meriden, CT	Meriden Mills I LLC (267) 386-8600	Y	75	60	6/30/2018	12/17/2018	N
124	Oaks at Park Pointe (Meriwether Redevelopment I), Griffin GA	Meriwether Redevelopment I LLC (267) 386-8600	Y	84	84	11/20/2015	5/19/2016	N
125	Iris at Park Pointe (Meriwether III), Griffin, GA	Meriwether Redevelopment II LLC (267) 386-8600	Y	85	85	12/30/2017	3/7/2019	N
126	Terraces at the Park (Meriwether III), Griffin, GA	Meriwether Redevelopment III LLC (267) 386-8600	Y	68	68	12/3/2018	11/25/2019	N
127	Meritt Mill Road, Salisbury, MD	Meritt Mill Road LLC (267) 386-8600	Y	75	67	Various	12/2/2020	N
130	Montgomery Heights II, Newark, NJ	Montgomery Two Housing Urban Renewal, LLC (267) 386-8600	Y	154	153	2/4/2020	N/A - Not yet issued	N
131	Montgomery Heights, Newark NJ	Montgomery Street Housing Urban Renewal LLC (267) 386-8600	Y	80	80	8/31/2010	9/14/2011	N
132	Moravia Park, Baltimore MO	Moravia Park Drive LLC (267) 386-8600	Y	60	60	3/30/2009	5/12/2010	N
133	New Brunswick Performing Arts Center, New Brunswick NJ	NBCCR Urban Renewal LLC (267) 386-8600	Y	207	42	2/5/2020	N/A - Not yet issued	N
134	North Hills 1, Ross Twp. PA	North Hills Housing ± LP (267) 386-8600	Y	60	60	12/6/2010	8/26/2011	N
135	North Hills 2, Ross Twp. PA	North Hills Housing II LP (267) 386-8600	Y	37	37	2/4/2011	1/10/2012	N
136	North Hills Manor, Glenside, PA	NHM Housing LP (267) 386-8600	Y	50	50	N/A - In construction	N/A - Not yet issued	N
137	Oaks at Camden, Chattanooga TN	Johnson Terrace LLC (267) 386-8600	Y	57	57	11/26/2007	2/21/2008	N
139	Obery Court 1, Annapolis MD	Obery Court Phase I LLC (267) 386-8600	Y	50	50	5/5/2010	2/24/2011	N
140	Obery Court 2, Annapolis MD	Obery Court/College Creek Phase 11 LLC (267) 386-8600	Y	63	63	12/7/2012	4/9/2014	N
141	Obery Court 3, Annapolis MD	Obery Court/College Creek Phase 111 LLC (267) 386-8600	Y	61	61	6/10/2016	3/31/2017	N
142	Orchard Ridge 2, Baltimore MD	Orchard Ridge Rental II LLC (267) 386-8600	Y	72	57	3/3/2009	8/26/2010	N
143	Orchard Ridge 3, Baltimore MD	Orchard Ridge Rental III LLC (267) 386-8600	Y	77	77	10/23/2009	1/24/2011	N
144	Orchard Ridge 4, Baltimore MD	Orchard Ridge Rental IV LLC (267) 386-8600	Y	64	64	10/30/2014	12/1/2015	N
145	Orchard Ridge 5, Baltimore MD	Orchard Ridge Rental V LLC (267) 386-8600	Y	65	58	7/1/2017	5/30/2018	N
146	Orchard Ridge I, Baltimore MD	Orchard Ridge Rental I LLC (267) 386-8600	Y	100	80	7/16/2008	9/14/2009	N
148	Patriot's Cove, Barnegat NJ	patriot's Cove Urban Renewal Associates LLC (267) 386-8600	Y	46	46	6/30/2009	10/20/2010	N

List of LIHTC Developments (Schedule A)

149	Pearlye Suifing, Camden NJ	Pearlye Urban Renewal Associates LP (267) 386-8600	Y	69	64	6/27/2006	6/29/2007	N
150	Penn Hills, Ridley Twp. PA	Ridley Development Associates LP (267) 386-8600	Y	49	49	4/16/2012	4/5/2013	N
152	Pointe View at Aspen Hill, Aspen Hill, MD	Parkview at Aspen Hill, LLC (267) 386-8600	Y	120	108	9/30/2019	2/27/2020	N
153	Presidential Estates, Long Branch NJ	Grant Court Housing Urban Renewal Associates LP (267) 386-8600	Y	70	70	12/19/2007	8/3/2009	N
154	Prospec Plaza 1, New York NY	Ocean Hill LLC (267) 386-8600	Y	110	110	6/16/2016	3/31/2017	N
155	Prospec Plaza 2, New York NY	Ocean HTH II LLC (267) 386-8600	Y	149	149	1/15/2017	7/6/2018	N
156	Prospec Plaza 3, New York NY	Ocean Hill III LLC (267) 386-8600	Y	135	135	11/30/2018	9/9/2019	N
157	Providence Square 2, New Brunswick NJ	Providence Square Housing Urban Renewal LLC (267) 386-8600	Y	53	53	10/20/2010	6/1/2011	N
158	Pusey Estates, Upland PA	Pusey Estates Housing Partnership LP (267) 386-8600	Y	77	77	7/22/2005	9/19/2006	N
159	Regent Terrace, Philadelphia PA	Regent Terrace Housing Partnership LP (267) 386-8600	Y	80	80	12/9/2005	1/24/2007	N
160	Reservoir Hill, Baltimore MD	Reservoir Hill Housing LLC (267) 386-8600	Y	64	64	12/20/2006	10/14/2008	N
161	Riveria, Baltimore, MD	Riviera Apartments, LLC (267) 386-8600	Y	55	41	10/31/2018	5/17/2019	N
162	Roosevelt Hospital, Edison NJ	Roosevelt Hospital Housing Urban Renewal Associates LLC (267) 386-8600	Y	55	135	11/30/2017	10/23/2019	N
163	Sacred Heart Residences, Allentown, PA	Sacred Heart Residences LP (267) 386-8600	Y	61	61	2/28/2017	12/13/2018	N
164	Salem Homes 1, Salem NJ	Salem Housing Urban Renewal Associates LP (267) 386-8600	Y	63	63	12/31/2002	9/26/2008	N
165	Salem Homes 2, Salem NJ	Salem Housing Urban Renewal Associates II LP (267) 386-8600	Y	44	44	12/29/2003	9/26/2008	N
166	Seaview Manor, Long Branch NJ	Seaview Housing Urban Renewal Associates LLC (267) 386-8600	Y	40	40	12/14/2006	2/25/2009	N
167	Sheidrake (The), Philadelphia PA	4901 Spruce Associates (267) 386-8600	Y	33	33	12/27/2004	8/23/2005	N
168	St. Luke's 1, Cleveland OH	St. Luke's Housing Partnership LLC (267) 386-8600	Y	72	72	12/29/2011	5/29/2013	N
169	Skyline Tower, New Brunswick NJ	Skyline Lessee LLC (267) 386-8600	Y	70	14	11/1/2003	10/10/2008	N
170	Somerton Court, Bensalem Twp. PA	Somerton Court Residences LP (267) 386-8600	Y	60	60	4/26/2013	11/18/2014	N
171	South Greengale Commons, Hempfield Twp. PA	South Greengale Commons Housing LP (267) 386-8600	Y	45	45	9/26/2013	9/5/2014	N
172	St. Luke's 2, Cleveland OH	St. Luke's Housing Partnership II LLC (267) 386-8600	Y	65	65	9/30/2012	12/17/2013	N
173	St. Stephens, Washington DC	4000 Benning Road LLC (267) 386-8600	Y	71	71	12/31/2017	2/28/2019	N
174	Steiner Redevelopment, Chattanooga TN	Steiner Redevelopment LLC (267) 386-8600	Y	48	48	6/21/2012	9/4/2013	N
175	Stoneridge Villas Phase I, Madison, AL	Balch Development LLC (267) 386-8600	Y	80	80	7/18/2019	5/19/2020	N
176	Studevan School, Darby Twp. PA	Studevan School Housing Partnership LP (267) 386-8600	Y	36	36	2/1/2001	7/27/2001	N
177	Tullio Towers, Erie PA	The Pennsylvanian House Partnership LP (267) 386-8600	Y	113	113	11/8/2007	6/12/2008	N
178	Upland Estates, Upland PA	Upland Estates Housing Partnership LP (267) 386-8600	Y	50	50	12/27/2006	10/1/2008	N
179	Upland Terrace, Upland PA	Upland Terrace Housing Partnership LP (267) 386-8600	Y	51	51	12/31/2004	12/12/2005	N
180	Uplands Rental, Baltimore MD	Uplands Rental Phase I LLC (267) 386-8600	Y	104	77	7/11/2012	4/11/2014	N
181	Vernon House, Philadelphia PA (267) 386-8600	Vernon House Housing Partnership LP (267) 386-8600	Y	68	68	9/2/2005	7/19/2006	N
182	Warner Robins Redevelopment - Warner Robins GA	WR Wall Street LLC (267) 386-8600	Y	90	59	Various	9/28/2020	N
183	Weinberg Commons II - Cherry Hill NJ	Springdale II Urban Renewal Associates LLC (267) 386-8600	Y	80	80	11/20/2020	N/A - Not yet issued	N
187	Westbrook Village I, Hartford CT	Westbrook I Housing LLC (267) 386-8600	Y	75	60	N/A - In construction	N/A - Not yet issued	N
188	Widow's Home, Pittsburgh PA	Renaissance Housing FP II LP (267) 386-8600	Y	24	24	11/27/2006	8/27/2007	N
189	William Way, Philadelphia PA	Spruce Street Senior Residences LP (267) 386-8600	Y	56	56	11/29/2013	3/18/2015	N
190	Woodbridge Township, Avenel, NJ	Cedar Meadows Housing Associates LLC (267) 386-8600	Y	101	100	9/30/2019	12/10/2020	N
191	Woodrow Wilson 2, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates II LP (267) 386-8600	Y	57	57	12/11/2013	4/29/2015	N
192	Woodrow Wilson 3, Long Branch NJ	Woodrow Wilson Housing Associates Three LP (267) 386-8600	Y	51	46	10/27/2014	10/9/2015	N
193	Woodrow Wilson I, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates LP (267) 386-8600	Y	65	65	11/25/2013	12/4/2014	N
194	Wyman House, Baltimore MD	Wyman House LLC (267) 386-8600	Y	175	175	11/30/2017	6/30/2018	N
195	Wynne Senior, Philadelphia PA	Wynne Senior Residences LP (267) 386-8600	Y	51	51	3/31/2017	4/5/2019	N
196	Yates Village Phase I, Schenectady, NY	Yates Village I LLC (267) 386-8600	Y	89	74	July 2020	N/A - Not yet issued	N
201	Dumplin Hall, Wilkinsburg PA	Dumplin Hall Housing Partnership LP	Y	46	46	12/19/2006	10/8/2007	N

List of LIHTC Developments (Schedule A)



Development Name: Choice Neighborhood III B
 Name of Applicant: Choice Neighborhood III R 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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Mark Dambly

Controlling GP (CGP) or 'Named' Managing Member of Proposed Property? Y
 Y or N

Principal's Name	Development Name/Location	CGP or 'Named' Managing Member of the firm 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"
	1721 Springdale Road - Weinberg Commons I, Cherry Hill, NJ	1721 Springdale Urban Renewal Associates, LLC (267) 386-8600	80	79	10/30/2019	12/6/2020	N
	50 Penn - Brooklyn NY	50 Penn LLC (267) 386-8600	218	218	N/A - in construction	N/A - Not yet issued	N
	A. Harry Moore 3, Jersey City NJ	AHM Housing Urban Renewal Associates LLC (267) 386-8600	60	49	11/23/2011	11/28/2012	N
	A. Harry Moore 4, Jersey City NJ	AHM Housing Urban Renewal Associates IV LLC (267) 386-8600	30	59	5/3/2016	12/21/2016	N
	Academy Place Preservation, Trenton NJ	El Barrio Academy Place Urban Renewal Associates, LLC (267) 386-8600	40	40	7/31/2014	12/23/2014	N
	Alexander Hamilton 1 Paterson NJ	Alexander Hamilton Associates LLC (267) 386-8600	80	80	8/31/2011	5/30/2014	N
	Alexander Hamilton 2, Paterson NJ	Alexander Hamilton II Associates LLC (267) 386-8600	50	50	8/1/2015	3/14/2016	N
	Alexander Hamilton 3, Paterson NJ	Alexander Hamilton III Associates LLC (267) 386-8600	50	50	5/16/2014	8/19/2015	N
	AllenTown Center Square, AllenTown PA	AllenTown Center Square Housing Partnership, LP (267) 386-8600	63	63	12/29/2008	11/19/2007	N
	Allison Hill 2, Harrisburg PA	Allison Hill II Associates (267) 386-8600	29	29	1/1/2017	6/20/2001	N
	Apollo Dye 2, Paterson NJ	Apollo Dye II Associates LLC (267) 386-8600	63	63	7/31/2015	8/31/2018	N
	Apollo Dye 1, Paterson NJ	Apollo Dye Associates LLC (267) 386-8600	70	70	7/31/2015	1/16/2008	N
	Arlington Heights 1, Youngstown OH	Arlington Heights Housing 1911 (267) 386-8600	46	46	8/30/2007	8/21/2008	N
	Arlington Heights 2, Youngstown OH	Arlington Heights Housing Partnership II LP (267) 386-8600	29	29	10/29/2008	10/13/2009	N
	Baldwin's Run 8, Camden NJ	Westfield Acres Urban Renewal Associates II LP (267) 386-8600	73	73	11/22/2007	8/3/2009	N
	Baldwin's Run 9, Camden NJ	Westfield Acres Urban Renewal Associates III LP (267) 386-8600	74	74	5/15/2007	9/23/2008	N
	Basin Housing, Westport NY	Basin Housing Limited Partnership (267) 386-8600	20	20	11/21/2006	1/16/2008	N
	Benetiam Veterans Residences, Benetiam PA	BSV Housing LP (267) 386-8600	40	40	12/10/2020	N/A - Not yet issued	N
	Booth Street, Salisbury MD	Booth Street Phase I LLC (267) 386-8600	84	84	12/20/2016	6/30/2018	N
	Broaddock Senior Housing, Broaddock PA	Broaddock Housing Initiative LP (267) 386-8600	53	53	2/17/2010	8/31/2010	N
	Brookhart Apartments, New York NY	Brookhart Apartments LLC (267) 386-8600	20	20	4/20/2007	5/5/2008	N
	Branch Village, Camden NJ	Branch Village Housing Urban Renewal LLC (267) 386-8600	58	58	7/5/2011	5/29/2012	N
	Brownstones 2, Philadelphia PA	Diamond Street Housing Partnership 11 LP (267) 386-8600	46	46	10/31/2016	2017	N
	Burwood Gardens, Glen Burnie MD	Burwood Gardens Senior LLC (267) 386-8600	100	100	11/18/2013	12/27/2014	N
	Bushwick Gardens, Brooklyn NY	Bushwick Gardens I LLC (267) 386-8600	372	0	N/A - in construction	N/A - Not yet issued	N
	C.W. Brooks, Hagerstown MD	C.W. Brooks LLC (267) 386-8600	60	60	6/30/2011	8/24/2012	N
	Campbell Purcell	Brackett Road Housing LLC (267) 386-8600	65	50	Various	12/4/2020	N
	Camp Kimber A	Camp Kimber A Urban Renewal Associates LLC (267) 386-8600	86	86	7/21/2020	N/A - Not yet issued	N
	Carl Miller Homes, Trenton NJ	Carl Miller Associates I LLC (267) 386-8600	204	204	7/31/2014	4/22/2015	N
	Cedar 2, Cleveland OH	Cedar Redevelopment Phase II LP (267) 386-8600	50	30	12/1/2014	4/30/2018	N
	Cedar 1, Cleveland OH	Cedar Redevelopment Phase I LP (267) 386-8600	61	61	4/30/2017	4/30/2018	N
	Centennial Place 2, Farrell PA	Steel City Housing Partnership II LP (267) 386-8600	34	34	7/15/2005	3/1/2006	N
	Centerville 12, Camden NJ	Centerville Urban Renewal 12 LLC (267) 386-8600	70	70	6/1/2009	11/23/2009	N
	Centerville 7, Camden NJ	Centerville Urban Renewal Associates LLC (267) 386-8600	74	74	12/13/2008	8/3/2009	N
	Chapel Green, Baltimore MD	Pennrose East Baltimore Rental LLC (267) 386-8600	63	48	6/18/2007	9/13/2019	N
	Chateau (The), Baltimore MD	Chateau Housing Partnership LLC (267) 386-8600	47	35	10/31/2002	2/18/2005	N
	Church Street (H.E. Kopp), Hagerstown NJ	Church Street Housing Urban Renewal Associates LP (267) 386-8600	60	60	11/10/2005	1/4/2008	N
	City View (Landing Family, Newark NJ)	Scudder Homes Family Urban Renewal LP (267) 386-8600	58	58	5/5/2008	4/22/2010	N
	City View (Landing Senior, Newark NJ)	Scudder Homes Senior Urban Renewal LP (267) 386-8600	48	48	9/15/2008	3/19/2010	N
	Claiborn Apartments, Clifton PA	Claiborn Housing Partnership LP (267) 386-8600	44	44	1/21/2004	7/18/2005	N
	Cloisters 3, Philadelphia PA	Cloisters II Housing Partnership LP (267) 386-8600	50	50	3/22/2007	9/9/2008	N
	Castello Building, Old Bridge NJ	Old Bridge Housing Urban Renewal II LLC (267) 386-8600	61	61	12/29/2006	10/10/2008	N
	Collage Hill Place, Mobile, AL	Collage Hill Place LLC (267) 386-8600	80	80	7/30/2018	9/16/2019	N
	Crest Manor, Abington Twp PA	Crest Manor Housing Partnership LP (267) 386-8600	46	46	11/30/2017	10/15/2019	N
	Cumberland Gardens 1, AllenTown PA	Cumberland Gardens I Housing Partnership LP (267) 386-8600	74	74	10/31/2012	3/30/2016	N
	Cumberland Gardens 2, AllenTown PA	Cumberland Gardens 2 Housing Partnership (267) 386-8600	70	70	10/9/2014	5/31/2016	N
	Dearwood Hills, Washington DC	Dearwood Hills LLC (267) 386-8600	150	150	8/31/2018	3/31/2019	N
	Delaware Terrace 1, Easton PA	Delaware Terrace Housing I LP (267) 386-8600	56	56	12/13/2010	8/17/2012	N
	Delaware Terrace 2, Easton PA	Delaware Terrace Housing II LP (267) 386-8600	40	40	12/17/2011	2/19/2013	N
	Fairgrounds 1, Chester Twp. PA	Fairgrounds Housing Partnership I LP (267) 386-8600	73	73	1/21/2008	3/4/2010	N
	Fairgrounds 2, Chester Twp. PA	Fairgrounds Housing Partnership II LP (267) 386-8600	71	71	1/29/2010	6/24/2011	N
	Fairgrounds 3, Chester Twp. PA	Fairgrounds Housing Partnership III LP (267) 386-8600	48	48	3/28/2012	12/27/2012	N
	Fairgrounds 4, Chester Twp. PA	Fairgrounds Housing Partnership IV LP (267) 386-8600	71	71	4/29/2013	12/4/2014	N
	Fairview Village, Phoenixville PA	Fairview Court Development LP (267) 386-8600	36	36	4/24/2013	12/17/2014	N
	Fellon Lath, Steffton PA	Steffton Court Development LP (267) 386-8600	63	63	5/31/2012	5/23/2013	N
	French Creek Manor, Phoenixville PA	Steffton Walnut Limited Partnership	70	70	11/27/2004	3/22/2005	N
	Garden Valley 2, Cleveland OH	French Creek Housing Partnership LP (267) 386-8600	57	57	7/28/2011	11/16/2013	N
	Garden Valley 3, Cleveland OH	Garden Valley Housing Partnership II LP (267) 386-8600	69	69	12/30/2011	2/20/2014	N
	Garden Valley 4, Cleveland OH	Garden Valley Housing Partnership III LP (267) 386-8600	61	61	12/16/2010	10/27/2012	N
	Garden Valley 1, Cleveland OH	Garden Valley Housing Partnership I LP (267) 386-8600	81	81	12/11/2008	12/22/2009	N
	Garden Valley 5, Cleveland OH	Garden Valley Housing Partnership IV LP (267) 386-8600	60	60	12/16/2010	6/7/2011	N
	Garfield Court 1, Long Branch NJ	Garfield Court Urban Renewal Housing Associates LLC (267) 386-8600	67	61	4/28/2010	4/1/2011	N
	Garfield Court 2, Long Branch NJ	Garfield Two Housing Urban Renewal LP (267) 386-8600	61	61	12/24/2003	4/5/2005	N
	Gateway Crossing 1, Hagerstown MD	Gateway Crossing Housing Partnership LLC (267) 386-8600	45	45	3/28/2005	11/27/2006	N
	Gateway Crossing 2, Hagerstown MD	Gateway Crossing Housing Partnership LLC (267) 386-8600 I	77	77	12/5/2005	11/30/2007	N
	Gateway Crossing 3, Hagerstown MD	Gateway Crossing Housing Partnership LLC (267) 386-8600 II	85	85	11/30/2006	9/22/2008	N
	Gateway Crossing 4, Hagerstown MD	Gateway Crossing Housing Partnership LLC (267) 386-8600 IV	114	87	4/29/2009	8/14/2020	N
	Glenbrook at Oxmoor, Glenbrook at Oxmoor, MD	Glenbrook Phase I, LLC (267) 386-8600	100	100	5/6/2009	6/11/2010	N
	Hamilton (The), Poughkeepsie NY	Birmingham At Glenbrook at Oxmoor I LLC (267) 386-8600	57	57	12/20/2005	9/7/2007	N
	Hanover Shoe Senior, Hanover PA	400 Main LLC (267) 386-8600	24	24	1/28/2008	9/9/2008	N
	HART 1A, AllenTown PA	Hanover Office Limited Partnership LP (267) 386-8600	80	80	11/15/2007	10/9/2008	N
	HART 1B, AllenTown PA	HART I Housing Partnership LP (267) 386-8600	39	39	9/21/2007	4/14/2008	N
	HART 2A, AllenTown PA	HART II Housing Partnership LP (267) 386-8600	50	50	11/24/2009	2/8/2010	N
	HART 2B, AllenTown PA	HART III Housing Partnership LP (267) 386-8600	60	60	12/11/2008	6/20/2010	N
	HART 2C, AllenTown PA	HART IV Housing Partnership LP (267) 386-8600	100	100	5/30/2018	12/7/2018	N
	Heritage Overlook, Glen Burnie MD	Heritage Overlook LLC (267) 386-8600	40	40	12/18/2006	8/27/2007	N
	Heritage Senior, Hermitage PA	Heritage Senior Housing LP (267) 386-8600	40	40	12/22/2010	12/15/2011	N
	Hickman Expansion, West Chester PA	326 N. Walnut Street LP (267) 386-8600	969	969	N/A - in construction	N/A - Not yet issued	N
	Hope Gardens, Brooklyn NY	Hope Gardens I LLC (267) 386-8600	70	70	12/20/2013	3/5/2015	N
	Jefferson Heights, New Wan CT	Jefferson Heights Housing LLC (267) 386-8600	46	46	7/03/2003	12/18/2003	N
	Jefferson School, Polittown PA	Jefferson School Housing Partnership LP (267) 386-8600	36	36	8/31/2014	6/29/2015	N
	Jeffers Square Preservation, Chester PA	Jeffers Square Preservation LP (267) 386-8600	48	48	12/19/2015	8/4/2017	N
	Kinder Park 1, Ridley Twp. PA	Kinder Park Housing Partnership I LP (267) 386-8600	50	50	12/8/2016	9/25/2018	N
	Kinder Park 2, Ridley Twp. PA	Kinder Park Housing Partnership II LP (267) 386-8600	56	56	1/30/2018	3/22/2020	N

List of LIHTC Developments (Schedule A)

89	Laurel Estates, North Union Twp. PA	Laurel Estates Housing LP (267) 386-8600	Y	36	36	11/26/2008	6/18/2009	N
90	Legacy Commons, Farrell PA	Legacy Commons Housing Partnership LP (267) 386-8600	Y	29	29	9/27/2004	8/30/2005	N
91	Liberty Place, Fort Lee NJ	Fort Lee Housing Associates LP (267) 386-8600	Y	60	60	11/20/2003	10/15/2007	N
92	Limerick Green, Limerick PA	Limerick Green Housing Partnership LP (267) 386-8600	Y	80	80	4/27/2000	12/25/2000	N
93	Lincoln Park 1A, Springfield OH	Lincoln Park Housing Partnership A LP (267) 386-8600	Y	40	40	5/14/2009	3/27/2009	N
94	Lincoln Park 2, Springfield OH	Lincoln Park Housing Partnership B LP (267) 386-8600	Y	24	24	11/13/2009	8/27/2010	N
95	Lincoln Park 3, Springfield OH	Lincoln Park Housing Partnership C LP (267) 386-8600	Y	48	48	4/30/2008	7/9/2009	N
96	Loft/Master Street, Philadelphia, PA	Master Street Housing Partnership LP (267) 386-8600	Y	42	42	12/14/2003	4/27/2007	N
97	Manchester Commons 3, Pittsburgh PA	Manchester Housing Partnership LP III (267) 386-8600	Y	18	18	12/27/2000	4/27/2001	N
98	Manchester Commons 4, Pittsburgh PA	Manchester Housing Partnership LP IV (267) 386-8600	Y	23	23	12/22/2000	4/27/2001	N
99	McCollie Homes 2, Chattanooga TN	Alan Park Housing Partnership LLC (267) 386-8600	Y	101	101	12/31/2005	2/24/2006	N
100	McCollie Homes 3, Chattanooga TN	The Villages Housing Partnership LLC (267) 386-8600	Y	102	102	12/31/2005	2/24/2006	N
101	Memphis Triangle 2, Memphis TN	Memphis Triangle Family LLC (267) 386-8600	Y	106	106	11/21/2013	3/18/2015	N
102	Memphis Triangle 3, Memphis TN	Memphis Triangle Phase III LLC (267) 386-8600	Y	105	84	11/21/2014	2/23/2015	N
103	Memphis Triangle 4, Memphis TN	Memphis Triangle Phase IV LLC (267) 386-8600	Y	67	63	10/13/2015	12/31/2015	N
104	Memphis Triangle 1, Memphis TN	Memphis Triangle Senior LLC (267) 386-8600	Y	84	84	12/13/2012	12/31/2012	N
105	Meriden Commons 1, Meriden, CT	Meriden Mills I LLC (267) 386-8600	Y	75	40	4/30/2018	12/1/2018	N
106	Oaks at Park Pointe (Meriwether Redevelopment I), Griffin	Meriwether Redevelopment I LLC (267) 386-8600	Y	84	84	11/20/2015	5/19/2016	N
107	Is at Park Pointe (Meriwether II), Griffin, GA	Meriwether Redevelopment II LLC (267) 386-8600	Y	85	85	12/30/2017	3/17/2019	N
108	Terraces at the Park (Meriwether III), Griffin, GA	Meriwether Redevelopment III LLC (267) 386-8600	Y	68	68	12/31/2018	11/25/2019	N
109	Merri Mill Road, Salisbury, MD	Merri Mill Road LLC (267) 386-8600	Y	75	47	Various	12/27/2020	N
110	Montgomery Heights II, Newark, NJ	Montgomery Two Housing Urban Renewal LLC (267) 386-8600	Y	154	153	2/4/2020	N/A - Not yet issued	N
111	Montgomery Heights, Newark NJ	Montgomery Street Housing Urban Renewal LLC (267) 386-8600	Y	80	80	6/31/2010	9/14/2011	N
112	Maravia Park, Baltimore MD	Maravia Park Drive LLC (267) 386-8600	Y	60	40	3/30/2009	5/12/2010	N
113	New Brunswick Performing Arts Center, New Brunswick NJ	NBCCR Urban Renewal LLC (267) 386-8600	Y	207	42	2/5/2020	N/A - Not yet issued	N
114	North Hills 1, Ross Twp. PA	North Hills Housing I LP (267) 386-8600	Y	60	60	12/4/2010	8/26/2011	N
115	North Hills 2, Ross Twp. PA	North Hills Housing II LP (267) 386-8600	Y	37	37	2/14/2011	1/10/2012	N
116	North Hills Manor, Glenide, PA	NHM Housing LP (267) 386-8600	Y	50	50	N/A - in construction	N/A - Not yet issued	N
117	Oaks at Camden, Chattanooga TN	Johnson Terrace LLC (267) 386-8600	Y	57	57	11/26/2007	9/12/2008	N
118	Obery Court 1, Annapolis MD	Obery Court Phase I LLC (267) 386-8600	Y	50	50	5/5/2010	2/7/2011	N
119	Obery Court 2, Annapolis MD	Obery Court/College Creek Phase II LLC (267) 386-8600	Y	63	43	12/7/2012	4/9/2014	N
120	Obery Court 3, Annapolis MD	Obery Court/College Creek Phase III LLC (267) 386-8600	Y	61	61	8/10/2016	3/31/2017	N
121	Orchard Ridge 2, Baltimore MD	Orchard Ridge Rental II LLC (267) 386-8600	Y	77	77	3/3/2009	8/24/2010	N
122	Orchard Ridge 3, Baltimore MD	Orchard Ridge Rental III LLC (267) 386-8600	Y	77	77	10/23/2009	1/24/2011	N
123	Orchard Ridge 4, Baltimore MD	Orchard Ridge Rental IV LLC (267) 386-8600	Y	64	64	10/30/2014	12/1/2015	N
124	Orchard Ridge 5, Baltimore MD	Orchard Ridge Rental V LLC (267) 386-8600	Y	65	58	7/1/2017	5/30/2018	N
125	Orchard Ridge 6, Baltimore MD	Orchard Ridge Rental VI LLC (267) 386-8600	Y	100	80	7/16/2008	9/14/2009	N
126	Oxford Village, Oxford PA	Oxford Village Housing Partnership LP (267) 386-8600	Y	50	50	11/8/1999	12/1/2000	N
127	Patriot's Cove, Barnegat NJ	Patriot's Cove Urban Renewal Associates LLC (267) 386-8600	Y	46	46	4/30/2009	10/20/2010	N
128	Pearlye Sulling, Camden NJ	Pearlye Urban Renewal Associates LP (267) 386-8600	Y	49	44	6/27/2006	6/29/2007	N
129	Penn Hills, Ridley Twp. PA	Ridley Development Associates LP (267) 386-8600	Y	49	49	4/16/2012	4/5/2013	N
130	Pointe View at Aspen Hill, Aspen Hill, MD	Pointe View at Aspen Hill, LLC (267) 386-8600	Y	120	108	9/30/2019	2/27/2020	N
131	Presidential Estates, Long Branch NJ	Grant Court Housing Urban Renewal Associates LP (267) 386-8600	Y	70	70	12/19/2007	8/3/2009	N
132	Prospect Plaza 1, New York NY	Ocean Hill LLC (267) 386-8600	Y	110	110	6/16/2016	3/31/2017	N
133	Prospect Plaza 2, New York NY	Ocean Hill II LLC (267) 386-8600	Y	149	149	1/15/2017	7/16/2018	N
134	Prospect Plaza 3, New York NY	Ocean Hill III LLC (267) 386-8600	Y	135	135	11/30/2018	9/9/2019	N
135	Providence Square 2, New Brunswick NJ	Providence Square Housing Urban Renewal LLC (267) 386-8600	Y	53	53	10/23/2010	6/17/2011	N
136	Pussey Estates, Upland PA	Pussey Estates Housing Partnership LP (267) 386-8600	Y	77	77	7/22/2005	9/19/2006	N
137	Regent Terrace, Philadelphia PA	Regent Terrace Housing Partnership LP (267) 386-8600	Y	80	80	12/9/2006	1/24/2007	N
138	Reservoir Hill, Baltimore MD	Reservoir Hill Housing LLC (267) 386-8600	Y	44	44	12/20/2006	10/14/2008	N
139	Riviera, Baltimore, MD	Riviera Apartments, LLC (267) 386-8600	Y	55	41	10/31/2018	5/17/2019	N
140	Roosevelt Hospital, Edison NJ	Roosevelt Hospital Housing Urban Renewal Associates LLC (267) 386-8600	Y	55	135	11/30/2017	10/23/2019	N
141	Sacred Heart Residences, Allentown, PA	Sacred Heart Residences LP (267) 386-8600	Y	61	61	2/28/2017	12/13/2018	N
142	Salem Homes 1, Salem NJ	Salem Housing Urban Renewal Associates LP (267) 386-8600	Y	43	43	12/31/2002	9/26/2008	N
143	Salem Homes 2, Salem NJ	Salem Housing Urban Renewal Associates II LP (267) 386-8600	Y	44	44	12/29/2003	9/26/2008	N
144	Seaview Manor, Long Branch NJ	Seaview Housing Urban Renewal Associates LLC (267) 386-8600	Y	40	40	12/14/2006	2/25/2009	N
145	Sheldrake (The), Philadelphia PA	4901 Spruce Associates (267) 386-8600	Y	33	33	12/27/2004	8/23/2005	N
146	St. Luke's 1, Cleveland OH	St. Luke's Housing Partnership LLC (267) 386-8600	Y	72	72	12/29/2011	5/29/2013	N
147	Skyline Towers, New Brunswick NJ	Skyline Lease LLC (267) 386-8600	Y	70	14	11/1/2003	10/10/2008	N
148	Somerton Court, Bensalem Twp. PA	Somerton Court Residences LP (267) 386-8600	Y	60	60	4/26/2013	11/18/2014	N
149	South Greendale Commons, Hempfield Twp. PA	South Greendale Commons Housing LP (267) 386-8600	Y	45	45	9/26/2013	9/5/2014	N
150	St. Luke's 2, Cleveland OH	St. Luke's Housing Partnership II LLC (267) 386-8600	Y	65	45	9/30/2012	12/17/2013	N
151	St. Stephens, Washington DC	4000 Benning Road LLC (267) 386-8600	Y	71	71	12/31/2017	2/28/2019	N
152	Steiner Redevelopment, Chattanooga TN	Steiner Redevelopment LLC (267) 386-8600	Y	48	48	6/21/2012	9/14/2013	N
153	Stoneridge Villas Phase 1, Madison, AL	Ston Development LLC (267) 386-8600	Y	80	80	7/18/2019	5/19/2020	N
154	Tulia Towers, Erie PA	The Pennsylvania House Partnership LP (267) 386-8600	Y	113	113	11/8/2007	6/12/2008	N
155	Upland Estates, Upland PA	Upland Estates Housing Partnership LP (267) 386-8600	Y	50	50	12/27/2006	10/1/2008	N
156	Upland Terrace, Upland PA	Upland Terrace Housing Partnership LP (267) 386-8600	Y	51	51	12/31/2004	12/1/2005	N
157	Uplands Rental, Baltimore MD	Uplands Rental Phase I LLC (267) 386-8600	Y	104	77	11/1/2012	4/11/2014	N
158	Vernon House, Philadelphia PA	Vernon House Housing Partnership LP (267) 386-8600	Y	68	68	9/2/2005	7/19/2006	N
159	Warner Robins Redevelopment - Warner Robins GA	WR Wal Street LLC (267) 386-8600	Y	90	59	Various	9/28/2020	N
160	Weinberg Commons II - Cherry Hill NJ	Springdale II Urban Renewal Associates LLC (267) 386-8600	Y	80	80	11/20/2020	N/A - Not yet issued	N
161	Westbridge Apartments, Bridgewater PA	Westbridge Housing Partnership LP (267) 386-8600	Y	24	24	7/5/2000	12/1/2000	N
162	Westbrook Village 1, Hartford CT	Westbrook I Housing LLC (267) 386-8600	Y	75	60	N/A - in construction	N/A - Not yet issued	N
163	Widow's Home, Pittsburgh PA	Renaissance Housing LP II LP (267) 386-8600	Y	24	24	11/27/2006	6/27/2007	N
164	William Way, Philadelphia PA	Spruce Street Senior Residences LP (267) 386-8600	Y	56	56	11/29/2013	3/18/2015	N
165	Woodbridge Township, Avenel, NJ	Cedar Meadows Housing Associates LLC (267) 386-8600	Y	101	100	9/30/2019	12/10/2020	N
166	Woodrow Wilson 2, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates II LP (267) 386-8600	Y	57	57	12/11/2013	4/29/2015	N
167	Woodrow Wilson 3, Long Branch NJ	Woodrow Wilson Housing Associates Three LP (267) 386-8600	Y	51	46	10/27/2014	10/9/2015	N
168	Woodrow Wilson 1, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates LP (267) 386-8600	Y	65	65	11/25/2013	12/4/2014	N
169	Wyman House, Baltimore MD	Wyman House LLC (267) 386-8600	Y	175	175	11/30/2017	6/30/2018	N
170	Wynne Senior, Philadelphia PA	Wynne Senior Residences LP (267) 386-8600	Y	51	51	3/31/2017	4/5/2019	N
171	York Family Residences York, PA	York Family Residences LLC	Y	56	56	N/A - in construction	N/A - Not yet issued	N
172	Fairmount-Nine Griffin, GA	Fairmount-Nine Oaks LLC	Y	130	130	N/A - in construction	N/A - Not yet issued	N
173	The Residences at North Hill Bond 47 Alexandria, VA	The Residences at North Hill Bond 47 LLC	Y	47	47	N/A - in construction	N/A - Not yet issued	N
174	The Residences at North Hill Bond 94 Alexandria, VA	The Residences at North Hill Bond 94 LLC	Y	94	94	N/A - in construction	N/A - Not yet issued	N
175	The Residences at North Hill 2 Alexandria, VA	The Residences at North Hill 2 LLC	Y	75	75	N/A - in construction	N/A - Not yet issued	N
176	The Senior Residences at North Hill Alexandria, VA	The Senior Residences at North Hill LLC	Y	63	63	N/A - in construction	N/A - Not yet issued	N
177	Mary D Stone Auburn, MA	Mary D. Stone LLC	Y	55	45	N/A - in construction	N/A - Not yet issued	N
178	Renaissance Row Baltimore, MD	Renaissance Row LLC	Y	84	84	N/A - in construction	N/A - Not yet issued	N
179	Dover Veterans Dover, NJ	Dover Veterans Urban Renewal Associates LLC	Y	70	70	N/A - in construction	N/A - Not yet issued	N
180	Eastern Woods Findlay, OH	Eastern Woods Senior LLC	Y	50	50	N/A - in construction	N/A - Not yet issued	N
181	Warner Robins Apartments Warner Robins, GA	WR Wal Street II LLC	Y	90	75	N/A - in construction	N/A - Not yet issued	N
182	Cedar Apartments Cleveland, OH	Cedar Redevelopment Phase III LLC	Y	75	75	N/A - in construction	N/A - Not yet issued	N
183	Kinder Park IV-A Woodlyn, PA	Kinder Park Housing Partnership IV-A LLC	Y	39	39	N/A - in construction	N/A - Not yet issued	N
184	Kinder Park IV-B Woodlyn, PA	Kinder Park Housing Partnership IV-B LLC	Y	57	57	N/A - in construction	N/A - Not yet issued	N
185	Riverside Housing Wilmington, DE	Riverside Housing Partnership I LLC	Y	74	59	N/A - in construction	N/A - Not yet issued	N
186	Estate Donor Redevelopment Project (Estate Tulu Phase I) St Thomas, USVI	Donor Redevelopment Partners LLC	Y	84	84	N/A - in construction	N/A - Not yet issued	N
187	Newlowne 20 Annapolis, MD	Newlowne 20, LLC	Y	78	78	N/A - in construction	N/A - Not yet issued	N
188	Westbrook III Hartford, CT	Westbrook III Housing LLC	Y	65	49	N/A - in construction	N/A - Not yet issued	N
189	Julia Bancroft Apartments Auburn, MA	Julia Bancroft LLC	Y	60	45	N/A - in construction	N/A - Not yet issued	N
190	Residences at Glenarden Hills 2 Lanharn, MD	Residences at Glenarden Hills 2 LLC	Y	55	55	10/30/2020	N/A - Not yet issued	N
191	Camp Kimer Phase B Edison, NJ	Camp Kimer B Urban Renewal Associates LLC	Y	85	85	9/24/2020	N/A - Not yet issued	N

List of LIHTC Developments (Schedule A)

204							
205							
* Must have the ability to bind the LIHTC entity document with partnership/operating agreements and <u>page 2402</u> (per entity/development) for a total of 6.			1st PAGE				
			TOTAL:	13,999	13,076	93%	LIHTC as % of Total Units v 01.01.21

List of LIHTC Developments (Schedule A)



Development Name: Choice Neighborhood III-R
Name of Applicant: Choice Neighborhood III-R 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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name:	Project Name	Controlling GP (CGP) or Named Managing Member of Proposed Property ⁷		Y	Y or N					
						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
	1721 Springdale Road - Weinberg Commons I, Cherry Hill, NJ	1721 Springdale Urban Renewal Associates, LLC (267) 386-8600	Y	80	79	10/30/2019	12/6/2020			
	50 Penn - Brooklyn NY	50 Penn LLC (267) 386-8600	Y	218	218	N/A - in construction	N/A - Not yet issued			
	A. Harry Moore 3, Jersey City NJ	AHM Housing Urban Renewal Associates LLC (267) 386-8600	Y	40	40	11/23/2011	11/28/2012			
	A. Harry Moore 4, Jersey City NJ	AHM Housing Urban Renewal Associates IV LLC (267) 386-8600	Y	70	59	5/3/2016	12/21/2016			
	Academy Place Preservation, Irantown NJ	El Barlo Academy Place Urban Renewal Associates, LLC (267) 386-8600	Y	40	40	7/31/2014	12/23/2014			
	Alexander Hamilton 1, Paterson 011, L	Alexander Hamilton Associates LLC (267) 386-8600	Y	80	80	8/31/2011	5/30/2014			
	Alexander Hamilton 2, Paterson NJ	Alexander Hamilton II Associates LLC (267) 386-8600	Y	50	50	4/11/2015	3/14/2016			
	Alexander Hamilton 3, Paterson NJ	Alexander Hamilton III Associates LLC (267) 386-8600	Y	50	50	5/16/2014	8/12/2015			
	Apollo Dye 2, Paterson NJ	Apollo Dye II Associates LLC (267) 386-8600	Y	63	63	7/1/2017	8/31/2018			
	Apollo Dye 1, Paterson NJ	Apollo Dye Associates LLC (267) 386-8600	Y	70	70	7/31/2015	5/27/2016			
	Bensalem Velerans Residences, Bensalem PA	BSV Housing LP (267) 386-8600	Y	40	40	12/10/2020	N/A - Not yet issued			
	Booth Street, Salisbury MD	Booth Street Phase I LLC (267) 386-8600	Y	84	84	12/20/2016	6/30/2018			
	Braddock Senior Housing, Braddock PA	Braddock Housing Initiative LP (267) 386-8600	Y	53	53	2/17/2010	8/31/2010			
	Branch Village, Camden NJ	Branch Village Housing Urban Renewal LLC (267) 386-8600	Y	58	58	7/5/2011	5/29/2012			
	Burwood Gardens, Glen Burnie MD	Burwood Gardens Senior LLC (267) 386-8600	Y	100	100	11/18/2013	12/27/2014			
	Bushwick Gardens, Brooklyn NY	Bushwick Gardens LLC (267) 386-8600	Y	372	0	N/A - in construction	N/A - Not yet issued			
	C.W. Brooks, Hagerstown MD	C.W. Brooks LLC (267) 386-8600	Y	60	60	6/30/2011	8/24/2012			
	Campbell Purcell	Brackett Road Housing LLC (267) 386-8600	Y	65	50	Various	12/4/2020			
	Camp Kilmer A	Camp Kilmer A Urban Renewal Associates LLC (267) 386-8600	Y	86	86	7/21/2020	12/4/2020			
	Carl Miller Homes, Irantown NJ	Carl Miller Associates I LLC (267) 386-8600	Y	204	204	7/31/2014	4/22/2015			
	Cedar 2, Cleveland OH	Cedar Redevelopment Phase II LP (267) 386-8600	Y	50	30	12/12/2016	4/30/2018			
	Cedar 1, Cleveland OH	Cedar Redevelopment Phase I LP (267) 386-8600	Y	61	61	4/30/2017	4/30/2018			
	Centennial Place 2, Fairport PA	Steel City Housing Partnership LP II (267) 386-8600	Y	34	34	7/15/2005	3/1/2006			
	Chapel Green, Baltimore MD	Steno East Baltimore Rental LLC (267) 386-8600	Y	63	48	6/18/2009	9/13/2010			
	Collage Hill Place, Mobile, AL	Collage Hill Place LLC (267) 386-8600	Y	80	80	7/30/2018	9/16/2019			
	Crest Manor, Abington Twp. PA	Crest Manor Housing Partnership LP (267) 386-8600	Y	44	44	11/30/2017	12/6/2019			
	Cumberland Gardens 1, Allentown PA	Cumberland Gardens I Housing Partnership LP (267) 386-8600	Y	74	74	10/31/2012	3/30/2016			
	Cumberland Gardens 2, Allentown PA	Cumberland Gardens 2 Housing Partnership (267) 386-8600	Y	70	70	10/9/2014	5/31/2016			
	Deerwood Hills, Washington DC	Deerwood Hills LLC (267) 386-8600	Y	150	150	8/31/2018	5/31/2019			
	Delaware Terrace 1, Easton PA	Delaware Terrace Housing I LP (267) 386-8600	Y	54	54	12/13/2010	8/17/2012			
	Delaware Terrace 2, Easton PA	Delaware Terrace Housing II LP (267) 386-8600	Y	40	40	12/7/2011	2/19/2013			
	Fairgrounds 1, Chester Twp. PA	Fairgrounds Housing Partnership LP (267) 386-8600	Y	73	73	12/1/2008	3/4/2010			
	Fairgrounds 2, Chester Twp. PA	Fairgrounds Housing Partnership II LP (267) 386-8600	Y	71	71	12/9/2010	4/24/2011			
	Fairgrounds 3, Chester Twp. PA	Fairgrounds Housing Partnership III LP (267) 386-8600	Y	48	48	3/28/2012	12/23/2012			
	Fairgrounds 4, Chester Twp. PA	Fairgrounds Housing Partnership IV LP (267) 386-8600	Y	71	71	4/29/2013	12/4/2014			
	Fairview Village, Phoenixville PA	Fairview Court Development LP (267) 386-8600	Y	36	36	4/24/2013	12/17/2014			
	Fallon Lolis, Steelton PA	Steelton Walnut Limited Partnership	Y	63	63	5/31/2012	5/23/2013			
	Garden Valley 2, Cleveland OH	Garden Valley Housing Partnership II LP (267) 386-8600	Y	57	57	7/28/2011	11/18/2013			
	Garden Valley 3, Cleveland OH	Garden Valley Housing Partnership III LP (267) 386-8600	Y	69	69	12/30/2011	2/20/2014			
	Garden Valley 1, Cleveland OH	Garden Valley Housing Partnership I LP (267) 386-8600	Y	81	81	12/14/2010	7/17/2012			
	Garden Valley 4, Cleveland OH	Garden Valley Housing Partnership IV LP (267) 386-8600	Y	60	60	12/14/2014	10/27/2017			
	Garfield Court 1, Long Branch NJ	Garfield Court Urban Renewal Housing Associates LLC (267) 386-8600	Y	67	61	12/1/2008	12/22/2009			
	Garfield Court 2, Long Branch NJ	Garfield Two Housing Urban Renewal LP (267) 386-8600	Y	114	87	4/29/2020	8/14/2020			
	Glenarden Phase 1, Lanham, MD	Glenarden Phase 1, LLC (267) 386-8600	Y	100	100	5/4/2009	6/11/2010			
	Glenbrook at Oxmoor,	Birmingham AL Glenbrook at Oxmoor I LLC (267) 386-8600	Y	100	100	5/30/2018	12/17/2018			
	Heritage Overlook, Glen Burnie MD	Heritage Overlook LLC (267) 386-8600	Y	60	60	12/23/2018	12/15/2021			
	Hickman Expansion, West Chester PA	326 N. Walnut Street LP (267) 386-8600	Y	40	40	N/A - in construction	N/A - Not yet issued			
	Hope Gardens, Brooklyn NY	Hope Gardens I LLC (267) 386-8600	Y	949	949	12/20/2013	3/5/2015			
	Jefferson Heights, New Wn Ct	Jefferson Heights Housing LLC (267) 386-8600	Y	70	70	8/31/2014	8/29/2015			
	Jeffers Square Preservation, Chester PA	Jeffers Square Preservation LP (267) 386-8600	Y	36	36	12/19/2015	6/4/2017			
	Kinder Park 1, Ridley Twp. PA	Kinder Park Housing Partnership LP (267) 386-8600	Y	48	48	12/4/2018	9/25/2018			
	Kinder Park 2, Ridley Twp. PA	Kinder Park Housing Partnership II LP (267) 386-8600	Y	50	50	1/30/2018	3/23/2020			
	Kinder Park 3, Ridley Twp. PA	Kinder Park Housing Partnership III LP (267) 386-8600	Y	56	56	12/2/1999	4/27/2001			
	Manchester Commons 3, Pittsburgh PA	Manchester Housing Partnership LP III (267) 386-8600	Y	18	18	12/22/2020	6/22/2021			
	Manchester Commons 4, Pittsburgh PA	Manchester Housing Partnership LP IV (267) 386-8600	Y	23	23	12/23/2005	2/24/2016			
	McCollie Homes 2, Chattanooga TN	Allan Park Housing Partnership LLC (267) 386-8600	Y	101	101	12/15/2006	2/17/2007			
	McCollie Homes 3, Chattanooga TN	The Villages Housing Partnership LLC (267) 386-8600	Y	102	101	11/21/2013	3/18/2015			
	Memphis Triangle 2, Memphis TN	Memphis Triangle Family LLC (267) 386-8600	Y	106	84	11/21/2014	2/23/2015			
	Memphis Triangle 3, Memphis TN	Memphis Triangle Phase III LLC (267) 386-8600	Y	67	63	10/13/2015	12/31/2015			
	Memphis Triangle 4, Memphis TN	Memphis Triangle Phase IV LLC (267) 386-8600	Y	84	84	12/13/2012	12/31/2012			
	Memphis Triangle 1, Memphis TN	Memphis Triangle Senior LLC (267) 386-8600	Y	75	60	4/30/2018	12/17/2018			
	Meriden Commons I, Meriden, CT	Meriden Mills I LLC (267) 386-8600	Y	84	84	11/20/2015	5/19/2016			
	Oaks at Park Pointe (Meriwether Redevelopment I), Griffin GA	Meriwether Redevelopment I LLC (267) 386-8600	Y	85	85	12/30/2017	3/7/2019			
	Oaks at Park Pointe (Meriwether II), Griffin, GA	Meriwether Redevelopment II LLC (267) 386-8600	Y	68	68	12/3/2018	11/25/2019			
	Terraces at the Park (Meriwether III), Griffin, GA	Meriwether Redevelopment III LLC (267) 386-8600	Y	75	67	Various	12/2/2020			
	Merrill Mill Road, Salisbury, MD	Merrill Mill Road LP (267) 386-8600	Y	75	47	N/A - in construction	N/A - Not yet issued			
	Montgomery Heights II, Newark, NJ	Montgomery Two Housing Urban Renewal, LLC (267) 386-8600	Y	154	153	N/A - in construction	N/A - Not yet issued			
	Montgomery Heights, Newark NJ	Montgomery Street Housing Urban Renewal LLC (267) 386-8600	Y	80	80	8/31/2010	9/14/2011			
	Moravia Park, Baltimore MD	Moravia Park Drive LLC (267) 386-8600	Y	60	60	3/30/2020	5/12/2020			
	New Brunswick Performing Arts Center, New Brunswick NJ	NBBCC Urban Renewal LLC (267) 386-8600	Y	207	42	2/5/2020	N/A - Not yet issued			
	North Hills 1, Ross Twp. PA	North Hills Housing I LP (267) 386-8600	Y	40	40	12/6/2010	8/26/2011			
	North Hills 2, Ross Twp. PA	North Hills Housing II LP (267) 386-8600	Y	37	37	2/4/2011	1/10/2012			
	North Hills Manor, Glenside, PA	NHM Housing LP (267) 386-8600	Y	50	50	N/A - in construction	N/A - Not yet issued			
	Oaks at Liberty, Baltimore MD	The Oaks at Liberty LLC (267) 386-8600	Y	75	75	11/27/2001	4/19/2002			
	Obery Court 1, Annapolis MD	Obery Court Phase I LLC (267) 386-8600	Y	50	50	5/8/2010	2/24/2011			
	Obery Court 2, Annapolis MD	Obery Court/Collage Creek Phase I LLC (267) 386-8600	Y	63	63	12/7/2012	4/9/2014			
	Obery Court 3, Annapolis MD	Obery Court/Collage Creek Phase II LLC (267) 386-8600	Y	61	61	4/10/2014	3/31/2017			
	Orchard Ridge 3, Baltimore MD	Orchard Ridge Rental III LLC (267) 386-8600	Y	77	77	10/20/2009	1/24/2011			
	Orchard Ridge 4, Baltimore MD	Orchard Ridge Rental IV LLC (267) 386-8600	Y	64	64	10/30/2014	12/1/2015			
	Orchard Ridge 5, Baltimore MD	Orchard Ridge Rental V LLC (267) 386-8600	Y	45	46	7/11/2017	5/30/2018			
	Patriot's Cove, Barnegat NJ	patriot's Cove Urban Renewal Associates LLC (267) 386-8600	Y	49	49	4/14/2012	4/5/2013			
	Penn Hills, Ridley Twp. PA	Ridley Development Associates LP (267) 386-8600	Y	120	108	9/30/2019	2/27/2020			
	Pointe View at Aspen Hill, Aspen Hill, MD	Pointeview at Aspen Hill, LLC (267) 386-8600	Y	110	110	6/14/2016	3/31/2017			
	Prospect Plaza 1, New York NY	Ocean Hill LLC (267) 386-8600	Y	149	149	1/15/2017	7/6/2018			
	Prospect Plaza 2, New York NY	Ocean Hill II LLC (267) 386-8600	Y	149	149					

List of LIHTC Developments (Schedule A)

99	Prospect Plaza 3, New York NY	Ocean Hill III LLC (267) 386-8600	Y	135	135	11/30/2018	9/9/2019	N
100	Providence Square 2, New Brunswick NJ	Providence Square Housing Urban Renewal LLC (267) 386-8600	Y	53	53	10/20/2010	6/1/2011	N
101	Riviera, Baltimore, MD	Riviera Apartments, LLC (267) 386-8600	Y	55	41	10/31/2018	5/17/2019	N
102	Roosevelt Hospital Housing, Edison NJ	Roosevelt Hospital Housing Urban Renewal Associates LLC (267) 386-8600	Y	55	135	11/30/2017	10/23/2019	N
103	Sacred Heart Residences, Allentown, PA	Sacred Heart Residences LP (267) 386-8600	Y	61	61	2/28/2017	12/13/2018	N
104	St. Luke's 1, Cleveland OH	St. Luke's Housing Partnership LLC (267) 386-8600	Y	72	72	12/29/2011	3/29/2013	N
105	South Greengate Commons, Hempfield Twp, PA	South Greengate Commons Housing LP (267) 386-8600	Y	45	45	9/26/2013	9/5/2014	N
106	St. Luke's 2, Cleveland OH	St. Luke's Housing Partnership II LLC (267) 386-8600	Y	65	65	9/30/2012	12/13/2013	N
107	St. Stephens, Washington DC	4000 Benning Road LLC (267) 386-8600	Y	71	71	12/31/2017	2/28/2019	N
108	Steiner Redevelopment, Chattanooga TN	Steiner Redevelopment LLC (267) 386-8600	Y	48	48	8/21/2012	9/4/2013	N
109	Stoneledge Villas Phase 1, Madison, AL	Boich Development LLC (267) 386-8600	Y	89	80	7/18/2012	3/19/2020	N
110	Uplands Rental, Baltimore MD	Uplands Rental Phase I LLC (267) 386-8600	Y	104	77	7/11/2012	4/11/2014	N
111	Warner Robins Redevelopment - Warner Robins GA	WR Wolf Street LLC (267) 386-8600	Y	90	59	Various	9/28/2020	N
112	Weinberg Commons II - Cherry Hill NJ	Springdale II Urban Renewal Associates LLC (267) 386-8600	Y	80	80	11/20/2020	N/A - Not yet issued	N
113	Westbrook Village I, Hartford CT	Westbrook I Housing LLC (267) 386-8600	Y	75	60	N/A - in construction	N/A - Not yet issued	N
114	William Way, Philadelphia PA	Spruce Street Senior Residences LP (267) 386-8600	Y	56	56	1/29/2013	3/18/2015	N
115	Woodbridge Township, Avenel, NJ	Cedar Meadows Housing Associates LLC (267) 386-8600	Y	101	100	9/30/2019	12/10/2020	N
116	Woodrow Wilson 2, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates II LP (267) 386-8600	Y	57	57	12/11/2013	4/29/2015	N
117	Woodrow Wilson 3, Long Branch NJ	Woodrow Wilson Housing Associates Three LP (267) 386-8600	Y	51	48	10/27/2014	10/9/2015	N
118	Woodrow Wilson 1, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates LP (267) 386-8600	Y	65	65	11/25/2013	12/4/2014	N
119	Wyman House, Baltimore MD	Wyman House LLC (267) 386-8600	Y	175	175	11/30/2017	6/30/2018	N
120	Wynne Senior, Philadelphia PA	Wynne Senior Residences LP (267) 386-8600	Y	51	51	3/31/2017	4/5/2019	N
122	Dumplin Hall, Wilkesburg PA	Dumplin Hall Housing Partnership LP	Y	46	46	12/19/2004	10/8/2007	N
123	Ohionview Acres 2 McKees Rocks, PA	Ohionview Housing Partnership LP II	Y	69	64	6/27/2006	6/27/2007	N
124	Ohionview Acres 1 McKees Rocks, PA	Ohionview Housing Partnership LP	Y	112	107	10/31/2005	12/28/2005	N
125	State Street Crossing	Talk Family Residences LLC	Y	56	56	n/a construction	n/a - not yet issued	N
127	Westbrook Village Phase II	Westbrook II Housing LLC	Y	60	45	n/a construction	n/a - not yet issued	N
128	Yales Village Schenectady, NY	Yales Village I LLC	Y	69	74	7/1/2000	N/A - Not yet issued	N
129	York Family Residences York, PA	York Family Residences LLC	Y	58	58	N/A - in construction	N/A - Not yet issued	N
131	Fairmount-Nine Grillin, GA	Fairmount-Nine Oaks LLC	Y	130	130	N/A - in construction	N/A - Not yet issued	N
132	The Residences of North Hill Bond 47 Alexandria, VA	The Residences of North Hill Bond 47 LLC	Y	47	47	N/A - in construction	N/A - Not yet issued	N
133	The Residences of North Hill Bond 94 Alexandria, VA	The Residences of North Hill Bond 94 LLC	Y	94	94	N/A - in construction	N/A - Not yet issued	N
134	The Residences of North Hill 2 Alexandria, VA	The Residences of North Hill 2 LLC	Y	75	75	N/A - in construction	N/A - Not yet issued	N
135	The Senior Residences at North Hill Alexandria, VA	The Senior Residences at North Hill LLC	Y	63	63	N/A - in construction	N/A - Not yet issued	N
136	Mary D Stone Auburn, MA	Mary D. Stone LLC	Y	55	45	N/A - in construction	N/A - Not yet issued	N
137	Renaissance Row Baltimore, MD	Renaissance Row LLC	Y	84	84	N/A - in construction	N/A - Not yet issued	N
138	Dover Veterans Dover, NJ	Dover Veterans Urban Renewal Housing Associates LLC	Y	70	70	N/A - in construction	N/A - Not yet issued	N
139	Eastern Woods Findlay, OH	Eastern Woods Senior LLC	Y	50	50	N/A - in construction	N/A - Not yet issued	N
140	Warner Robins Apartments Warner Robins, GA	WR Wolf Street II LLC	Y	90	75	N/A - in construction	N/A - Not yet issued	N
141	Cedar Apartments Cleveland, OH	Cedar Redevelopment Phase III LLC	Y	75	75	N/A - in construction	N/A - Not yet issued	N
142	Kinder Park IV-A Woodlyn, PA	Kinder Park Housing Partnership IV-A LLC	Y	39	39	N/A - in construction	N/A - Not yet issued	N
143	Kinder Park IV-B Woodlyn, PA	Kinder Park Housing Partnership IV-B LLC	Y	57	57	N/A - in construction	N/A - Not yet issued	N
144	Riverside Housing Wilmington, DE	Riverside Housing Partnership I LLC	Y	74	59	N/A - in construction	N/A - Not yet issued	N
145	Estate Donoe Redevelopment Project (Estate Tulu Phase 1) St Thomas, USVI	Donoe Redevelopment Partners LLC	Y	84	84	N/A - in construction	N/A - Not yet issued	N
146	Newtowne 20 Annapolis, MD	Newtowne 20, LLC	Y	78	78	N/A - in construction	N/A - Not yet issued	N
147	Westbrook III Hartford, CT	Westbrook III Housing LLC	Y	65	49	N/A - in construction	N/A - Not yet issued	N
148	Julia Bancroft Apartments Auburn, MA	Julia Bancroft LLC	Y	60	45	N/A - in construction	N/A - Not yet issued	N
149	Residences at Glenarden Hills 2 Lanham, MD	Residences at Glenarden Hills 2 LLC	Y	55	55	10/30/2020	N/A - Not yet issued	N
150	Camp Kimer Phase B Edison, NJ	Camp Kimer B Urban Renewal Associates LLC	Y	85	85	9/24/2020	N/A - Not yet issued	N
151								
152								

* Must have the ability to bind the LIHTC entity, document with partnership/operating agreements and gsa.8602 (per entity/development) for a total of 8.

List of LIHTC Developments (Schedule A)



Development Name: Choice Neighborhood III-R
 Name of Applicant: Choice Neighborhood III-R 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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Karen R. Wilds

Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
 Y or N

Principal's Name: _____

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 Ashle Manor Newport News VA	Orcutt Senior Housing LP 227 27th Street P.O. Box 797 Newport News, VA 23607 757 928-2645	Yes	50	50	10/31/2004		
2 Orcutt Village Townhomes I Newport News VA	Orcutt Townhomes Phase III Limited Partnership Newport News, VA 23607 757 928-2645	Yes	40	40	10/22/2005	9/7/2005	N
3 Great Oak Apartments Newport News, VA	Great Oaks Apartments LLC 227 27th St P.O. Box 797 Newport News, VA 23607 757 928-2645	Yes	143	143		9/11/2006	N
4 Orcutt Village Townhomes III Newport News VA	Orcutt Townhomes Phase III Limited Partnership Newport News, VA 23607 757 928-2645	Yes	30	30	12/1/2008	8/26/2009	N
5 Jefferson Brookevill Apartments Newport News VA	Lower Jefferson Avenue LLC Newport News, VA 23607 757 928-2645	Yes	50	50	5/12/2011	2/24/2012	N
6 Cypress Terrace Apartments Newport News, VA	Cypress Terrace LLC Newport News, VA 23607 757 928-2645	Yes	82	82	8/1/2014	4/9/2015	N
7 Oyster Point and Brighton Apartments Newport News, VA	Oyster Point Brighton LLC Newport News, VA 23607 757-928-2645	Yes	196	196	12/31/2016	7/11/2018	N
8 Lassiter Courts Apartments Newport News, VA	Lassiter Courts LLC Newport News, VA 23607 757 928-2645	Yes	100	100	12/31/2016	6/25/2018	N
9 Spralley House Apartments Newport News, VA	Spralley House LLC Newport News, VA 23607 757 928 2645	Yes	50	50	12/31/2019	Pending	N
10							N
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							

* 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: 741 741

LIHTC as % of
 100% Total Units
 v.01.01.21

E

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



Choice Neighborhood III-R

PURCHASE OPTION AGREEMENT

THIS PURCHASE OPTION AGREEMENT (this "**Agreement**") is entered into as of March 8, 2021, by and among NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision created and existing under the laws of the Commonwealth of Virginia (the "**Owner**") and CHOICE NEIGHBORHOOD III-R LLC, a Virginia limited liability company (the "**Grantee**").

RECITALS:

A. The Owner owns the land located in the City of Newport News, Virginia which is more particularly described on Exhibit A, attached hereto and made a part hereof by this reference, and the improvements located thereon (together, the "**Property**").

B. The Owner intends to convey the Property to to Grantee.

C. All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Declaration.

NOW, THEREFORE, for good and valuable consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Purchase Option. The Owner hereby grants to the Grantee a purchase option (the "**Option**") to purchase the Residential Unit on the terms and conditions set forth in this Agreement.

2. Term of Option. The term of the Option to purchase the Residential Unit shall commence on the date hereof and continue for a period of thirty-six (36) months.

3. Exercise of Option. The Grantee shall exercise the Option to purchase the Residential Unit by delivering to the Owner, written notice of the exercise of the Option. The notice of exercise of the Option shall state that the Option is exercised without condition or qualification for nominal consideration in the amount of One Hundred Dollars (\$100.00).

4. Closing. The sale of the Residential Unit shall close no later than one hundred eighty (180) days after the Owner's receipt of the Grantee's written notice of exercise of the Option. At or before the closing, the Owner shall record the Declaration and obtain any consents and approvals that are necessary to exercise the Option. The Owner shall convey the Residential Unit to the Grantee in an "as is" condition without representation or warranty.

5. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, including but not limited to overnight delivery, or deposited in the U.S. mail, certified, return receipt requested,

first class and postage prepaid, or sent by email with proof of transmission, addressed to each party at the following addresses, or such other address as may be designated by a notice pursuant to this Section 5. Any notice provided in accordance with this Section 5 shall be deemed to have been given on the delivery date or the date that delivery is refused by the addressee, as shown on the return receipt.

If to the Owner:

Newport News Redevelopment and Housing Authority
227 27th Street
Newport News, Virginia 23607
Attention: Executive Director
Email: kwilds@nnrha.org

With a copy to:

Jones, Blechman, Woltz & Kelly, P.C.
Attn.: Raymond H. Suttle, Jr.
701 Town Center Drive, Suite 800
Newport News, Virginia 23606
Email: raysuttle@jwbwk.com

If to the Grantee:

Choice Neighborhood III-R LLC
c/o Choice Neighborhood III-R Development Corporation
227 27th Street
Newport News, Virginia 23607
Attention: Karen R. Wilds
Email: kwilds@nnrha.org
and

Pennrose Holdings, LLC
230 Wyoming Avenue
Kingston, Pennsylvania 18704
Attention: President
Email: icarter@pennrose.com with a copy to crobertson@pennrose.com

With a copy to:

Ballard Spahr LLP
300 East Lombard Street, 18th Floor
Baltimore, Maryland 21202

Attention: Amy McClain
Email: mcclaina@ballardspahr.com

6. Miscellaneous.

(a) The rights and obligations of the Owner and the Grantee under this Agreement shall inure to the benefit of, and bind, their respective successors and assigns.

(c) The captions used herein are for convenience of reference only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(d) Time is of the essence of each and all of the agreements, covenants, and conditions of this Agreement.

(e) This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Virginia.

(f) This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties.

(g) This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, executors, personal representatives, successors, and assigns. No party to this Agreement may assign the rights under this Agreement without the consent of each other party hereto.

(h) Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.


(i) No party hereto shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such party. 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.

(j) This Agreement and any amendments hereto 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 bind on all parties, hereto, notwithstanding that all the parties shall not have signed the same counterpart.

[Remainder of page intentionally left blank]

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

**NEWPORT NEWS REDEVELOPMENT
AND HOUSING AUTHORITY**, a political
subdivision created and existing under the
laws of the Commonwealth of Virginia

By: 
Karen R. Wilds
Executive Director

CHOICE NEIGHBORHOOD III-R LLC, a
Virginia limited liability company

By: Choice Neighborhood III-R Development Corporation,
a Virginia corporation,
its managing member

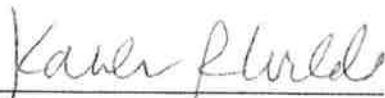
By: 
Karen R. Wilds
President

EXHIBIT A
Legal Description of the Property

Choice Neighborhood III-R
Newport News, Virginia
Legal Description

Beginning at a point in the southeast corner of Jefferson Avenue at 18th Street, being the northwesterly corner of the Newport News Redevelopment and Housing Authority property, thence heading along 18th Street N 62° 24' 35" E, 199.67' along the southerly line of 18th Street to a point; thence N 61° 39' 55" E, 50.00' to a point; thence N 62° 22' 05" E, 103.59' to a point; thence N 42° 45' 45" W, 0.80' to a point; thence N 47° 14' 15" E, 125.00' to a point, which is the intersection of the said southerly line of 18th Street and the westerly line of Ivy Avenue; thence S 42° 45' 45" E, 511.58' to a point which is the intersection of the northerly line of 16th Street and the said westerly line of Ivy Avenue; thence along 16th Street S 62° 22' 35" W, 366.21' to a point; thence S 27° 35' 25" E, 0.14' to a point; thence S 62° 24' 35" W, 241.37' to a point, which is the intersection of the said northerly line of 16th Street and the Easterly line of Jefferson Avenue; thence along Jefferson Avenue N 27° 35' 25" W, 459.89' to the point of beginning, containing 253,097 square feet or 5.810 acres.

Owner

Name **N N R & H A,**

Parcel

Property Location **600 RIDLEY CIR**
 Parcel ID **316000241**
 Tax Status **City Owned**
 Neighborhood **C100T105 - WARD 2 - BUILT 1900-1929**
 Land Area (acreage) **17.96**
 Land Use and Zoning Details [Click here for additional details.](#)
[Click here for City of Newport News Assessor's Web Page](#)

Legal Description

Parcel/Lot: **17.9556 BLKS 9,102,130,158**
 Block: **005**
 Subdivision **WARD 2**
 Section:
 Lot Dimensions

Values

Current Land	2,650,000
Current Improvements	11,636,800
Current Total Assessment	14,286,800

Values History

Tax Year	Land	Improvements	Total Assessment
2021	2,650,000	11,636,800	14,286,800
2020	2,650,000	10,446,100	13,096,100
2019	2,650,000	9,450,100	12,100,100
2018	2,650,000	8,650,000	11,300,000
2017	2,650,000	8,346,100	10,996,100
2016	2,650,000	8,812,600	11,462,600
2015	2,650,000	8,494,000	11,144,000
2014	2,650,000	8,053,200	10,703,200
2013	2,650,000	6,770,400	9,420,400
2012	1,987,500	7,530,600	9,518,100
2011	1,987,500	7,227,600	9,215,100

Click button below to see expanded Values History

[Generate Report](#)

Commercial

Structure Code **APARTMENT**
 Year Built **0**
 Square Footage **0**
 Units (if applicable) **265**
 Stories

Commercial Sections

Line	Usage	Square Footage
1	Multiple Res (Low Rise)	0
1		4902

Assessment History

Assessment Date	Total Tax	Tax Rate	Land	Improvements	Total Assessment
07/01/2020	\$0.00	\$1.22	2,650,000	11,636,800	14,286,800
07/01/2019	\$0.00	\$1.22	2,650,000	10,446,100	13,096,100
07/01/2018	\$0.00	\$1.22	2,650,000	9,450,100	12,100,100
07/01/2017	\$0.00	\$1.22	2,650,000	8,650,000	11,300,000
07/01/2016	\$0.00	\$1.22	2,650,000	8,346,100	10,996,100
07/01/2015	\$0.00	\$1.22	2,650,000	8,812,600	11,462,600
07/01/2014	\$0.00	\$1.22	2,650,000	8,494,000	11,144,000
07/01/2013	\$0.00	\$1.22	2,650,000	8,053,200	10,703,200
07/01/2012	\$0.00	\$1.10	2,650,000	6,770,400	9,420,400
07/01/2011	\$0.00	\$1.10	1,987,500	7,530,600	9,518,100
07/01/2010	\$0.00	\$1.10	1,987,500	7,227,600	9,215,100

The City of Newport News Treasurer's Office makes every effort to produce and publish the most current and accurate property tax information possible. No warranties, expressed or implied, are provided for the data herein, for its use, or its interpretation. Neither the City of Newport News nor the Treasurer's office assumes any liability associated with use or misuse of this data.

If you believe any data provided is inaccurate, please inform the Treasurer's office by telephone at (757) 926-8731 or by email to the Treasurer by clicking here treasurer@nnva.gov. The tax balances on the online search system are maintained on the City's database. The balances may not reflect adjustments or payments that are in transit. Payment made online may not be reflected in online searches for 6-7 business days.

WARNING: Any parcels that have been divided or combined should be investigated by the purchaser to ensure that all taxes and levies are paid on associated parcels.

The below summary reflects Real Estate Taxes, Stormwater Fees, and Liens recorded in the City Treasurer's records. It does not reflect any liens recorded against the property in the Clerk of Courts records.

Note- City code requires that all Deferred tax years and/or the current fiscal year of Elderly Tax Exemption be reinstated if the property is being sold or there is a change in ownership. Please contact the Real Estate Assessor's Office (757) 926-1926 for further instructions.

Summary of Taxes and Fees Due

Tax Year	Type	Cycle	Due Date	Taxes	Fees	Penalty	Interest	Deferred Taxes	Elderly Tax Exemption	Balance Due
2021	SW	02	06/05/2021	\$0.00	\$18,841.50	\$0.00	\$0.00	\$0.00	\$0.00	\$18,841.50
Total:				\$0.00	\$18,841.50	\$0.00	\$0.00	\$0.00	\$0.00	\$18,841.50

Calculate Payoff Amount

Select Future Payoff Date:

Taxes/Fees Paid (Last 5 Years)

F

Third-Party RESNET
Rater Certification
(MANDATORY)



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

Appendix

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

X 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.

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

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

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

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

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

Signed: [Signature]

Date: 3/11/21

Printed Name: Adam Blackburn

RESNET Rater

Resnet Provider Agency
Performance Systems Development

Signature [Signature]

Provider Contact and Phone/Email Emelle Cuppernel, (315) 515-8161, ecuppernel@psdconsulting.com

G

Zoning Certification Letter
(MANDATORY)



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R



Harold L. Roach, Jr
Director

Nyoka C. Hall
Zoning Administrator

Michael P. Null
Assistant Director

Michael Reddyer
Code Enforcement Administrator

DATE:

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

RE: ZONING CERTIFICATION

Name of Development: Choice Neighborhood III-R

Name of Owner/Applicant: Choice Neighborhood III-R LLC

Name of Seller/Current Owner: Newport News Redevelopment and Housing Authority

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 credits available under VHDA's Qualified Allocation Plan.

DEVELOPMENT DESCRIPTION:

Development Address:

600 Ridley Circle Newport News, Virginia 23607

Legal Description:

Beginning at a point in the southeast corner of the intersection of Jefferson Avenue and 18th Street, being the northwesterly corner of the Newport News Redevelopment and Housing Authority property, the point or place of beginning thus established, thence running along 18th Street N 620 24' 35" E, a distance of 199.67' along the southerly line of 18th Street to a point; thence running N 610 39' 55" E, a distance of 50.00' to a point; thence running N 620 22' 05" E, a distance of 103.59' to a point; thence running N 420 45' 45" W, a distance of 0.80' to a point; thence running N 470 14' 15" E, a distance of 128.00' to a point, which is the intersection of the said southerly line of 18th Street and the westerly line of Ivy Avenue; thence running S 420 45' 45" E, a distance of 511.08' to a point which is the intersection of the northerly line of 16th Street and the said westerly line of Ivy Avenue; thence running along 16th Street S 620 22' 35" W, a distance of 399.21' to a point; thence running S 270 35' 25" E, a distance of 0.14' to a point; thence running S 620 24' 35" W, a distance of 241.37' to a point, which is the intersection of the said northerly line of 16th Street and the Easterly line of Jefferson Avenue; thence running along Jefferson Avenue N 270 35' 25" W, a distance of 459.89' to the point or place of beginning thus established, containing 253,097 square feet or 5.810 acres.

Proposed Improvements:

<input checked="" type="checkbox"/>	New Construction:	<u>71</u>	# Units	<u>4</u>	# Buildings	<u>100,140</u>	Approx. Total Floor Area Sq. Ft.
<input type="checkbox"/>	Adaptive Reuse:	_____	# Units	_____	# Buildings	_____	Approx. Total Floor Area Sq. Ft.
<input type="checkbox"/>	Rehabilitation:	_____	# Units	_____	# Buildings	_____	Approx. Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: RB, High Density Multi-Family Dwelling District allowing a density of 34 dwelling units per acre, and the following other applicable conditions: _____
The proposed project meets the minimum density criteria, but will be subject to site plan and building approvals.

Other Descriptive Information:

The purpose of planned developments is to encourage the efficient use of land and resources, to promote greater efficiency in public and utility services, and to encourage innovation in the planning, design and building of all types of development in the city.

LOCAL CERTIFICATION:

Check one of the following as appropriate:

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

[Signature]
Signature

Nyoka C. Hane
Printed Name

Zoning Administrator
Title of Local Official or Civil Engineer

757 585-1310
Phone:

3.3.2021
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.

H

Attorney's Opinion
(MANDATORY)



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

JOHN T. TOMPKINS, III
CONWAY H. SHEILD, III
HERBERT V. KELLY, JR.
ALLEN C. TANNER, JR.
RICHARD B. DONALDSON, JR.
RAYMOND H. SUTTLE, JR.
MATTHEW D. MEADOWS

REBECCA SHWAYDER AMAN
JESSICA R. PETERS *Admitted in VA and SC

Jones, Blechman, Woltz & Kelly, P.C.
Attorneys and Counselors at Law

701 TOWN CENTER DRIVE, SUITE 800
POST OFFICE BOX 12888
NEWPORT NEWS, VIRGINIA 23612-2888
(757) 873-8000
FACSIMILE: (757) 873-8103

Direct Dial No. (757) 873-8006
E-Mail Address: raysuttle@jwbk.com

ALLAN D. JONES, 1875-1954
DANIEL SCHLOSSER, 1915-1977
F.O. BLECHMAN, 1905-1986
ARTHUR W. WOLTZ, 1905-1993
THOMAS N. DOWNING, 1919-2001
SWEIN J. LASSEN, 1947-2006
HERBERT V. KELLY, 1920-2007
B.M. MILLNER, 1929-2011

Of Counsel
RALPH M. GOLDSTEIN

Retired
RAYMOND H. SUTTLE

March 17, 2021

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

RE: 2021 Tax Credit Reservation Request
Name of Development: Choice Neighborhood III-R
Name of Owner: Choice Neighborhood III-R LLC, a Virginia limited liability company

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 March 17, 2021 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Parts VIII and IX of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development in Part VIII of the Application form and (b) of the Estimated Qualified Basis of each building in the Development in Part IX of the Application form comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in Subpart I-D of the Application

Jones, Blechman, Woltz & Kelly, P.C.

Page 2

form.

4. The information set forth in Subpart VII-C of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in Subpart II-A of the Application, for a period of not less than four (4) months beyond the application deadline.

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

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

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

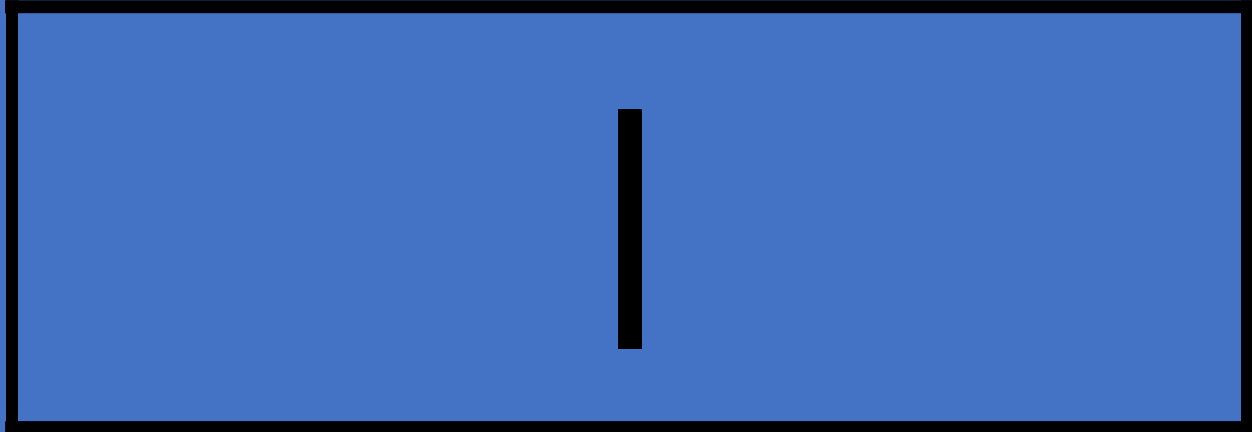
Very truly yours,

JONES, BLECHMAN, WOLTZ & KELLY, P.C.



RHSjr/jrl

642551



Nonprofit Questionnaire

(MANDATORY for points or pool)



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

Choice Neighborhood III-R

**NOT
APPLICABLE**

Applicant is not proposing to participate in the
nonprofit pool

J

Relocation Plan
Including Unit
Delivery Schedule
(MANDATORY, if tenants are displaced)



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

N/A

The subject property is currently vacant. All public housing residents residing on the site have been relocated and provided the services and financial support as required by HUD per the Choice Neighborhood Implementation grant. A relocation plan is not required to be submitted with this application per guidance from Virginia Housing.

Sherif Ismail

From: Flanders, Stephanie <Stephanie.Flanders@virginiahousing.com>
Sent: Monday, March 15, 2021 4:17 PM
To: Sherif Ismail
Subject: [External] FW: Relocation Plan - CNIII-R

Importance: High

Hi, Sherif. You do not have to submit a relocation plan if the property is 100% vacant.

Thanks,
Stephanie

Stephanie Flanders
Senior Tax Credit Allocation Officer
Stephanie.Flanders@virginiahousing.com
601 S. Belvidere Street, Richmond, VA 23220
Office: 804-343-5939
VirginiaHousing.com

From: Sherif Ismail <sismail@pennrose.com>
Sent: Friday, March 12, 2021 4:48 PM
To: TaxCreditApps <TaxCreditApps@virginiahousing.com>
Cc: Christine Robertson <crobertson@pennrose.com>; spowell <spowell@nnrha.org>
Subject: Relocation Plan - CNIII-R
Importance: High

CAUTION: This email originated from outside of Virginia Housing. Use caution when clicking on links or opening attachments.

Hi,

Wanted to get guidance on the relocation plan guidelines for our Choice Neighborhood III-R application we hope to be submitting. Our project site has already had all residents relocated as part of the Marshall Ridley Transformation Plan tied to the Choice Neighborhood (CNI) award, and the site is currently vacant. The relocation plan for this effort was reviewed and accepted by HUD per the CNI guidelines. Since the ownership entity will not be relocating residents, did we have to provide a plan to VH as part of this application?

Thank you

Mobile: 571-426-1156

K

Documentation of Development Location



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

K.1

Revitalization Area Certification



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R



Karen R. Wilds
Executive Director

Kenneth D. Penrose, Jr.
Chairman
Lisa Wallace-Davis
Vice Chairman

William C. Black
George B. Knight
Lou Call
Barbara Holley

March 8, 2021

Mr. J.D. Bondurant
Director Low Income Housing Tax Credit Program
Virginia Housing
601 S Belvidere St
Richmond, VA 23220

RE: Low-Income Housing Tax Credit Application – Choice Neighborhood III-R
600 Ridley Circle, Newport News, Virginia 23607
VH Number 2021-C-59 Location in a Defined Revitalization Area

Dear Mr. Bondurant:

The Newport News Redevelopment and Housing Authority (NNRHA) is the current owner of a certain real property, above-referenced, located in Newport News Virginia. The NNRHA Board of Commissioners granted the Choice Neighborhood III-R LLC an option on this site for the construction and development of this Choice Neighborhood Revitalization project.

The development is located in a designated revitalization area in our City evidenced by the 2016 designation of the area as eligible for Choice Neighborhood Initiative (CNI) and the award of the CNI Planning and Implementation grants in 2016 and 2018. The CNI focuses federal and local funds to designated areas to address the revitalization of public and/or assisted housing units while simultaneously directing the transformation of the surrounding neighborhood so designated as the CNI targeted area. The area must meet certain federal thresholds related to crime, substandard housing and inadequate schools to be determined to be distressed.





227 27th Street | P.O. Box 797 | Newport News, VA 23607
P: 757.928.2620 | F: 757.247.6535 | TTY: 757.247.7112
www.nnrha.com

The CNI revitalization plan for the area was adopted (resolution attached) on June 12, 2018 by the Newport News City Council. An exhibit reflecting the CNI revitalization area is attached and the Choice Neighborhood III-R development is shown thereon. Additionally, this property is located in a 2021 Qualified Census Tract.

This letter is being provided to Virginia Housing in support of our related request for a set-aside of low-income housing tax credits (LIHTC) which is an essential component for the development of this Project.

If you have any questions concerning this matter, please feel free to contact me.

Sincerely,

Karen R. Wilds
Executive Director

Enclosures: Evidence of Choice Neighborhood Plan Adoption and Location Map
Evidence of Location in a 2021 Qualified Census Tract



RESOLUTION NO. 13137-18

A RESOLUTION OF THE NEWPORT NEWS CITY COUNCIL RECOMMENDING ADOPTION OF THE MARSHALL-RIDLEY CHOICE NEIGHBORHOOD TRANSFORMATION PLAN

WHEREAS, the Newport News City Council has before it this day the Transformation Plan for the Marshall-Ridley Choice Neighborhood (MRCN). With the award of a Choice Neighborhoods Initiative (CNI) Planning Grant funded by the U.S. Department of Housing and Urban Development (HUD) on June 28, 2016, co-applicants of the grant, the City of Newport News and the Newport News Redevelopment & Housing Authority (NNRHA), led an 18 month community-driven planning process resulting in the Marshall-Ridley Choice Neighborhood Transformation Plan; and

WHEREAS, the planning process included the formation of several committees and task forces to address specific components of the Transformation Plan including the Steering Committee, Citizen Advisory Committee, Neighborhood Task Force, Housing Task Force, People Task Force, and Early Action Activities Subcommittee; and

WHEREAS, from the time the planning process began, a variety of special events, workshops, task force meetings, and other activities gave residents of all ages the opportunity to be involved and shape the Plan; and

WHEREAS, the MRCN Transformation Plan was completed in May of 2018; and

WHEREAS, the Transformation Plan contains three individual components: Neighborhood, Housing, and People Plans, the lines within and between the components are intentionally blurred as the goals and strategies are designed to complement one another and work together to maximize the overall neighborhood revitalization effort; and

WHEREAS, the Transformation Plan contains inter-related recommendations to include connecting MRCN residents with excellent businesses, services, schools, and safe streets; providing diverse, accessible mixed-income housing options; and improving access to the knowledge, resources, and amenities that allow residents to be active, healthy, and self-sufficient; and

WHEREAS, on May 2, 2018, the Newport News Planning Commission voted unanimously to recommend that the City Council approve and adopt the Marshall-Ridley Choice Neighborhood Transformation Plan; and

WHEREAS, the CNI Steering Committee, comprised of representatives of the City of Newport News, NNRHA, partner organizations, and MRCN residents, endorsed the Marshall-Ridley Choice Neighborhood Transformation Plan as reported on May 3, 2018.

NOW, THEREFORE BE IT RESOLVED, that the City Council for the City of Newport News, Virginia, hereby approves and adopts the Marshall-Ridley Choice Neighborhood Transformation Plan.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON JUNE 12, 2018

**Mabel Washington Jenkins, MMC
City Clerk**

**McKinley L. Price, DDS
Mayor**

A true copy, teste:

City Clerk





2020 and 2021 Small DDAs and QCTs

600 Ridley Circle, Newport News, VA

Go

Select a State

Select a County

Go

Map Options : Clear | Reset | Full Screen

QCT Legend:

Tract Outline

LIHTC Project

2021 Qualified Census Tracts

SADDA Legend:

FMR Boundary

ZCTA Boundary

2021 Small DDA

Part DDA

Non Metro DDA

Hide the overview

The 2021 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2021. The 2021 designations use data from the 2010 Decennial census. The designation methodology is explained in the federal Register notice published September 23, 2020

Map Options

13 Current Zoom Level

Show Difficult Development Areas (Zoom 7+)

Color QCT Qualified Tracts (Zoom 7+)

Show Tracts Outline (Zoom 11+)

Show FMR Outlines (Zoom 4+)

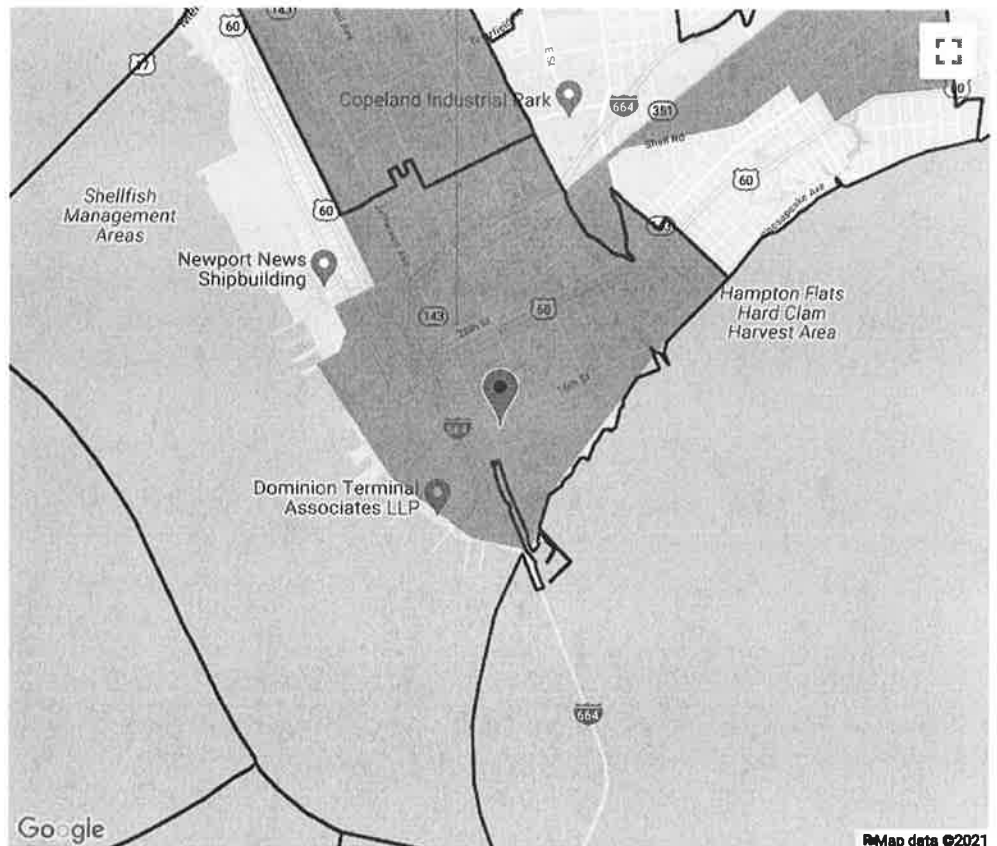
Show LIHTC Projects (Zoom 11+)

[Click here for full screen map](#)

Select Year

2021

2020



1.4K

About PD&R

[Delegations of Authority and Order of Succession](#)

[Events](#)

[HUD at 50](#)

[HUD Secretary's Awards](#)

[PD&R Careers](#)

Initiatives

[Aging Research and Resources](#)

[Public Health Research and Resources](#)

[Regulatory Barriers Clearinghouse](#)

Research

[Case Studies](#)

[Data Sets](#)

[Periodicals](#)

[Regulatory Barriers Clearinghouse](#)

[Reports](#)

[The Edge](#)

Reference

- [Bibliographic Database](#)
- [Data Sets Reference Guide](#)
- [Guidelines for Preparing a Report for Publication](#)
- [HUD Historical Timeline](#)
- [Programs of HUD](#)

Resources

- [Disaster Recovery PD&R Toolkit](#)
- [Housing Scorecard](#)
- [International and Philanthropic Affairs Division](#)
- [Market Analysis](#)

More...

- [Contact Us](#)
- [eBookstore](#)
- [HUDUser Archives](#)
- [Webstore](#)

Connect with HUD User

Note: Guidance documents, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. Guidance documents are intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

[Accessibility](#) | [Contact Info](#) | [Privacy Policy](#) | [FOIA](#) | [Web Management and Web Policies](#) | [Inspector General](#) | [No Fear Act](#) | [PaymentAccuracy.gov](#)



HUD USER

P.O. Box 23266, Washington, DC 20026-3266
Toll Free: 1-800-245-2691 TDD: 1-800-927-7589
Local: 1-202-708-3178 Fax: 1-202-708-9981

K.2

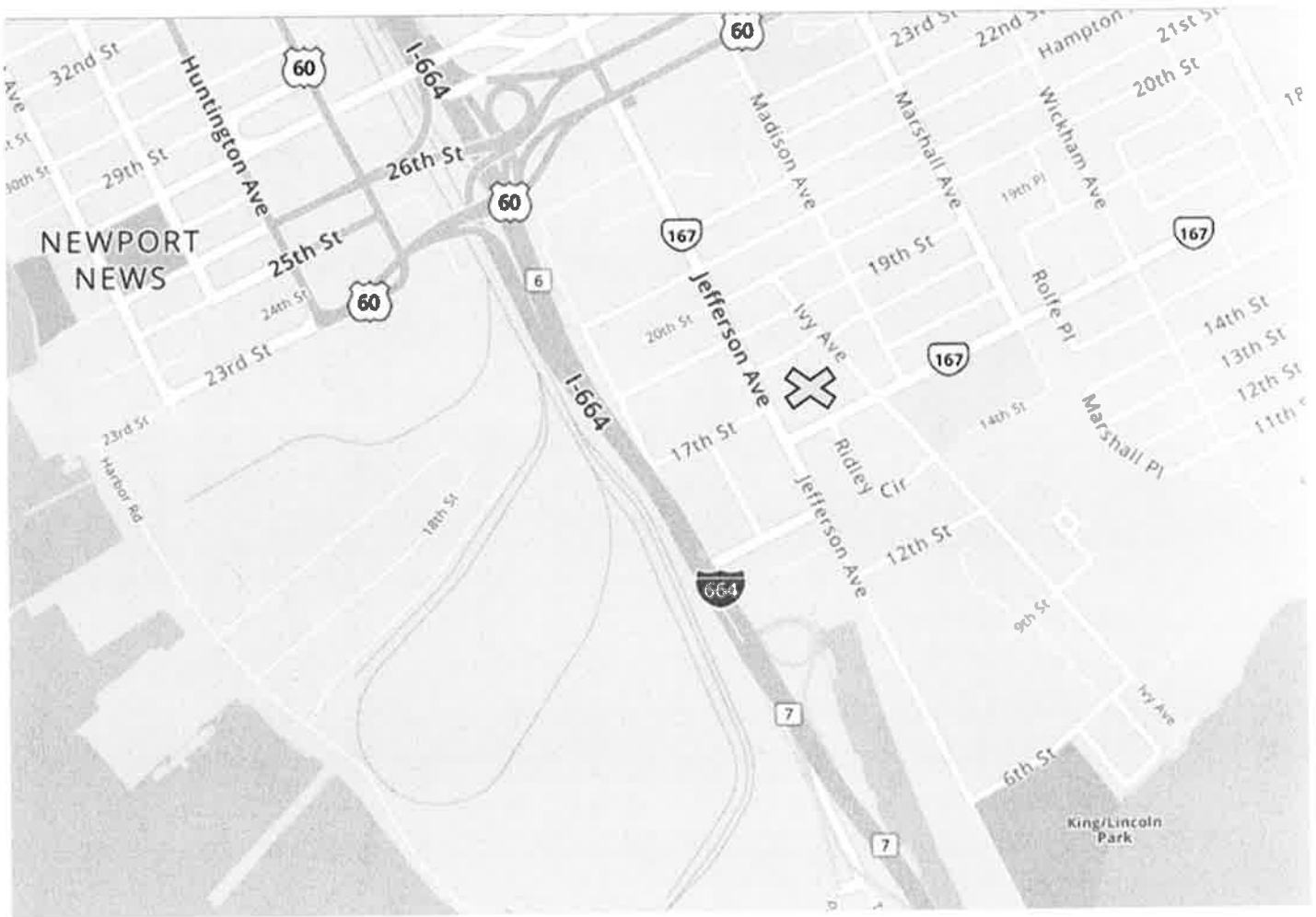
Location Map




MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

CHOICE NEIGHBORHOOD III-R SITE LOCATION



 Location of Choice Neighborhood III-R Project Site, Newport News, Virginia



 Location of Choice Neighborhood III-R Project Site

NOTE: Buildings shown on the site are public housing units that are being vacated for demolition. The applicant anticipates that all existing units will be demolished in Spring/Summer 2021.

K.3

Surveyor's Certification of Proximity to Public Transportation



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R



Surveyor's Certification of Proximity to Transportation

DATE: February 19, 2021

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

RE: 2021 Tax Credit Reservation Request

Name of Development: Choice Neighborhood III-R
Name of Owner: Choice Neighborhood III-R 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 ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Burns & McDonnell

Firm Name

By:

Its:

Senior Project Manager / Civil Department Manager

Title

L

PHA/Section 8 Notification Letter



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R



PHA or Section 8 Notification Letter

Development Name: Choice Neighborhood III-R

Tracking #: 2021-C-59

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 100% 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 the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with 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: 3/16/2021

TO: Newport News Redevelopment and Housing Authority
227 27th St., PO Box 797
Newport News, VA
23607

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Choice Neighborhood III-R
Name of Owner: Choice Neighborhood III-R 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 Virginia Housing. 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 9/2023 (date).

The following is a brief description of the proposed development:

Development Address:
600 Ridley Circle Newport News, Virginia 23607

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>71</u>	# units	<u>4</u>	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# units	<u> </u>	# Bldgs
<input type="checkbox"/> Rehabilitation:	<u> </u>	# units	<u> </u>	# Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ <u> </u>	/ month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>925-934</u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>1109-1119</u>	/ month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>1438-1448</u>	/ month
<input checked="" type="checkbox"/> 4 Bedroom Units:	\$ <u>1559</u>	/ month

Other Descriptive Information:

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 (757) 928-2662.

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

Sincerely yours,



Karen R. Wilds

Name

President

Title

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

Seen and Acknowledged By: Carl Williamson

Printed Name: Carl Williamson

Title: Director of Housing

Phone: 757-928-2658

Date: 3/16/2021

M

Locality CEO Response Letter



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R



City Of Newport News

Virginia 23607

Office Of The City Manager

2400 Washington Avenue
(757) 926-8411
Fax (757) 926-3503

March 15, 2021

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

VHDA Tracking Number: 2021-C-59
Name of Development: Choice Neighborhood III-R
Name of Owner/Applicant: Choice Neighborhood III-R LLC

Dear Mr. Bondurant:

The construction of Choice Neighborhood III-R 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 Newport News.

Accordingly, the City of Newport News supports the allocation of federal housing tax credits requested by Choice Neighborhood III-R LLC for that development.

Yours truly,

Cynthia D. Rohlff
City Manager

CDR:sp:tfw

P:\LoanProg\TaxCredit Projects\Choice Neighborhood III-R - City CEO TC Support Letter.docx

N

Homeownership Plan



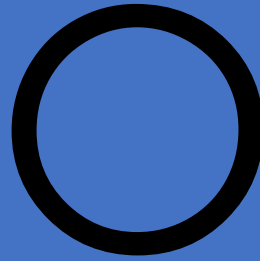
MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

Choice Neighborhood III-R

**NOT
APPLICABLE**

Applicant is not proposing a homeownership
strategy



Plan of Development Certification Letter



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

Choice Neighborhood III-R

**NOT
APPLICABLE**

Applicant is claiming points as a
Qualified/Experienced Developer

P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

VHDA Experienced LIHTC Developers

Notes:

Updated: 10/20/2020

1 Listed if 'named' Controlling General Partner or Managing Member (as confirmed by supporting documentation)

1 Listed if documentation supported at least 6 LIHTC developments

1 Listed if a principal who has developed at least 3 LIHTC deals and has at least \$500,000 in liquid assets

See LIHTC Manual for instructions on being added to this list

INDIVIDUALS

1 Alexander, Randall P.	29 Fitch, Hollis M.	57 Meiton, Melvin B.
2 Arista, Roberto	30 Fore, Richard L.	58 Midura, Ronald J.
3 Aarach, Chad	31 Franklin, Wendell C.	59 Mirmelstein, George
4 Ayd, Tom	32 Friedman, Mitchell M.	60 Nelson, IV, John M.
5 Barnhart, Richard K.	33 Gardner, Mark E.	61 Orth, Kevin
6 Baron, Richard	34 Gunderman, Timothy L.	62 Page, David
7 Bennett, Vincent R.	35 Healdns, Robert G.	63 Parent, Brian
8 Burns, Laura P.	36 Heatwole, F. Andrew	64 Park, Richard A.
9 Chapman, Tim	37 Honeycutt, Thomas W.	65 Park, William N.
10 Cohen, Howard Earl	38 Hunt, Michael C.	66 Pasquesi, R.J.
11 Connelly, T. Kevin	39 Iglesias, Adrian	67 Pedigo, Gerald K.
12 Connors, Cathy	40 Jaeger, Jeffrey	68 Poulin, Brian M.
13 Copeland, M. Scott	41 Jester, M. David	69 Queener, Brad
14 Copeland, Robert O.	42 Johnston, Thomas M.	70 Rappin, Steve
15 Copeland, Todd A.	43 Jones Kirkland, Janice	71 Ripley, F. Scott
16 Cordingley, Bruce A.	44 Kirkland, Milton L.	72 Ripley, Ronald C.
17 Counselman, Richard	45 Kittle, Jeffery L.	73 Ross, Stephen M.
18 Crosland, Jr., John	46 Koogler, David M.	74 Salazar, Tony
19 Curtis, Lawrence H.	47 Koogler, David Mark	75 Sarl, Lisa A.
20 Daigle, Marc	48 Lancaster, Dale	76 Sinito, Frank T.
21 Dambly, Mark H.	49 Lawson, Phillip O.	77 Stockmaster, Adam J.
22 Deutch, David O.	50 Lawson, Steve	78 Stoffregen, Phillip J.
23 Dischinger, Chris	51 Leon, Miles B.	79 Surbar, Jan
24 Douglas, David D.	52 Lewis, David R.	80 Valey, Ernst
25 Edmondson, Jim	53 Levitt, Michael	81 Uram, David
26 Edson, Rick	54 Margolla, Robert B.	82 Wilson, Stephen
27 Ellis, Gary D.	55 McCormack, Kevin	83 Woda, Jeffrey J.
28 Felas, William L.	56 McNamara, Michael L.	84 Wohl, Michael D.
		85 Wolfson, III, Louis

NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

1 AHC, Inc.
2 Alexandria RHA
3 Arlington Partnership for Affordable Housing (APAH)
4 Atlantic Housing Foundation, Inc.
5 Better Housing Coalition
6 Buckeye Community Hope Foundation
7 Community Housing Partners
8 Community Housing, Inc.
9 ElderHomes (dba Project Homes)
10 Enterprise Homes, Inc.
11 Fairfax County RHA
12 Homes for America, Inc.
13 Humanities Foundation, Inc.
14 Huntington Housing, Inc.
15 LEDIC Realty Company, LLC
16 Newport News RHA
17 NHT Communities
18 Norfolk Redevelopment Housing Authority
19 People Incorporated
20 Piedmont Housing Alliance
21 Preserving US, Inc.
22 Portsmouth RHA
23 RHA/Housing, Inc.
24 Rush Homes
25 The Community Builders
26 Virginia Supportive Housing
27 Virginia United Methodist Housing Development Corporation
28 Wesley Housing Development Corporation



Documentation of
Rental Assistance, Tax
Abatement and/or
Existing HUD/RD



Choice Neighborhood III-R



227 27th Street | P.O. Box 797 | Newport News, VA 23607
P: 757.928.2620 | F: 757.247.6535 | TTY: 757.247.7112
www.nnrha.com

BOARD OF
COMMISSIONERS

Kenneth D. Penrose, Jr.
Chairman
Lisa Wallace-Davis
Vice Chairman

William C. Black
George B. Knight
Lou Call
Barbara Holley

March 17, 2021

Karen R. Wilds
President
Choice neighborhood III-R LLC
227 27th Street
Newport News, VA 23607

RE: Request for Proposals
Project Based Voucher Program

Dear Ms. Wilds:

I am pleased to inform you that the Newport News Redevelopment and Housing Authority Board of Commissioners approved the award of 34 project-based vouchers to be used at the Choice Neighborhood III-R Apartments. This was done in accordance with the Housing Opportunity Through Modernization Act of 2016 (HOTMA) and subsequent HUD notices to allow NNRHA to issue Project Based Vouchers (PBVs) to certain public housing authority owned projects that will be developed as a result of the Choice Neighborhoods Initiative (CNI) plan without following a competitive process. Enclosed is a copy of the resolution passed by the Board.

Please contact me at 757-928 2659 or cwilliamson@nnrha.org to discuss the next steps.

Sincerely,

Carl Williamson
Director of Housing

Enclosure

cc: Christine Robertson, Pennrose LLC
Sherif Ismail, Pennrose LLC



**A RESOLUTION OF THE NEWPORT NEWS REDEVELOPMENT AND HOUSING
AUTHORITY AUTHORIZING THE ISSUANCE PROJECT BASED VOUCHERS FOR
CHOICE NEIGHBORHOOD III-R**

WHEREAS, the Newport News Redevelopment and Housing Authority and the City of Newport News are the recipients of a \$30 million grant from the U.S. Department of Housing and Urban Development's (HUD) Choice Neighborhoods Initiative (CNI) program to aid in the transformation of the Ridley Place public housing community; and

WHEREAS, the Marshall Ridley housing plan is a multi-phase plan that will span several years and will include the development of replacement housing at several different sites; and

WHEREAS, the properties will be co-developed with Pennrose LLC, NNRHA's development partner for CNI with NNRHA having a direct ownership interest in these projects; and

WHEREAS, the Choice Neighborhood III-R development will consist of approximately 71 rental housing units; and

WHEREAS, the Choice Neighborhood III-R development will require a subsidy layering analysis and environmental review subject to HUD requirements; and

WHEREAS, the project is applying for Low Income Housing Tax Credits from Virginia Housing in the 2021 application round.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Newport News Redevelopment and Housing Authority does hereby authorize 34 project-based vouchers to Choice Neighborhood III-R. This issuance is subject to successful review by HUD of the subsidy layering analysis and environmental review documents.



Office Of The City Manager

City Of Newport News

Virginia 23607

2400 Washington Avenue
(757) 926-8411
Fax (757) 926-3503

March 15, 2021

Karen R. Wilds, President
Choice Neighborhood III-R LLC
227 27th Street
Newport News Virginia 23607

RE: Choice Neighborhood III-R -Tax Deferral

Dear Ms. Wilds:

In response to your request, I am confirming approval of a real estate tax deferral for the Low-Income Housing Tax Credit financed property, Choice Neighborhood III-R. This action is consistent with a City Council approved ordinance authorized under state laws (Sec. 58.1-3219) allowing for real estate tax deferrals under certain circumstances.

This approval is conditioned upon the award of Low-Income Housing Tax Credits by the Virginia Housing Development Authority in 2021.

Sincerely,

A handwritten signature in black ink, appearing to read "Cynthia D. Rohlf".

Cynthia D. Rohlf
City Manager

CDR:sp:tfw

P:\LoanProg\TaxCredit Projects\Choice Neighborhood III-R Tax Deferral Ltr.docx

The subject property site is a former public housing development which is being transformed as part of the Marshall Ridley Choice Neighborhood Housing Plan. The United States Department of Housing and Urban Development awarded the Newport News Redevelopment and Housing Authority \$30,000,000 of Choice Neighborhood Initiative (CNI) funds in May, 2019.

The Virginia Housing manual indicates under section 7.12.5 that "Any development participating in the Rental Assistance Demonstration (RAD) program, or other PHA conversion to project-based rental assistance, competing in the Local Housing Authority pool..." is eligible for 10 bonus points. We are hereby providing the CNI Implementation Agreement as proof of HUD commitment.

**FY2018 Choice Neighborhoods
IMPLEMENTATION GRANT AGREEMENT**

This grant agreement (“Grant Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and the Lead and Co-Applicant(s) (“Grantee”). On May 13, 2019, HUD awarded the Grantee a Choice Neighborhoods Implementation Grant from fiscal year 2018 funds, for the implementation of a Transformation Plan (“Transformation Plan”) that is identified in this Grant Agreement below.

HUD agrees, subject to the terms of this Grant Agreement, to provide grant funds to the Grantee, in the total amount listed on the form HUD-1044, for the activities described in the Transformation Plan as defined in Article III. Either the Lead Applicant or the Co-Applicant Grantee may be the designated entity with access to LOCCS for drawing down grant funds.

The assistance that is the subject of this Grant Agreement is authorized by, and required to be used in accordance with, Section 24 of the U.S. Housing Act of 1937, the Consolidated and Further Continuing Appropriations Act, 2018 (Pub. L. 115-41, approved March 23, 2018) (“2018 HUD Appropriations Act”), (collectively the “Choice Neighborhoods Authorization”).

The form HUD-1044 and Exhibit A are incorporated into and subject to the terms of this Grant Agreement.

HUD and the Grantee hereby agree to be bound by the following terms and conditions of this Grant Agreement:

ARTICLE I. Choice Neighborhoods Requirements

The Grantee agrees to conduct all activities to be assisted with funds provided under this Grant Agreement in accordance with the following requirements, as such requirements now exist or as they may hereafter be amended (hereafter collectively referred to as the “Choice Neighborhoods Requirements”):

- A. the U.S. Housing Act of 1937, as amended (the “1937 Act”), as applicable, and all implementing regulations;
- B. the 2018 HUD Appropriations Act (Public Law 115-41, approved March 23, 2018);
- C. the Fiscal Year (FY) 2018 Notice of Funding Availability for the Choice Neighborhoods Initiative Implementation Grants published via Grants.gov on May 18, 2018 (the “Choice Neighborhoods Implementation NOFA”).
- D. 31 U.S.C. § 1552. In accordance with this statute, all FY2018 funding must be expended by September 30, 2025. Any funds that are not expended by that date will be cancelled and recaptured by the Treasury, and thereafter will not be available for obligation or expenditure for any purpose. In order to ensure funds are drawn from LOCCS by that date, HUD may provide additional guidance as the deadline approaches for when grantees should submit the final draw request (e.g. usually approximately two weeks prior to the expenditure deadline).
- E. In accordance with section 24(e)(2)(D) of the 1937 Act, Grantees must involve affected residents of the targeted public and/or assisted housing during the implementation process. Grantees are required to involve the affected public and/or assisted housing residents in the implementation of the Transformation Plan. This involvement must be continuous from the beginning of the planning process through the implementation and management of the grant. In addition to the statutory requirement, unless HUD indicates otherwise in writing, Grantees will be expected to undertake resident and community involvement in a manner and method at least as comprehensive as that described in your grant application.
- F. all executive orders applicable to the activities being conducted with funds provided under this Grant Agreement;
- G. the terms and requirements of this Grant Agreement, and any amendments or addenda thereto;
- H. all other applicable Federal requirements, including, without limitation, those set forth the FY2018 Appropriations Act and those set forth in Appendix A; and
- I. all regulations, handbooks, notices, and policies applicable to the activities being conducted with funds provided under this Grant Agreement.

ARTICLE II. Program Overview

A. **Goals of the Choice Neighborhoods Program.** The Choice Neighborhoods Program employs a comprehensive approach to neighborhood transformation. The program transforms neighborhoods of concentrated poverty into mixed-income neighborhoods of long-term viability by revitalizing severely distressed public and/or assisted housing; improving access to economic opportunities; and investing and leveraging investments in well-functioning services, effective schools and education programs, public assets, public transportation, and improved access to jobs. Choice Neighborhoods ensures that current residents benefit from this transformation by preserving affordable housing in the neighborhood or providing the choice to move to affordable housing in another neighborhood of opportunity. The purpose of this grant is to implement a Transformation Plan that has been developed through a local planning process and furthers the goals of the Choice Neighborhoods Program. The core goals of Choice Neighborhoods are:

- 1. Housing:** Replace distressed public and assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood;
- 2. People:** Improve outcomes of households living in the target housing related to employment and income, health, and children's education; and
- 3. Neighborhood:** Create the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to families' choices about their community.

ARTICLE III. Choice Neighborhoods Transformation Plan

- A. **General.** The Grantee's Choice Neighborhoods Transformation Plan ("Transformation Plan") consists of a document or documents reviewed and approved by HUD to govern the transformation of the neighborhood. The Transformation Plan should integrate effective strategies to implement public and/or assisted housing revitalization, the coordination and design of supportive services, including educational opportunities for children, and neighborhood-level planning to improve a range of neighborhood assets. The Transformation Plan should be created as part of a collaborative planning process that involves neighborhood stakeholders and local governmental entities. The Transformation Plan should translate the three core goals of Choice Neighborhoods – Housing, People and Neighborhood – into a strategy that will direct investments, demonstrate the commitment among a range of public and private partners to address interdependent neighborhood challenges, utilize data to set and monitor progress toward implementation goals, and engage community stakeholders and residents in meaningful decision-making roles.
- B. **Components of the Transformation Plan.** The Grantee's Transformation Plan includes each of the following components, as needed for the Transformation Plan and as approved by HUD. Because some of these documents may be submitted to HUD for approval throughout the implementation of the Grant Agreement, an approved Transformation Plan shall be

deemed to mean the most recent set of documents that have been submitted to (as set forth in this Article) and approved by HUD:

1. The Grantee's Choice Neighborhoods application, submitted in response to the FY2018 Choice Neighborhoods Implementation NOFA (the "Choice Neighborhoods Application");
2. Post Application Submissions that HUD requires the Grantee to submit following HUD's review of the Choice Neighborhoods application and/or as a result of a site visit to the neighborhood which is the target of redevelopment under this grant ("Development"), including but not limited to:
 - a. any additional information required for HUD to approve demolition of the target public and/or assisted housing based on the Choice Neighborhoods application;
 - b. certifications and assurances;
 - c. a Program Schedule, in accordance with the timeframes established in this Article;
 - d. a Choice Neighborhoods Budget (all phases) as described in Article VI;
 - e. any other information or documentation that is not otherwise required under any other component of the Transformation Plan that is requested by HUD to supplement or refine information provided in the Choice Neighborhoods Application or to meet any terms or conditions of the Grant Agreement; and
 - f. any waiver requests;

(Subparagraphs (a) through (f) are hereafter collectively referred to as, "Post Application Submissions.")

3. a Supportive Services/People plan;
4. the Grantee's submissions to HUD in connection with an Endowment Trust, if applicable, in accordance with Article IV(J) (including but not limited to submission of a Choice Neighborhoods Endowment Trust Addendum);
5. for public housing only, a Demolition Application, if applicable, as described in Article IV;
6. for public housing only, a Disposition Application relating to the Development, as described in Article IV, to the extent applicable;
7. a development proposal(s), as described in Article IV;
8. a homeownership proposal, as applicable, as described in Article IV;

9. a plan for Critical Community Improvements projects, as applicable; and
 10. any amendment or modification of the foregoing, as approved in writing by HUD.
- C. Incorporation into Grant Agreement. As each component of the Transformation Plan is approved in writing by HUD, it will be deemed to be incorporated into this Grant Agreement.
- D. Time Periods for Implementation. The Grantee agrees to implement its Transformation Plan in accordance with the approved Program Schedule, including but not limited to the following time periods:
1. In accordance with the Choice Neighborhoods Implementation NOFA as incorporated by Article I(C) above.
 2. Items identified in paragraph (B) of this Article must be submitted to HUD in accordance with the HUD-approved Program Schedule. The Program Schedule is due to HUD within 120 calendar days (weekends and holidays are not excluded) from the Grant Award Date. HUD reserves the right to require Grantee to make edits to these items to put them in a form and substance acceptable to HUD.
 3. The Grantee must start service coordination and case management services as soon as possible, if they have not already. The Grantee must have started these services within 60 days of the Grant Award Date. It is imperative that case management services begin immediately so that residents who will be relocated have time to participate in and benefit from Supportive Services activities before leaving the site; and that residents who have already been relocated are able to participate in and benefit from Supportive Services activities.
 4. The Grantee must submit the People/Supportive Services plan within 9 months of the Grant Award Date for HUD's review and approval.
 5. The Grantee must submit the Critical Community Improvements plan within 12 months of the Grant Award Date for HUD's review and approval.
 6. The closing of the first housing phase of development must take place within 18 months of the Grant Award Date. For this purpose, "closing" means all financial and legal arrangements have been executed and actual activities (construction, etc.) are ready to commence. The construction Notice to Proceed or equivalent must be issued no later than 90 days after the closing date, unless otherwise approved by HUD.
 7. Grantees must start housing rehabilitation/construction within 21 months of the Grant Award Date.
 8. Grantees must complete replacement housing rehabilitation/construction by obtaining a certificate of occupancy or equivalent for units funded with Choice Neighborhoods funds

by September 30, 2025. In accordance with the statutory deadline for expenditure of funds, HUD cannot approve an extension to this milestone.

- E. Time Extensions. All requests for extensions of the time periods for implementation listed in paragraph (D)(1)-(7) of this Article must be requested by the Grantee in advance of the deadline date. All requests for extensions must be made in writing to the Office of Public Housing Investments and will be reviewed and approved or disapproved by the Assistant Secretary of Public and Indian Housing and/or the Deputy Assistant Secretary for the Office of Public Housing Investments.

ARTICLE IV. Transformation Activities and Requirements

- A. Program Activities. Grantees must include the activities listed in Section III.E.1 of the Choice Neighborhoods Implementation NOFA in their Transformation Plan.
- B. Program Requirements. Grantees must comply with the Program Requirements stated in Section III.E.2 of the Choice Neighborhoods Implementation NOFA, some of which are restated in this Article for emphasis and/or with additional detail.
- C. One-for-one Replacement of Public and/or Assisted Housing. Each Transformation Plan must comply with the applicable one-for-one replacement requirement as stated in Section III.E.2.b of the Choice Neighborhoods NOFA.
- D. Replacement Housing Development Activities.
 - 1. Public Housing Development Activity. For any public housing development activity under the Transformation Plan (whether on-site reconstruction or off-site development), the Grantee must obtain HUD approval of a development proposal submitted under 24 CFR 905.606 (“Development Proposal”).
 - 2. Any RAD conversion must be done in accordance with the protocol for reviewing RAD/Choice Neighborhoods projects or subsequent guidance.
 - 3. For projects involving Section 8, both Project Based Rental Assistance (PBRA) and Project Based Vouchers (PBV), and Choice Neighborhoods funding, HUD will review the development proposal in accordance with the Cost Controls and Safe Harbor Standards for Rental Mixed-Finance Development, dated April 2003, or subsequent guidance.
 - 4. For Replacement Units to be provided as PBVs in projects developed by an entity other than the Housing Implementation Entity, the PHA that administers the vouchers must comply with 24 CFR part 983. In addition, the Choice Neighborhoods office must review project information in advance of the AHAP or HAP contract to confirm the project satisfies the CN program requirements (e.g. is in a mixed-income development

and, if located outside the target neighborhood, meets the location requirements set forth in the NOFA).

- E. Rehabilitation Activities. For rehabilitation and physical improvement of public housing and/or community facilities primarily intended to facilitate the delivery of community and supportive services for residents of the Development and residents of off-site replacement housing under the Transformation Plan, the Grantee will comply with 24 CFR § 905.
- F. Affordable Housing Development Activities. Affordable housing (non-replacement, rental or homeownership, as defined in the NOFA) units developed with Choice Neighborhoods funds must be done in accordance with a proposal approved by HUD. Such units must be available to families earning 81-120 percent of AMI and grantees shall commit to an affordability period of at least 20 years. Affordable housing units must be in the same building with replacement units, except for buildings with one to four units total. Further, affordable housing units cannot include other funding that restricts incomes below 120% AMI (e.g. Low-Income Housing Tax Credits). The affordability restrictions shall be contained in a legally enforceable document recorded in the appropriate recorder's office or registry of deeds and consistent with long-term viability of the project.
- G. Demolition of Public Housing. You cannot carry out nor permit others to carry out the demolition of the targeted public housing project or any portion of the project until HUD approves, in writing, one of the following ((1) - (3) of this section), and until HUD has also:
 - (i) approved a Request for Release of Funds submitted in accordance with 24 CFR part 58, or
 - (ii) if HUD performs an environmental review under 24 CFR part 50, has approved the property for demolition, in writing, following its environmental review.
 1. Information regarding demolition in your Choice Neighborhoods Application, along with Post Application Submissions requested by HUD after the award of the grant. Section 24(g) of the 1937 Act provides that severely distressed public housing that is demolished pursuant to a revitalization plan is not required to be approved through a demolition application under section 18 of the 1937 Act or regulations at 24 CFR part 970.
 2. A demolition application under section 18 of the 1937 Act.
 3. A section 33 Required Conversion Plan, in compliance with regulations at 24 CFR part 972, subpart A and other applicable HUD requirements. A Required Conversion Plan concerns the removal of a public housing project from a PHA's inventory.
- H. Demolition of Multifamily Housing. For projects subject to a project-based section 8 Housing Assistance Payments ("HAP") contract, the Grantee will not engage in or permit the partial or total demolition of the project, or any activities related thereto, including any activities in preparation for such demolition, without the prior written consent of HUD. Such consent will not be provided until HUD has first approved (i) a proposal for preserving the project-based section 8 HAP contract consistent with applicable statutory authority (e.g., section 212(a) of the 2012 HUD Appropriations Act, or successor legislation; or section 8(bb)(1) of 1937 Act) and all related Departmental policies, procedures, and requirements;

(ii) a proposal for project rehabilitation; and (iii) a replacement housing plan that provides for the orderly, temporary relocation of relocated families (e.g., based on the requirements of Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (Multifamily Emergency/Disaster Guidance), section 38-32C (Section 8 Pass Through)) that ensures decent, safe, and sanitary housing, consistent with 24 CFR Part 5 Subpart G (Physical Condition Standards and Inspection Requirements) and 24 CFR Part 200 Subpart P (Physical Condition of Multifamily Properties), at the beginning of and throughout the relocation period.

I. Disposition of Public Housing. This section applies only to disposition of public housing.

1. Disposition of a severely distressed public housing site, by sale or lease, in whole or in part, must be done in accordance with section 18 of the 1937 Act and implementing regulations at 24 CFR part 970, as applicable.
2. The Grantee will also comply with the provisions of its approved disposition application (the approved "Disposition Application"), unless otherwise modified in writing by HUD, and with the procedures for processing dispositions associated with mixed-finance projects as set forth by HUD.
3. A ground lease of one year or more that is not incident to the normal operation of a development is considered to be a disposition that is subject to section 18 of the 1937 Act.

J. Relocation.

1. General. The Grantee will provide suitable, decent, safe, and sanitary housing for each family required to relocate because of transformation activities under the Transformation Plan.
2. Relocation Plan for Public Housing Units. The Grantee must carry out its relocation activities in compliance with a relocation plan that conforms with the following statutory and regulatory requirements, as applicable (the "Relocation Plan") for displacement or temporary relocation carried out as a result of:
 - a. **Rehabilitation, acquisition, or demolition pursuant to section 24 of the 1937 Act** under an approved Plan is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq; 49 CFR part 24) (URA) and regulations at 24 CFR § 905.308 or successor part and meets the requirements of the Choice Neighborhoods Implementation NOFA.
 - b. **Disposition or demolition pursuant to section 18 of the 1937 Act** under an approved Transformation Plan is subject to section 18 of the 1937 Act as amended and 24 CFR 970.21.
 - i. Exception: displacement or temporary relocation carried out as a result of **disposition** pursuant to the mixed-finance development requirements at 24 CFR 905, subpart F is subject to section 18 of the 1937 Act but not 24 CFR 970.21.

- c. **Disposition pursuant to a Section 332 required conversion plan** is subject to Section 18 of the 1937 Act and 24 CFR Part 971.
- d. **Demolition pursuant to a Section 33 required conversion plan** is subject to the URA.

If the project also utilizes Community Development Block Grant (CDBG) or HOME funds, section 104(d) of the Housing and Community Development Act of 1974 may also apply. Please refer to the Tenant Assistance Relocation and Real Property Acquisition Handbook (HUD Handbook 1378) for detailed information.

- 3. **Relocation Plan for Non-Public Housing Units.** Except for displacement resulting from demolition or disposition activities subject to section 18 of the 1937 Act, projects involving real property acquisition, rehabilitation or demolition are subject to the URA and the requirements of the Choice Neighborhoods Implementation NOFA. For projects subject to a project-based section 8 HAP contract, the Grantee will (i) secure or cause to be secured temporary replacement housing for displaced families; will ensure that (ii) the temporary housing is available for the entire duration of the displacement period; and (iii) the housing meets the requirements of 24 CFR Part 5, Subpart G (“Physical Condition Standards and Inspection Requirements”) and 24 CFR Part 200 Subpart P (“Physical Condition of Multifamily Properties”) at the beginning of and throughout the displacement period. To satisfy this requirement, the Grantee is encouraged to adopt the model and the related procedures in Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (“Multifamily Emergency/Disaster Guidance”), section 38-32 C (“Section 8 Pass Through”) for the temporary relocation of section 8-assisted families necessitated by a natural disaster or other emergency. Based on this model and the related procedures, the Grantee is authorized to enter into a temporary lease for a unit in the same locale that meets the foregoing regulatory requirements on behalf of a displaced section 8-assisted family. During this period, the Owner of a property subject to a project-based section 8 HAP contract (“Owner”), whether the Owner is the Grantee or one of the Grantee’s partners, may voucher for the contract rent for that unit on a temporary basis. The Owner pays no more than the contract rent on the temporary dwelling until the resident’s permanent rental unit has been restored to habitable condition and the Owner notifies the resident that they may resume occupancy of their former unit. The resident is still responsible for the resident’s share of the rent. Should the displaced resident fail to return, the Owner may rent the repaired unit to an eligible section 8 applicant. Before doing so, however, the Owner must inform the resident in writing that their assistance is terminated. In the event that the Owner rents the unit to an eligible section 8 applicant, the Owner must first terminate the “pass through” lease that the Owner executed on behalf of the displaced resident. In addition, should the temporarily relocated resident move from the temporarily leased unit before their permanent rental unit is repaired and made available for their return, the Owner can no longer voucher for the temporary unit and the resident is considered permanently housed. (See Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (“Multifamily Emergency/Disaster Guidance”), section 38-32 C (“Section 8 Pass Through”).)

K. Acquisition.

1. Acquisition Proposal. A PHA must submit an acquisition proposal to HUD for review and approval prior to acquisition in accordance with 24 CFR 905.608 when a PHA determines that it is necessary to acquire vacant land for development of replacement housing through new construction, using public housing funds. This acquisition approval must be submission of a development proposal under 24 CFR 905.606.
2. Land for Replacement Units outside the target neighborhood. For acquisition of land for replacement housing outside the target neighborhood, you must comply with 24 CFR 905.602 (site and neighborhood standards).
3. Land for Economic Development-Related Activities. Acquisition of land for this purpose is eligible if the activities specifically promote the economic self-sufficiency of residents of the neighborhood, such as construction or rehabilitation of parks and community gardens, environmental improvements; or promoting economic development, such as development or improvement of transit, retail, community financial institutions, public services, facilities, assets or other community resources. Limited infrastructure and site improvements associated with development retail, commercial, or office facilities, such as rough grading and bringing utilities to (but not on) the site, are eligible activities with prior HUD approval. You may request an amount not to exceed 15 percent of the total Choice Neighborhoods grant to pay the costs of non-housing capital costs as described above for Critical Community Improvements.

- L. Supportive Services. The Grantee must plan for and provide current public and assisted housing residents, relocated public and assisted housing residents, and returning and new public and assisted housing residents with supportive services for the term of the Grant Agreement. Supportive Services programs and services must be carefully planned so that they will be sustainable after the Choice Neighborhoods grant period ends. The Grantee is responsible for tracking and providing Supportive Services programs and services to baseline and revitalization development residents. Baseline residents are those residents that lived in the targeted redevelopment site at the time of application for this Choice Neighborhoods grant. The grantee and HUD will also work together to track the experiences and changing characteristics of revitalization development residents who live at the revitalized site. Supportive Services activities must be well integrated with the physical development process, both in terms of timing and the provision of facilities to house on-site service and educational activities. The Grantee should provide final outcomes and metrics on Supportive Services as identified in the Transformation Plan. The Grantee will report to HUD on those outcomes and measure progress using those metrics as discussed in Article XII. HUD will use these reports to determine if the Grantee has met their supportive service requirements as listed in their Transformation Plan. To the extent that the Grantee proposed Supportive Services to the surrounding neighborhood residents as part of the application, public housing and HUD assisted housing resident Supportive Services should be tracked in the same way or as proposed in the application.

1. Funding. Consistent with sections 24(d)(1)(L) and 24(j)(3) of the 1937 Act and the Choice Neighborhoods Implementation NOFA, the Grantee may use an amount up to 15 percent of the total Choice Neighborhoods Grant to pay the costs of community and supportive service programs. The Grantee may spend additional sums on community and supportive services programs using donations, HUD funds made available for that purpose, or other Grantee funds.
 2. Supportive Services Endowment Trust. The Grantee may deposit up to 15 percent of the Choice Neighborhoods Grant amount (the maximum amount of the grant allowable for Supportive Services programs) into an endowment trust to provide Supportive Services activities (the "Endowment Trust").
 - a. The Grantee may not draw down funds provided under this Grant Agreement for deposit into an Endowment Trust until it has a HUD-approved Endowment Trust plan and has executed with HUD an addendum to this Grant Agreement (the "Choice Neighborhoods Endowment Trust Addendum"), as directed by HUD. The Choice Neighborhoods Endowment Trust Addendum establishes the requirements governing the establishment, operation, and management of an Endowment Trust.
 - b. In reviewing the amount of the Grantee's proposed allocation of Choice Neighborhoods Grant funds to an Endowment Trust, HUD will take into account the Grantee's demonstrated ability to pay for current Supportive Services activities with Choice Neighborhoods or other funds, and the projected long-term sustainability of the Endowment Trust to carry out such activities.
 - c. Endowment Trust funds (including any non-Choice Neighborhoods funds donated or otherwise made available to the Endowment Trust, and any interest earned on Choice Neighborhoods and non-Choice Neighborhoods funds) may only be used for eligible and necessary Supportive Services activities.
 3. Although targeted housing residents must be the primary beneficiary of Supportive Services, Supportive Services provided to the surrounding neighborhood residents, beyond public and HUD assisted housing residents, are an eligible use of funds.
- M. Administration, Fees and Costs. Reasonable costs for administration, planning, technical assistance, and fees and costs, as established by the Cost Control and Safe Harbor Standards guidance dated April 9, 2003, or successor document. These costs are limited to the costs of implementing the Transformation Plan, as specifically approved by HUD, such as fees for architectural and engineering work, program management (if any), and reasonable legal fees. You may not use Choice Neighborhoods Implementation Grant funds to pay for any implementation activities carried out on or before the date of the letter announcing the award of the Choice Neighborhoods Grant.
- N. Right of Return. Each tenant who wishes to return to the on-site or off-site replacement housing may return if the tenant was lease-compliant at the time of departure from the housing prior to relocation and continued to remain lease-compliant during the relocation period. This is a Choice Neighborhoods program requirement and not related to benefits provided in accordance with the URA. A returning tenant shall be provided a preference for occupancy of on-site or off-site replacement units before such units are made available to any

other eligible households. Accordingly, the Housing plan must provide an adequate number of replacement units that can be occupied by households with incomes up to 80 percent AMI (e.g. units that are not limited by another funding source such as LIHTC equity that has a lower income limit). The tenant also has the option not to occupy a replacement unit and may retain tenant-based voucher assistance, subject to appropriations and availability, provided under section 8(o) of the United States Housing Act of 1937 for relocation from the properties revitalized under this Grant Agreement. These preferences are retained even if the resident has already received permanent relocation benefits. This preference applies to residents that were relocated due to the redevelopment activity and remains available until the initial lease-up of the new units. Residents that voluntarily move prior to relocation do not have this right to return preference. Prior written approval for any new tenant-based voucher assistance, including but not limited to Tenant Protection Vouchers, is required prior to Grantee obtaining voucher assistance. If a household is “rightsized” (e.g. splits into two separate households) through the relocation resulting from Choice Neighborhoods, the original head of household will have the right to return. Once all of the original heads of household have been housed, the Grantee is required to offer the second household any units that are available. If no units are available, then the second household will be moved to the top of the waiting list. Both the original household and the second household are required to be lease-compliant at the time of relocation and throughout relocation.

O. Site and Neighborhood Standards for Replacement Housing.

1. Grantee’s Election of Requirements. A Grantee, at its election, separately regarding each site it proposes, will comply with the development regulations regarding Site and Neighborhood Standards (24 CFR § 905.602), or with the Site and Neighborhood Standards contained in this Article.
2. On-Site Replacement Housing (i.e. on the target housing site and/or in the target neighborhood). Because the objective of the Choice Neighborhoods program is to alleviate distressed conditions at the targeted development and in the target neighborhood, replacement housing under Choice Neighborhoods that is located within the target neighborhood will not require approval by HUD under Site and Neighborhood Standards.
3. Off-site Replacement Housing (i.e., outside of the target neighborhood but within the metropolitan area up to 25 miles from the target housing site). Replacement housing outside the target neighborhood must:
 - a. offer access to economic opportunities and public transportation and be accessible to social, recreational, educational, commercial, health facilities and services, and other municipal services and facilities that are comparable to those that will be provided in the target neighborhood; and
 - b. be located neither in areas of minority concentration nor in areas with a poverty rate above 40 percent. A neighborhood of minority concentration is a Census tract or other defined geographic area in which the percentage of residents who are racial or ethnic minorities is at least 20 percentage points higher than the percentage of minority residents in the Metropolitan Statistical Area (MSA) (or jurisdiction not in a

MSA) as a whole. In MSAs (or jurisdictions not in MSAs) in which the majority of residents are racial or ethnic minorities, HUD will consider and rely on all relevant information to determine whether the neighborhood proposed for replacement housing will lead to the creation of more inclusive and integrated housing in opportunity-rich neighborhoods.

- P. Research and Evaluation Cooperation. HUD and its contractors shall perform research and evaluation activities on the Choice Neighborhoods program, including interviews with the Grantee and community, review of grantee documents and data, surveys of assisted households and neighborhood residents, and documentation of changing physical conditions in the buildings and neighborhood. The Grantee shall make all reasonable efforts to cooperate with HUD and its contractors in carrying out these activities, including but not limited to facilitating interviews of Grantee's staff and partners, providing HUD's contractor with access to observe community meetings; to data systems, documents, and assisted and public housing residents; and to buildings for conducting physical inspections.
- Q. Operation and Management Principle and Policies, and Management Agreement for PHAs. Grantee must develop a Management Agreement that describes their operation and management principles and policies for their public housing units. Grantees and their procured property manager, if applicable, must comply (to the extent required) with the provisions of 24 CFR part 966 in planning for the implementation of the operation and management principles and policies described below.
1. Rewarding work and promoting family stability by promoting positive incentives such as income disregards and ceiling rents;
 2. Instituting a system of local preferences adopted in response to local housing needs and priorities, e. g., preferences for victims of domestic violence, residency preferences, working families, and disaster victims. Note that local preferences for public housing must comply with Fair Housing requirements at 24 CFR 960.206. No preference should lead to disparate negative impact on any Fair Housing Act protected class;
 3. Lease requirements that encourage self-sufficiency by promoting involvement in the resident association, performance of community service, participation in self-sufficiency activities, and transitioning from public housing;
 4. Implementing site-based waiting lists that follow project-based management principles for the redeveloped public housing. Note that site-based waiting lists for public housing must comply with Fair Housing requirements at 24 CFR 903.7(b)(2);
 5. Strictly enforcing lease and eviction provisions;
 6. Implementation of defensible space principles and the installation of physical security systems such as surveillance equipment, control engineering systems, etc. to improve the safety and security of residents;

7. Enhancing ongoing efforts to eliminate drugs and crime from neighborhoods through collaborative efforts with federal, state, and local crime prevention programs and entities.
- R. Lobbying. The Grantee hereby certifies that no funds provided under this Grant Agreement will be expended for lobbying activities, as prohibited by Section 319 of Public Law 101-121 (which prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government), and implemented for HUD at 24 CFR part 87, as the same may be amended from time to time. The Grantee will disclose promptly any commitment or expenditure of non-appropriated funds for lobbying activities if those activities would be prohibited if paid with appropriated funds.

ARTICLE V. Changes to the Transformation Plan

- A. Changes Requiring Prior HUD Approval. If the following activities in the application are to be modified or amended, the Grantee must request and obtain prior written HUD approval:
1. the Program Schedule. The Grantee must inform HUD immediately, in writing, of any problems, delays or adverse conditions that will impair materially the Grantee's ability to comply with the Program Schedule, and include a statement of action taken, or proposed to be taken, and any assistance needed to resolve the situation. HUD must approve any proposed changes to the Program Schedule that would modify any date or time period.
 2. the form of program oversight or governance;
 3. the overall strategy for community involvement;
 4. the approved disposition;
 5. the approved demolition;
 6. the Housing plan, including the total number of housing units to be developed or rehabilitated (whether or not there is an associated budgetary revision requiring prior approval), the unit mix, the location of housing, the design, or any other changes that materially affect the Transformation Plan;
 7. the plan for Critical Community Improvements projects;
 8. changes in any Choice Neighborhoods Budget or phase budget that propose an increase or decrease in any line item, except as permitted by Article VI;
 9. an extension of the period of availability of the Choice Neighborhoods Grant funds provided under this Grant Agreement, not to go beyond the statutory timeframes;

10. changes in the entities or individuals, including any key partners specified in the Transformation Plan as having key responsibilities for carrying out the Transformation Plan (or any component(s) of the Transformation Plan). Subgranting, subcontracting or otherwise obtaining the services of a third party to perform activities that are central to the purposes of the Transformation Plan will constitute such a change in entities or individuals; and

11. changes requested by a subgrantee that relate to any of the itemized categories listed in paragraph (A) of this Article.

B. Changes Requiring Grant Agreement Amendment. For the following types of revisions to the Transformation Plan, the Grantee must submit a written request to HUD and must receive HUD's written authorization prior to making any such changes:

1. change in the total dollar amount of the grant; and/or
2. change in the Development for which funds provided under this Grant Agreement are made available.

Upon HUD's written approval, the change will be implemented by the execution of an amendment to this Grant Agreement and shall consist of a revised Form HUD-1044 if there is a change in the dollar amount of the grant.

C. Waiver Requests.

1. Standard for Approval. The activities to be conducted under this Grant Agreement are subject to the terms of this Grant Agreement and the Choice Neighborhoods Requirements. Nevertheless, HUD seeks innovative solutions under the Choice Neighborhoods Program to the long-standing problems of severely distressed public and assisted housing developments located in neighborhoods of concentrated poverty, and will consider granting a waiver of specific regulatory requirements, provided that:
 - a. such a waiver would be consistent with applicable statutory requirements; and
 - b. the Grantee is able to demonstrate good cause to support HUD's granting of such a waiver.
2. Waiver Request Procedure. If the Grantee wants HUD to approve a waiver of a regulatory requirement, it must submit a request with sufficient information and justification to enable HUD to make a determination of good cause for granting any such request to deviate from existing regulations. Until such time as the Grantee requests and HUD, in its discretion, approves any such requests in writing, the Grantee does not have authority to implement the activities described in the Choice Neighborhoods Application to which the request for approval applies (or for which a request for approval is needed).

ARTICLE VI. Choice Neighborhoods Budget and Funding Requests

- A. **Budget.** The Grantee must ensure that funds provided under this Grant Agreement are expended in accordance with the Choice Neighborhoods Requirements and a Choice Neighborhoods Budget. Each Grantee must submit to HUD for approval a Choice Neighborhoods Budget as part of the Post Application Submissions. The Choice Neighborhoods Budget allocates ALL Choice Neighborhoods Grant funds into Budget Line Items. The Choice Neighborhoods Budget will serve as the primary budget and may be subject to revision.
- B. **Budget Form.** Each budget submitted in accordance with paragraph (A) of this Article must be submitted on the Choice Neighborhoods Implementation Grants Budget Form (form HUD-53236). Part I must be signed and dated by the Lead Grantee, and Part II must include a detailed description of the uses of the funds. Grantees should also track their leveraged fund expenditures and maintain this information on file should HUD request it.
- C. **Pre-Grant Agreement Execution Costs.** After the execution of this Grant Agreement, the Grantee may include in its Choice Neighborhoods Budget, and the Grantee may draw down funds for, costs that were incurred prior to execution of this Grant Agreement, provided that such costs were incurred after the Grant Award Date, are directly associated with the activities to be funded under this Choice Neighborhoods Grant, and are approved as reasonable and eligible by HUD.
- D. **Predevelopment Costs.**
1. **Funding Requests.** The Grantee may request a Choice Neighborhoods Grant funds for predevelopment costs by submitting the Choice Neighborhoods Budget to HUD. Funds may be drawn down for eligible Predevelopment Costs (as defined in subparagraph (2) below), subject to receiving HUD approval and the requirement for an environmental review in accordance with the provisions of this Grant Agreement.
 2. **Eligible Predevelopment Costs.** Eligible predevelopment costs (“Predevelopment Costs”) may include funds for:
 - a. administration costs related to having additional and/or existing staff work on the Choice Neighborhoods Grant;
 - b. fees and costs related to procuring goods and services from third parties in connection with eligible predevelopment activities such as architectural and engineering (A&E) fees;
 - c. resident relocation;
 - d. supportive services costs, including costs dedicated to case management and services;
 - e. costs associated with carrying out environmental reviews, in accordance with 24 CFR § 58.23; and
 - f. site remediation and demolition costs, provided that HUD has notified the Grantee in writing of the approval.
 3. **Predevelopment Funds.** Upon review and approval of the Choice Neighborhoods Budget as described in this Article, HUD will make the approved predevelopment funds

available to the Grantee for drawdown in LOCCS. The Grantee will ensure that the funds are expended in conformance with the HUD-approved Predevelopment Budget.

E. Program Income. Program Income is defined in 2 CFR § 200.80, or successor regulation. If the Grantee receives program income:

1. prior to grant closeout program income from repayment of loans, sale of homeownership units, and/or other sources:
 - a. must be reinvested in the Development or neighborhood and used for Choice Neighborhoods eligible purposes, unless otherwise approved by HUD; and
 - b. must be used for eligible activities authorized under this Grant Agreement before the Grantee may draw down additional cash payments from the Choice Neighborhoods Grant.
2. after grant closeout, program income from repayment of loans, sale of homeownership units, and/or other sources the program income must be reinvested in the Development or neighborhood and used for Choice Neighborhoods eligible purposes. Before the grant is closed out, Grantee will provide a plan to HUD for how program income will be reinvested, in a form and substance that is acceptable to HUD. HUD will determine with the Grantee what the sources of program income are.

The language of this provision, article VI (E)(2), shall survive grant close-out and termination of this Grant Agreement.

ARTICLE VII. Project Drawdowns

A. LOCCS Payment System. Consistent with 2 CFR Part 200, the Grantee will request all drawdowns of Choice Neighborhoods Grant funds under the Line of Credit Control System (e-LOCCS), unless and until another payment system is designated by HUD. The Grantee will comply with all rules, guidelines, and notices established for Choice Neighborhoods under LOCCS, or any substitute system, in connection with any drawdown of Choice Neighborhoods Grant funds. If HUD designates a different payment system, it will be based upon the provisions of 2 CFR § 200.305.

B. Drawdowns.

1. The Grantee may draw down Choice Neighborhoods Grant funds for a Budget Line Item (BLI) in an amount up to 100 percent of the amount of that BLI that HUD has approved and made available for drawdown.
2. Any request for funds in excess of 10 percent of the entire grant amount in any month must be approved by HUD. The Grantee must submit copies of the invoices supporting the drawdown amount to the Team Coordinator for review.

C. Drawdown Consequences of Default.

1. Withholding of Payments. HUD may withhold payments in accordance with 24 CFR § 200.338.
2. Grantee Representations. Each drawdown request by the Grantee will constitute, and be deemed to be, a representation that the Grantee is not in default under this Grant Agreement (except as the Grantee previously may have disclosed to HUD in writing).
3. Overdue Reports. HUD may elect to suspend draws under this Grant Agreement during any period in which the Grantee has failed to file with HUD any quarterly report.

ARTICLE VIII. Matching and Leveraged Funds

- A. Match Requirements. In accordance with section 24(c) of the 1937 Act (42 U.S.C. 1437v(c)),
 1. Grantee must have secured a match in the amount of 5 percent of the grant amount in cash or in-kind donations.
 2. Additional Supportive Services Match. The lesser of that provided for in your Transformation Plan or up to 15 percent of the Choice Neighborhoods grant may be used for supportive services activities. However, if the Grantee is using more than 5 percent of the grant funds for supportive services activities, funds (cash or in-kind donations) from sources other than Choice Neighborhoods must be secured for the amount between 5 and 15 percent of the grant that Grantee will use for supportive services activities. These resources must be NEW commitments in order to be counted for match.
- B. Match Donations and Leverage Resources. Grantee shall keep documentation on matching and leveraged funds during the term of this Grant Agreement and shall provide this documentation in a format acceptable to HUD upon request by HUD, until the closeout of this grant. The documentation should show that the funds are secured and the Grantee should keep records showing how those funds have been expended over time.

ARTICLE IX. Grantees, Subgrantees and Contractors

- A. General Grantee Responsibilities.
 1. Implementation Team. The Grantee agrees to promptly assemble a competent implementation team, if you have not already, to assist in working with the Grantee's partners and coordinating all phases of the implementation process.

2. Choice Neighborhoods Requirements. The Grantee shall ensure that any entity to which it makes grant funds available will comply with the Choice Neighborhoods Requirements.
3. Required Certifications.
 - a. The Grantee must ensure that all subgrantees and contractors execute an original document in the form of Exhibit A to this Grant Agreement at the time the Grantee executes any contract with any subgrantee or contractor to provide goods or services under this Grant Agreement. The Grantee will retain the executed original certificate together with the executed contract documents.
 - b. Grantees that are public housing authorities (PHA Grantee) must ensure that the requirements contained in the General Conditions for Non-Construction Form (Form 5370-C) are included in any solicitation in connection with non-construction contracts that will be made by the PHA Grantee and paid for with assistance under this Grant Agreement. Such conditions must also be included in any non-construction contract entered into by the PHA Grantee.
 - c. Certifications required by 2 CFR 200.415.

B. Administrative Requirements for Grantees. Public housing authority, local government, Indian tribe, and non-profit entity grantees are subject to 2 CFR Part 200.

C. Administrative Requirements for Subgrantees and Related Agreements

1. Public housing authority, local government, Indian tribe, and non-profit subgrantees are subject to the requirements of 2 CFR Part 200.
2. For-profit subgrantees are subject to the requirements of 2 CFR Part 200, Subparts A-E. The Grantee is responsible for establishing audit requirements consistent with 2 CFR 200.501(h).
3. Suspension and Debarment. Grantees are subject to the requirements of 2 CFR 200.212.
4. Grantee Responsibilities Regarding Subgrantees. Grantees will be responsible for:
 - a. ensuring that subgrantees are aware of the requirements imposed upon them by Federal statutes, regulations, and this Grant Agreement;
 - b. ensuring that all subgrant agreements include any clauses required by Federal statutes and their implementing regulations and executive orders; and;
 - c. monitoring subgrantees' performance to ensure compliance with this Grant Agreement.

D. Administrative Requirements for Contractors and Subcontractors and Related Contracts.

1. Grantee Responsibilities Regarding Contractors and Subcontractors. Grantees that are subject to 2 CFR Part 200 as described in (B)(1) of this Article will be responsible for the following:

- a. Grantee shall obtain the services of a for-profit entity through a competitive procurement under 2 CFR Part 200. However, if the Grantee can demonstrate to HUD that the services to be provided by the for-profit entity can be obtained only from that one source, the Grantee may request HUD approval to select the entity under a sole-source procurement in accordance with 2 CFR 200.230(f).
 - b. Consultant Services. Grantees shall obtain consultant services provided under an independent contractor relationship pursuant to 2 CFR Part 200.
2. Trigger for the Submission of Contracts. Contract documents must be submitted to HUD for prior approval if required by 2 CFR Part 200, Subpart D, or if requested by HUD. Any modification of such contracts is also subject to HUD's written approval before execution.
3. Debarred or Suspended Parties. Grantees must comply with 2 CFR 200.212.

ARTICLE X. No Third Party Rights

The Grantee and HUD are the sole parties to this Grant Agreement and do not intend to create any third party beneficiaries to this Grant Agreement. Nothing in this Grant Agreement may be construed as conferring the status of third party beneficiary upon the residents; and in no event shall any entity other than the Grantee have direct rights to the Choice Neighborhoods funds provided for under this Grant Agreement.

ARTICLE XI. Conflict of Interest

- A. Prohibition. The Grantee shall comply with the conflict of interest requirements in 2 CFR 200.318. No person who is an employee, agent, officer, or elected or appointed official of the Grantee or member of his immediate family and who exercises any functions or responsibilities with respect to activities assisted under this Choice Neighborhoods Grant may have a direct interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder.
- B. HUD-Approved Exception.
 1. Standard. HUD may grant an exception to the prohibition in paragraph (A) of this Article on a case-by-case basis when it determines that such an exception will serve to further the purposes of Choice Neighborhoods and its effective and efficient administration.
 2. Procedure. HUD will consider granting a regulatory waiver only after the Grantee has provided a written request which provides a disclosure of the nature of the conflict, accompanied by:
 - a. an assurance that there has been public disclosure of the conflict;
 - b. a description of how the public disclosure was made; and

- c. an opinion of the Grantee's attorney that the interest for which the exception is sought does not violate State or local laws.
3. Consideration of Relevant Factors. In determining whether to grant a requested exception under paragraph (B) of this Article, HUD will consider the cumulative effect of the following factors, where applicable:
 - a. whether the exception would provide a significant cost benefit or an essential degree of expertise to the Transformation Plan that would otherwise not be available;
 - b. whether an opportunity was provided for open competitive bidding or negotiation;
 - c. whether the person affected is a member of a group or class intended to be the beneficiaries of the Transformation Plan and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - d. whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process, with respect to the specific activity in question;
 - e. whether the interest or benefit was present before the affected person was in a position as described in paragraph (A) of this Article;
 - f. whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - g. any other relevant considerations.

ARTICLE XII. Reporting Requirements

A. Quarterly Report.

1. The Grantee will submit to HUD a Quarterly Report as prescribed by HUD in accordance with the schedule established by HUD, presently 21 calendar days after the end of each quarter, with the first report due after the quarter ending September 30, 2019. In the Quarterly Report the Grantee will report at a minimum the progress of their grant, including but not limited to progress against their schedule and budget, expenditures to date, a narrative statement on their progress, progress on priority outcomes as described in the Choice Neighborhoods Implementation NOFA, progress against the priority metrics identified by HUD, and description of financing secured to date for implementation. The Grantee should also include, as appropriate, best practices and lessons learned from the date of the prior Quarterly Report. Upon expenditure of all Choice Neighborhoods grant funds, grantees must continue to report on all metrics in the Inform system, or its successor, quarterly and annually, through the first quarter of the next calendar year. After that first quarter, grantees must continue to report quarterly on certain Housing, Neighborhood, and People metrics until all housing units (replacement and non-replacement) included in the Housing Plan are complete. Upon completion of all housing units, Grantees will no longer be required to report in Inform.

2. Failure to submit to HUD a timely Quarterly Report will result in a suspension of Choice Neighborhoods Grant funds in LOCCS until such time as the report is received and approved by HUD, and/or any other default remedy authorized by Article XIV.
- B. Obligations and Expenditures. The Grantee must enter cumulative obligation and expenditure data into LOCCS by the due dates established by HUD, whether or not there has been any change in the cumulative amounts since the end of the last quarter.
- C. End of Grant Report. Grantees are required to submit an end of grant report which discusses their overall success in transforming the target neighborhood and supporting positive outcomes for residents and reproducible before and after photographs. The final report must be submitted to HUD by April 30 of the year following the September grant expenditure deadline.
- D. Program Income Reporting. Until all housing units in the Housing Plan are complete, grantees must submit an annual Program Income Report to HUD by September 30 of each year identifying all sources and uses of Program Income. Upon completion of all housing units, the Grantee will no longer be required to submit a Program Income Report; however, for the remainder of the 15-year program income period, HUD reserves the right to request an accounting of Program Income funds.
- E. Additional Information Requests. Subject to paragraph (D) of this Article, the Grantee will comply with all other reporting requirements from time to time established by HUD, in its sole discretion, in connection with the Choice Neighborhoods Program. The Grantee will:
1. fully cooperate with all reasonable information gathering requests made by HUD or contractors of HUD in the course of authorized evaluations of the Choice Neighborhoods Program; and
 2. submit a final Transformation Plan report when the Transformation Plan has been completed that details the number of units produced, the status of people outcomes, and any other metrics that HUD prescribes.
- F. Additional Requirements. The Grantee agrees to comply with all other terms and conditions HUD may establish to administer, monitor, or evaluate the Choice Neighborhoods Program in an effective and efficient manner. Notwithstanding the foregoing, however, except as provided in Article XIV, HUD hereafter will not establish any additional terms and conditions without:
1. consideration of the burden imposed on the Grantee by such conditions or requirements;
 2. consideration of the availability of less burdensome conditions or requirements; and
 3. in the case of a term or condition applicable solely to the Grantee, consulting in advance with the Grantee.

ARTICLE XIII. Technical Assistance

- A. **Site Visits.** The Grantee acknowledges and agrees that HUD, or its designees, may conduct site visits and inspections as deemed necessary by HUD based upon the Grantee's needs in implementing the Transformation Plan or the needs of the Choice Neighborhoods Program. Technical assistance site visits may be provided by HUD or its designees:
1. in response to requests from the Grantee; or
 2. based upon demonstrated needs of the Choice Neighborhoods Program; or
 3. as provided in paragraph (B) of this Article.
- B. **HUD Assessment.** HUD representatives will visit the site and make an assessment of any technical assistance and/or training that the Grantee may require for the implementation of the Transformation Plan. HUD will consult with the Grantee in determining the Grantee's specific technical assistance and training needs and will carry out subsequent on-site assessments as necessary.
- C. **Technical Assistance Provider.** If HUD determines, in its discretion, that technical assistance and/or training is necessary for the implementation of the Transformation Plan, it will assign a technical assistance provider to work with the Grantee for this purpose.
- D. **Grantee Training/Technical Assistance.** The Grantee agrees to use its best efforts to attend any training and to accept any technical assistance provided or sponsored by HUD.

ARTICLE XIV. Unsatisfactory Performance/Default

- A. In accordance with Section 24(i) of the 1937 Act, if the Grantee defaults under this grant agreement, HUD may withdraw any unobligated grant amounts and may pursue other actions as described in this Article. HUD shall redistribute any withdrawn amounts to one or more other applicants eligible for Choice Neighborhoods assistance or to one or more other entities capable of proceeding expeditiously in the same locality in carrying out the Transformation Plan of the original Grantee, subject to provisions of the appropriations law. This section applies to all Grantees regardless of their status as a government, PHA, for-profit, or other entity.
- B. **Default.** Each of the following events or occurrences, to the extent it constitutes a material breach or occurrence, may constitute a default by the Grantee under this Grant Agreement, as determined by HUD in its sole discretion:
1. use of funds provided under this Grant Agreement for any purpose, in any manner or at any time, other than as authorized by this Grant Agreement;

2. failure to comply with the Choice Neighborhoods Requirements or any other Federal, State, or local laws, regulations or requirements applicable in creating the Transformation Plan;
3. failure to make any submission under Article III, perform any obligation, or otherwise fail to proceed in a manner consistent with the Transformation Plan, (including, without limitation, failure to accomplish an activity by the date specified in the Program Schedule);
4. any material misrepresentation in any of the required submissions, including, without limit, any misrepresentations in any of the submissions required by Article III(B); or
5. failure to comply with, or any material breach of, any other requirements, conditions or terms of this Grant Agreement.

C. Notice of Default and Action(s) to Cure.

1. General. HUD will give the Grantee written notice of any default. The notice will give the Grantee the opportunity to cure such default within 30 days of the date of the notice, or to demonstrate within this time period, by submitting substantial evidence satisfactory to HUD, that it is not in default. If the default is not able to be cured within the 30-day period, the Grantee will demonstrate, to HUD's satisfaction, that the Grantee has taken actions necessary to cure the default and that the default is curable within 90 days from the date of the default notice. Additionally, the Grantee must agree to carry out such cure diligently and to complete the cure within the 90-day period.
2. Immediate Default. Notwithstanding the provisions of paragraph (C)(1) of this Article, HUD in its sole discretion may place the Grantee into immediate default for not being in compliance with its Program Schedule or for non-compliance with Choice Neighborhoods requirements once written notification of default has been provided to the Grantee. At that time, HUD may immediately begin imposing consequences of default, including specifically the suspension of draws of the Choice Neighborhoods grant.
3. Imminent Threat. Notwithstanding the provisions of subparagraph (C)(1) of this Article concerning the opportunity to cure defaults, if HUD reasonably determines that there is an imminent threat that the Grantee will expend additional Choice Neighborhoods Grant funds in violation of the provisions of this Grant Agreement, HUD may implement the remedial action provided for under subparagraph (C)(4)(i) of this Article to prevent any such unauthorized expenditure until such time as the Grantee has complied with the cure provisions set forth above. HUD will implement such remedial action by written notice set forth either in the notice of default given under paragraph (C)(1) of this Article or by subsequent written notice to the Grantee. An imminent threat is not an immediate default.
4. Consequences of Default. If the Grantee fails to cure all defaults specified in the notice of default within the time periods set forth in paragraph (C)(1) of this Article, or fails to

diligently pursue or complete any cure as provided in paragraph (C)(1), HUD may take any of the following remedial actions, upon written notice to the Grantee:

- a. requiring a Grantee in default to provide evidence to HUD of acceptable performance over such period of time as specified by HUD and to obtain written approval from HUD to proceed to the next phase of activities;
 - b. requiring additional, more detailed financial reports;
 - c. requiring additional project monitoring;
 - d. requiring the Grantee (or subgrantee) to obtain technical or management assistance;
 - e. establishing additional prior approvals;
 - f. require the Grantee, within a time period established by HUD, to prepare a revised Program Schedule, obtain HUD's approval thereto, and follow such revised Program Schedule to complete the activities under the Grant Agreement;
 - g. require the Grantee, within a time period established by HUD, to revise any activity under the Grant Agreement in order to successfully complete the activities under the Grant Agreement in a manner satisfactory to HUD, including, without limitation, exclusion or revision of affected activities, revision of the Choice Neighborhoods Budget as necessary, and substitution of other eligible activities;
 - h. require submission of additional documentation before any additional request for funds will be approved;
 - i. temporarily suspend the Grantee's authority to draw down Choice Neighborhoods Grant funds for affected activities, or at HUD's sole discretion for all activities, pending action to cure the defaults;
 - j. disallow use of Choice Neighborhoods Grant funds for all or part of the cost of the activity or action not in compliance;
 - k. recover amounts determined by HUD to have been improperly expended, including any property obtained by the Grantee with such grant funds;
 - l. require reimbursement by the Grantee for Choice Neighborhoods Grant funds determined by HUD to have been improperly expended;
 - m. make arrangements satisfactory to HUD, in its sole discretion, for use of an entity other than the Grantee to carry out activities assisted under the Grant Agreement, including requiring the Grantee to assign any outstanding contracts obligating grant funds to another entity.
5. Additional Enforcement Actions. If HUD determines that the remedial actions taken by HUD under paragraph (C)(4) of this Article have not been effective in curing the default, or if the Grantee has not complied with the requirements imposed by HUD under paragraph (C)(4) and has not otherwise cured the default, or if HUD exercises its discretion under subparagraph (C)(2) of this Article to institute any of the following actions, HUD may take any of the following remedial or enforcement actions (in addition to any of the remedies permitted under paragraph (C) of this Article upon written notice to the Grantee):
- a. reduce the Choice Neighborhoods Grant in the amount affected by the default;
 - b. terminate the Choice Neighborhoods Grant as to all further activities and initiate closeout procedures;
 - c. recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.

- i. If the basis for the Grantee's default is its failure to comply with the reasonable time periods established by HUD under Article III(D), HUD shall, in accordance with section 24(i) of the 1937 Act, and unless otherwise approved by HUD under paragraph (C)(3) of this Article, recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.
 - ii. If the Grantee fails to comply with the reasonable time periods established in Article III(D), HUD may take into account whether factors beyond the Grantee's control are the cause of the delay.
 - d. take action against the Grantee under 24 CFR part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards; and
 - e. take any other available legal or equitable remedial action, including, but not limited to, any remedial actions available under a PHA's ACC and/or premised on HUD's interest in the housing development established in the relevant Declaration of Trust or Declaration of Restrictive Covenants or housing assistance contract, as applicable.
6. Delinquent Federal Debts. Consistent with the purposes and intent of 31 U.S.C. 3720B and 28 U.S.C. 3201(e), Grantees with an outstanding federal debt must provide to HUD a negotiated repayment schedule which is not delinquent or have made other arrangements satisfactory to HUD. If arrangements satisfactory to HUD cannot be completed within 90 days of notification of selection, HUD will not make an award of funds to the Grantee, but offer the award to the next eligible Grantee. Applicants selected for funding, or awarded funds, must report to HUD changes in status of current agreements covering federal debt. If a previously agreed-upon payment schedule has not been adhered to or a new agreement with the federal agency to which the debt is owed has not been signed, the Grantee will be considered to be in default under this Agreement.

ARTICLE XV. Project Close-Out

- A. Termination of Disbursements Letter. Within 90 days after completion of all grant funded activities, the Grantee will initiate close-out, in accordance with procedures established by HUD, by submitting a Termination of Disbursements letter, which states that:
 1. The Grantee has completed all activities to be performed using Choice Neighborhoods Implementation Grant funds.
 2. All requirements of the Grant Agreement have been met.
 3. All obligated Choice Neighborhoods grant funds have been disbursed; and
 4. The Grantee will abide by any continuing Federal requirements;

At HUD's option, the Grantee may delay initiation of close-out until the resolution of any HUD monitoring findings. If HUD exercises this option, the Grantee must promptly resolve the findings.

B. Preliminary Closeout Materials. The Grantee must submit the following Preliminary Close-Out Materials along with the Termination of Disbursements Letter:

1. Final Choice Neighborhoods Budget;
2. Actual Choice Neighborhoods Cost Certificate (Cost Certificate) (Form HUD-50163), which summarizes the information on the Financial Status Report and serves as the document that officially closes out the grant.
3. Program Income Plan. A Plan for the use of Program Income funds, which indicates the anticipated sources and uses of Program Income, must be submitted. Following close-out, Grantees must comply with the conditions of the Program Income Plan for a period of 15 years from the final approval date on the ACNCC. Funds from each source of Program Income must be tracked separately. Funds must be deposited in an interest-bearing account in an FDIC insured institution. During the 15-year period, no more than 10% of Program Income may be used for administrative purposes.
4. Supportive Services Sustainability Plan. Grantees must submit a Supportive Services Sustainability Plan, which discusses how supportive services for residents will be maintained after all Choice Neighborhoods funds have been expended. While HUD does not have a required format, see Attachment 2 for elements which should be addressed. Grantees who already have a HUD-approved Endowment Trust Plan do not need to submit a Supportive Services Sustainability Plan, unless additional information is requested by HUD.
5. Housing Plan and Schedule. Grantees must submit a brief narrative describing the status of their Housing Plan, including progress on the grantee's one-for-one unit or bedroom replacement requirement, as well as non-replacement units. The submission should include a chart which reflects the unit count and composition by phase.

C. HUD Review of Preliminary Close-Out Materials. HUD will review Preliminary Close-Out Materials to confirm that:

1. The amounts on the final Choice Neighborhoods Budget and Cost Certificate agree as to funds approved, obligated and expended.
2. The amount of funds approved and disbursed on the Cost Certificate agrees with HUD records in LOCCS.
3. If HUD disbursed more funds that the Grantee expended, the Grantee will immediately remit to HUD the excess funds, without waiting for completion of the final audit.
4. The Program Income Plan provides the requested information and complies with Program Income requirements of the Grant Agreement.

5. The Sustainability Plan provides the requested information and demonstrates a sound strategy for continuing to provide needed supportive services to residents.
 6. The Housing Plan and Schedule provides the requested information and demonstrates that the Grantee will be able to complete its housing obligations.
- D. Final Audit. Following HUD approval of the Preliminary Close-Out Materials, Grantees that are not for-profit entities must conduct a final audit of the Implementation Grant in accordance with the requirements of 2 CFR Part 200, Subpart F and forward the audit to HUD for approval. For-Profit Grantees must conduct a final audit of the Implementation Grant in accordance with 2 CFR 200.501(h) and forward the audit to HUD for approval.
- E. Cost Certificate. Upon receipt of the final audit, the designated HUD official will execute the Cost Certificate once HUD determines to its satisfaction that:
1. the expenditure of funds provided under this Grant Agreement was allowable and reasonable, as determined by the final audit;
 2. the activities to be completed using Choice Neighborhoods Grant funds were completed, as required by the Grant Agreement; and
 3. all Federal requirements were satisfied.
- F. Final Close-Out. Following execution of the Cost Certificate, any funds remaining in the Implementation Grant will be recaptured by HUD. A Post-Audit Date will be entered into LOCCS and the grant will be closed.
- G. Close-Out Procedures on the Choice Neighborhoods website. Grantees must follow the detailed Close-Out Procedures for the Choice Neighborhoods program, as posted to the Choice Neighborhoods website, including procedures for the Final Choice Neighborhoods Close-Out Approval.

ARTICLE XVI. Grant Award Date

The Grant Award Date is May 13, 2019. Except for Quarterly Reports, which are due according to the dates in Article XII, all deliverables in the Grant Agreement are based on the Grant Award Date.

ARTICLE XVII. Funding Obligation Date, Date of Funding Availability and Effective Date

The date of obligation of the funding to the Grantee under this Grant Agreement is the date HUD signed the form HUD-1044. The effective date of the Grant Agreement and date of fund

availability is the date that HUD signs the signature page of the Grant Agreement (See Article XIX).

ARTICLE XVIII. Points of Contact

Any correspondence related to this Grant Agreement should be directed to the following points of contact for HUD, the Lead Grantee, and any other Grantees:

For the U.S. Department of Housing and Urban Development:

Robert Mulderig
Acting Deputy Assistant Secretary, Office of Public Housing Investments
U.S. Department of Housing and Urban Development
451 7th Street, SW Room 4130
Washington, DC 20410

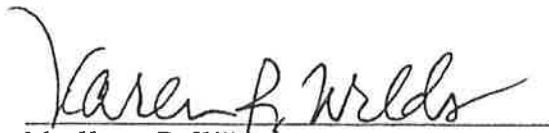
For the Lead Grantee:

Ms. Karen R. Wilds
Executive Director
Newport News Redevelopment and Housing Authority
P.O. Box 797
Newport News, VA 23607

For the Co- Grantee:

Ms. Cynthia D. Rohlf
City Manager
City of Newport News
2400 Washington Avenue
10th Floor, City Hall
Newport News, VA 23607

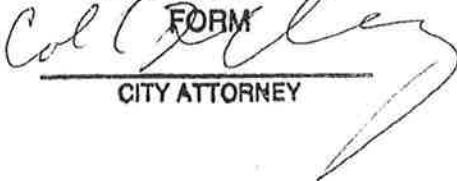
Article XIX. Signature Page



Ms. Karen R. Wilds
Executive Director
Newport News Redevelopment and Housing Authority



Ms. Cynthia D. Rohlf
City Manager
City of Newport News

APPROVED AS TO
FORM

CITY ATTORNEY



Dominique Blom
General Deputy Assistant Secretary
Office of Public and Indian Housing
U.S. Department of Housing and Urban Development

6/27/19
Date

Appendix A

Additional statutory, regulatory, and other requirements with which Grantee must comply as applicable include:

1. Fair Housing Certifications, as the same maybe amended from time to time, and any additional Fair Housing requirements that may become applicable:
 - A. the Fair Housing Act (42 U.S.C. §§ 3601-19) and regulations pursuant thereto 24 CFR part 100;
 - B. Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR part 107);
 - C. the fair housing poster regulations (24 CFR part 110) and advertising guidelines (24 CFR part 108);
 - D. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and regulations pursuant thereto (24 CFR part 1) relating to nondiscrimination in housing;
 - E. the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 CFR part 146);
 - F. the prohibitions against discrimination on the basis of disability, including requirements that the Grantee make reasonable modifications and accommodations and make units accessible, under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and regulations issued pursuant thereto (24 CFR part 8);
 - G. the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and its implementing regulation at 28 CFR part 36;
 - H. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto (24 CFR part 40);
 - I. Accessible Technology. The Rehabilitation Act Amendments of 1998 apply to all electronic information technology (EIT) used by a Grantee for transmitting, receiving, using, or storing information to carry out the responsibilities of any Federal grant awarded. It includes, but is not limited to, computers (hardware, software, word processing, email and web pages) facsimile machines, copiers and telephones. When developing, procuring, maintaining or using EIT, grantees must ensure that the EIT allows:
 - (1) Employees with disabilities to have access to and use information and data that is comparable to the access and use of data by employees who do not have disabilities; and
 - (2) Members of the public with disabilities seeking information or service from a grantee must have access to and use of information and data and comparable to the access and use of data by members of the public who do not have disabilities. If these standards impose on a grantee, they may provide an alternative means to allow the individual to use the information and data. No grantee will be required to provide information services to a person with disabilities at any location other than the location at which the information services are generally provided.

2. Finance and Accounting

- A. **Commingling of Grant Funds.** The Grantee agrees that, in its recordkeeping, it will not commingle Choice Neighborhoods Grant funds with funds from any other sources including, but not limited to, other HUD program funds or funds from other Federal, State or local government agencies. (Such other funds may be used to carry out the Transformation Plan, so long as they are not commingled in the Grantee's recordkeeping.)
- B. **Duplication of Funding.** The Grantee will ensure that Choice Neighborhoods Grant funds are not used to duplicate work that is funded with any other HUD funds, funds from any other Federal program, or from any other funding source identified under the Transformation Plan, and will establish controls to assure non-duplication of funding.

3. Suspension and Debarment. Grantees must comply with 2 CFR 200.213.

4. Recordkeeping

- A. **Recordkeeping Authorities.** The Grantee will comply with and be subject to all Federal recordkeeping requirements, including, but not limited to 2 CFR 200.333.
- B. **Recordkeeping Requirements.** Grantees must retain records in accordance with the requirements of paragraph (A) above, including, but not limited to:
 - (1) the amount and disbursement of funds received under this Choice Neighborhoods Grant, including sufficient records that document the reasonableness and necessity of each expenditure;
 - (2) the amount and nature of any other assistance, including cash, services, or other items contributed to assist in the development of the Transformation Plan or contributed as a condition of receiving this Choice Neighborhoods Grant; and
 - (3) any other proceeds received for, or otherwise used in connection with, the Transformation Plan.
- C. **Access to Records.** For the purpose of audit, examination, monitoring, and evaluation, the Grantee will give HUD (including any duly authorized representatives and the Inspector General) access, and will ensure that any participating party will give HUD such access, to any books, documents, papers, and records of the Grantee, or such participating party, that are pertinent to assistance received under this Choice Neighborhoods Grant or under the Transformation Plan, including all records required to be kept by paragraph (B) above.

5. Reporting

- A. **Compliance with the Federal Funding Accountability and Transparency Act of 2006** (Pub. L. 109-282) (Transparency Act), as amended. Please refer to www.fsrc.gov for complete information on requirements under the Transparency Act and OMB guidance.
- B. **Compliance with Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009** (Public Law 110-417), hereafter referred to as "Section 872." OMB is in the process of issuing regulations regarding federal agency implementation of section 872 requirements.

R

Documentation of
Operating Budget
and Utility Allowance



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R



March 3, 2021

Sherif Ismail
Pennrose, LLC
575 S. Charles Street
Baltimore, MD 21201

VIA EMAIL

Re: Ridley Place – 9% Portion
Estimated Utility Allowance Calculation *Revised*

Mr. Ismail,

Innova Building Advisors, LLC (“Innova”) is pleased to submit the attached estimated utility allowance calculation for each unit type for the proposed new construction project known as Ridley Place (9% portion), Newport News, VA 23607.

The following analysis was prepared in accordance with the Virginia Housing Development Authority (VHDA) Utility Allowance Options and Procedures using the U.S. Department of Housing and Urban Development Utility Schedule Model (HUSM).

The attached analysis is composed of four sections: (1) Executive Summary, including compliance statement regarding methodology and itemization of the documents used to construct the models; (2) HUD Utility Schedule Model Projected Family Allowances; (3) HUD Utility Schedule Model Inputs; and (4) Utility Rate Assumptions.

Please do not hesitate to contact the undersigned with any questions or concerns.

Thank you,

Adam Blackburn
Vice President and Principal
Innova Building Advisors, LLC

1. Executive Summary

Innova completed a HUD Utility Schedule Model (HUSM) based on our understanding that the building will be regulated by the Department of Housing and Urban Development (HUD) and receive project-based rental assistance. As such, the utility allowance projected by the model shall apply to all units.

The HUSM itemizes Projected Family Allowances for 0-5 Bedroom units. As the project consists of a mixture of mid-rise and townhouse units which will experience different utility rates and configurations, modeled results have been separated accordingly.

The modeled allowances are based on an all-electric building strategy where all mid-rise units are provided with individual electric storage tank water heaters, individual ducted heat pumps for space conditioning, and electric ranges. It is assumed that all utilities will be individually metered. It is assumed that the building will contain one 3" central water meter and that dwelling units will be individually sub-metered. It is assumed that residents will not pay sewer fees in either the mid-rise or the townhomes. Common area energy consumption is not contemplated in either model. Residential rates are assumed.

The estimates are based on current utility rates obtained from Dominion Energy for electric service and Newport News Waterworks for domestic water and sewer. Such rates are described in Section 4, Utility Rate Assumptions.

Projected monthly utility costs are provided in the table on the following page for all units and are intended to serve as utility allowance estimates for use in establishing affordable housing development rents.

The utility costs summarized herein are based on the projected conditions and systems in the units following the proposed new construction project; accordingly, historical billing data is excluded from this report.

[this section intentionally left blank]

2. HUD Utility Schedule Model Projected Family Allowances

2.1. Consolidated Format Tables

Block A - Elevator Building									
Utility	Type of Service (gas, elec., etc.)	To Be Paid by: Owner/Tenant		Monthly Allowance per Unit Size					
				0	1	2	3	4	5
Space Heating	Electric		x		\$ 16	\$ 18	\$ 20		
Cooking	Electric		x		\$ 4	\$ 6	\$ 8		
Other Electric (Plug loads/Lights)	Electric		x		\$ 17	\$ 23	\$ 30		
Air Conditioning	Electric		x		\$ 8	\$ 11	\$ 14		
Water Heating	Electric		x		\$ 11	\$ 13	\$ 16		
Domestic Water	Water		x		\$ 20	\$ 42	\$ 76		
Sewer			x						
		Totals	0	0	\$ 76	115	165	0	0

Block B - Townhomes									
Utility	Type of Service (gas, elec., etc.)	To Be Paid by: Owner/Tenant		Monthly Allowance per Unit Size					
				0	1	2	3	4	5
Space Heating	Electric		x		\$ 16	\$ 18	\$ 20	\$ 21	
Cooking	Electric		x		\$ 4	\$ 6	\$ 8	\$ 10	
Other Electric (Plug loads/Lights)	Electric		x		\$ 17	\$ 23	\$ 30	\$ 37	
Air Conditioning	Electric		x		\$ 8	\$ 11	\$ 14	\$ 18	
Water Heating	Electric		x		\$ 11	\$ 13	\$ 16	\$ 19	
Domestic Water	Water		x		\$ 29	\$ 52	\$ 86	\$119	
Sewer	Sewer		x						
		Totals		0	86	125	175	224	0

2.2. HUSM Allowance Schedules



Office of Policy Development and Research (PD&R)
 U.S. Department of Housing and Urban Development
 Secretary Ben Carson



Allowances for Tenant-Furnished Utilities and Other Services

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

Locality ZIP23605 - Newport News, VA		Green Discount Green Retrofit	Unit Type Larger Apartment Building (5+ units)				Date 03/01/2021
Utility/Service		Monthly Dollar Allowances					
Utility/Service	Utility/Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric Resistance	\$10	\$11	\$15	\$18	\$20	\$22
	Electric Heat Pump	\$15	\$16	\$18	\$20	\$21	\$21
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$4	\$4	\$6	\$8	\$10	\$12
	Other	n/a	n/a	n/a	n/a	n/a	n/a
Other Electric		\$14	\$17	\$23	\$30	\$37	\$43
Air Conditioning		\$7	\$8	\$11	\$14	\$18	\$21
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$9	\$11	\$13	\$16	\$19	\$22
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Water		\$18	\$20	\$42	\$76	\$110	\$144
Sewer		n/a	n/a	n/a	n/a	n/a	n/a
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a
Other – specify		n/a	n/a	n/a	n/a	n/a	n/a
Projected Family Allowances (To be used to compute specific family allowances)	Utility/Service			Cost/Month			
	Space Heating	Electric Heat Pump		\$16			
Family Name	Cooking	Electric		\$4			
	Other Electric	Electric		\$17			
	Air Conditioning	Electric		\$8			
Unit Address	Water Heating	Electric		\$11			
	Water	Tenant pays		\$20			
	Sewer	Not applicable		\$0			
	Trash Collection	Not applicable		\$0			
Number of Bedrooms	Range/Microwave	Not applicable		\$0			
1	Refrigerator	Tenant pays		\$0			
	Other	Not applicable		\$0			
	Total			\$76			



Office of Policy Development and Research (PD&R)
U.S. Department of Housing and Urban Development
Secretary Ben Carson



Allowances for Tenant-Furnished Utilities and Other Services

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

Locality		Green Discount	Unit Type		Date		
ZIP23605 - Newport News, VA		Green Retrofit	Larger Apartment Building (5+ units)		03/01/2021		
Utility/Service		Monthly Dollar Allowances					
Utility/Service	Utility/Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric Resistance	\$10	\$11	\$15	\$18	\$20	\$22
	Electric Heat Pump	\$15	\$16	\$18	\$20	\$21	\$21
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$4	\$4	\$6	\$8	\$10	\$12
	Other	n/a	n/a	n/a	n/a	n/a	n/a
Other Electric		\$14	\$17	\$23	\$30	\$37	\$43
Air Conditioning		\$7	\$8	\$11	\$14	\$18	\$21
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$9	\$11	\$13	\$16	\$19	\$22
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Water		\$18	\$20	\$42	\$76	\$110	\$144
Sewer		n/a	n/a	n/a	n/a	n/a	n/a
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a
Other – specify		n/a	n/a	n/a	n/a	n/a	n/a
Projected Family Allowances (To be used to compute specific family allowances)	Utility/Service			Cost/Month			
	Space Heating	Electric Heat Pump		\$18			
Family Name	Cooking	Electric		\$6			
	Other Electric	Electric		\$23			
	Air Conditioning	Electric		\$11			
Unit Address	Water Heating	Electric		\$13			
	Water	Tenant pays		\$42			
	Sewer	Not applicable		\$0			
	Trash Collection	Not applicable		\$0			
Number of Bedrooms	Range/Microwave	Not applicable		\$0			
2	Refrigerator	Tenant pays		\$0			
	Other	Not applicable		\$0			
	Total			\$115			



Office of Policy Development and Research (PD&R)
U.S. Department of Housing and Urban Development
Secretary Ben Carson



Allowances for Tenant-Furnished Utilities and Other Services

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

Locality		Green Discount	Unit Type		Date		
ZIP23605 - Newport News, VA		Green Retrofit	Larger Apartment Building (5+ units)		03/01/2021		
Utility/Service		Monthly Dollar Allowances					
Utility/Service	Utility/Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric Resistance	\$10	\$11	\$15	\$18	\$20	\$22
	Electric Heat Pump	\$15	\$16	\$18	\$20	\$21	\$21
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$4	\$4	\$6	\$8	\$10	\$12
	Other	n/a	n/a	n/a	n/a	n/a	n/a
Other Electric		\$14	\$17	\$23	\$30	\$37	\$43
Air Conditioning		\$7	\$8	\$11	\$14	\$18	\$21
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$9	\$11	\$13	\$16	\$19	\$22
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Water		\$18	\$20	\$42	\$76	\$110	\$144
Sewer		n/a	n/a	n/a	n/a	n/a	n/a
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a
Other – specify		n/a	n/a	n/a	n/a	n/a	n/a
Projected Family Allowances (To be used to compute specific family allowances)	Utility/Service			Cost/Month			
	Space Heating	Electric Heat Pump		\$20			
Family Name	Cooking	Electric		\$8			
	Other Electric	Electric		\$30			
	Air Conditioning	Electric		\$14			
Unit Address	Water Heating	Electric		\$16			
	Water	Tenant pays		\$76			
	Sewer	Not applicable		\$0			
	Trash Collection	Not applicable		\$0			
Number of Bedrooms	Range/Microwave	Not applicable		\$0			
3	Refrigerator	Tenant pays		\$0			
	Other	Not applicable		\$0			
	Total			\$165			



Office of Policy Development and Research (PD&R)
U.S. Department of Housing and Urban Development
Secretary Ben Carson



Allowances for Tenant-Furnished Utilities and Other Services

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

Locality		Green Discount	Unit Type		Date		
ZIP23605 - Newport News, VA		Green Retrofit	Larger Apartment Building (5+ units)		03/03/2021		
Utility/Service		Monthly Dollar Allowances					
Utility/Service	Utility/Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric Resistance	\$10	\$11	\$15	\$18	\$20	\$22
	Electric Heat Pump	\$15	\$16	\$18	\$20	\$21	\$21
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$4	\$4	\$6	\$8	\$10	\$12
	Other	n/a	n/a	n/a	n/a	n/a	n/a
Other Electric		\$14	\$17	\$23	\$30	\$37	\$43
Air Conditioning		\$7	\$8	\$11	\$14	\$18	\$21
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$9	\$11	\$13	\$16	\$19	\$22
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Water		\$27	\$29	\$52	\$86	\$119	\$153
Sewer		n/a	n/a	n/a	n/a	n/a	n/a
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a
Other – specify		n/a	n/a	n/a	n/a	n/a	n/a
Projected Family Allowances (To be used to compute specific family allowances)	Utility/Service			Cost/Month			
	Space Heating	Electric Heat Pump		\$16			
Family Name	Cooking	Electric		\$4			
	Other Electric	Electric		\$17			
	Air Conditioning	Electric		\$8			
Unit Address	Water Heating	Electric		\$11			
	Water	Tenant pays		\$29			
	Sewer	Not applicable		\$0			
	Trash Collection	Not applicable		\$0			
Number of Bedrooms	Range/Microwave	Tenant pays		\$0			
1	Refrigerator	Tenant pays		\$0			
	Other	Not applicable		\$0			
	Total			\$86			



Office of Policy Development and Research (PD&R)
U.S. Department of Housing and Urban Development
Secretary Ben Carson



Allowances for Tenant-Furnished Utilities and Other Services

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

Locality		Green Discount	Unit Type		Date		
ZIP23605 - Newport News, VA		Green Retrofit	Larger Apartment Building (5+ units)		03/03/2021		
Utility/Service		Monthly Dollar Allowances					
Utility/Service	Utility/Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric Resistance	\$10	\$11	\$15	\$18	\$20	\$22
	Electric Heat Pump	\$15	\$16	\$18	\$20	\$21	\$21
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$4	\$4	\$6	\$8	\$10	\$12
	Other	n/a	n/a	n/a	n/a	n/a	n/a
Other Electric		\$14	\$17	\$23	\$30	\$37	\$43
Air Conditioning		\$7	\$8	\$11	\$14	\$18	\$21
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$9	\$11	\$13	\$16	\$19	\$22
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Water		\$27	\$29	\$52	\$86	\$119	\$153
Sewer		n/a	n/a	n/a	n/a	n/a	n/a
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a
Other – specify		n/a	n/a	n/a	n/a	n/a	n/a
Projected Family Allowances (To be used to compute specific family allowances)		Utility/Service		Cost/Month			
		Space Heating		Electric Heat Pump		\$18	
Family Name		Cooking		Electric		\$6	
		Other Electric		Electric		\$23	
		Air Conditioning		Electric		\$11	
Unit Address		Water Heating		Electric		\$13	
		Water		Tenant pays		\$52	
		Sewer		Not applicable		\$0	
		Trash Collection		Not applicable		\$0	
Number of Bedrooms		Range/Microwave		Tenant pays		\$0	
2		Refrigerator		Tenant pays		\$0	
		Other		Not applicable		\$0	
		Total				\$125	



Office of Policy Development and Research (PD&R)
U.S. Department of Housing and Urban Development
Secretary Ben Carson



Allowances for Tenant-Furnished Utilities and Other Services

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

Locality		Green Discount	Unit Type		Date		
ZIP23605 - Newport News, VA		Green Retrofit	Larger Apartment Building (5+ units)		03/03/2021		
Utility/Service		Monthly Dollar Allowances					
Utility/Service	Utility/Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric Resistance	\$10	\$11	\$15	\$18	\$20	\$22
	Electric Heat Pump	\$15	\$16	\$18	\$20	\$21	\$21
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$4	\$4	\$6	\$8	\$10	\$12
	Other	n/a	n/a	n/a	n/a	n/a	n/a
Other Electric		\$14	\$17	\$23	\$30	\$37	\$43
Air Conditioning		\$7	\$8	\$11	\$14	\$18	\$21
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$9	\$11	\$13	\$16	\$19	\$22
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Water		\$27	\$29	\$52	\$86	\$119	\$153
Sewer		n/a	n/a	n/a	n/a	n/a	n/a
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a
Other – specify		n/a	n/a	n/a	n/a	n/a	n/a
Projected Family Allowances (To be used to compute specific family allowances)		Utility/Service		Cost/Month			
		Space Heating		Electric Heat Pump		\$20	
Family Name		Cooking		Electric		\$8	
		Other Electric		Electric		\$30	
		Air Conditioning		Electric		\$14	
Unit Address		Water Heating		Electric		\$16	
		Water		Tenant pays		\$86	
		Sewer		Not applicable		\$0	
		Trash Collection		Not applicable		\$0	
Number of Bedrooms		Range/Microwave		Tenant pays		\$0	
3		Refrigerator		Tenant pays		\$0	
		Other		Not applicable		\$0	
		Total				\$175	



Office of Policy Development and Research (PD&R)
U.S. Department of Housing and Urban Development
Secretary Ben Carson



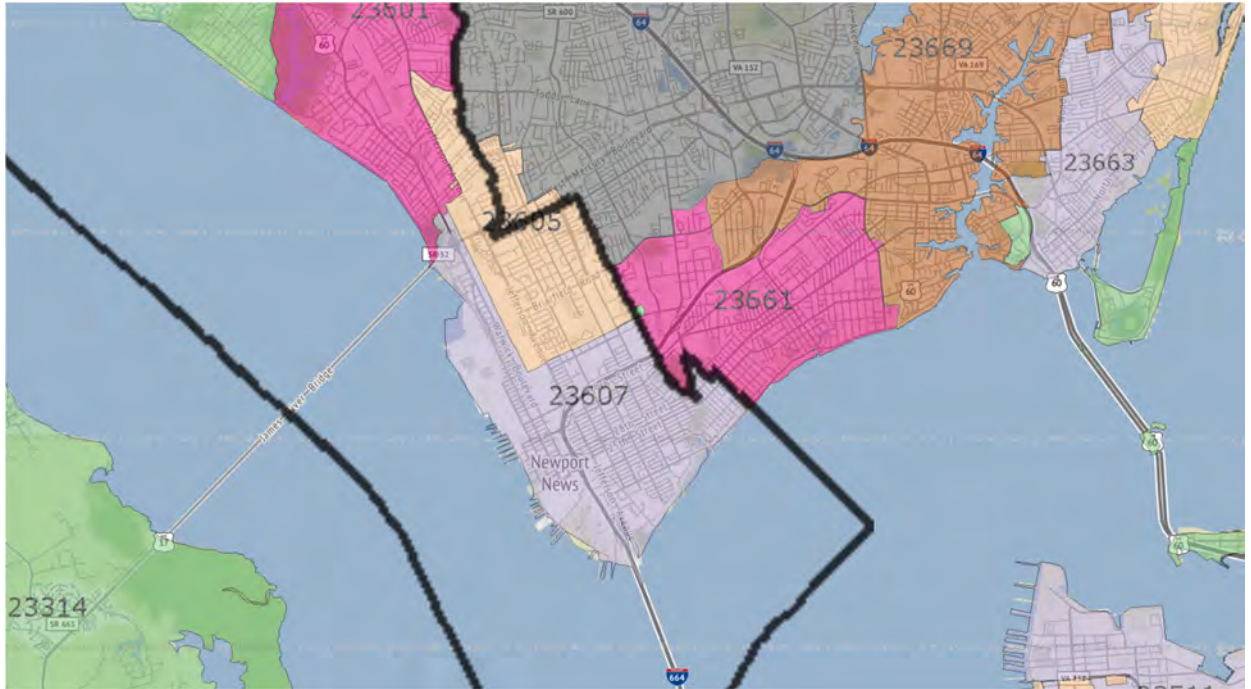
Allowances for Tenant-Furnished Utilities and Other Services

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

Locality ZIP23605 - Newport News, VA		Green Discount Green Retrofit	Unit Type Larger Apartment Building (5+ units)				Date 03/03/2021
Utility/Service		Monthly Dollar Allowances					
Utility/Service	Utility/Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric Resistance	\$10	\$11	\$15	\$18	\$20	\$22
	Electric Heat Pump	\$15	\$16	\$18	\$20	\$21	\$21
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$4	\$4	\$6	\$8	\$10	\$12
	Other	n/a	n/a	n/a	n/a	n/a	n/a
Other Electric		\$14	\$17	\$23	\$30	\$37	\$43
Air Conditioning		\$7	\$8	\$11	\$14	\$18	\$21
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$9	\$11	\$13	\$16	\$19	\$22
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Water		\$27	\$29	\$52	\$86	\$119	\$153
Sewer		n/a	n/a	n/a	n/a	n/a	n/a
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a
Other – specify		n/a	n/a	n/a	n/a	n/a	n/a
Projected Family Allowances (To be used to compute specific family allowances)	Utility/Service			Cost/Month			
	Space Heating	Electric Heat Pump		\$21			
Family Name	Cooking	Electric		\$10			
	Other Electric	Electric		\$37			
	Air Conditioning	Electric		\$18			
Unit Address	Water Heating	Electric		\$19			
	Water	Tenant pays		\$119			
	Sewer	Not applicable		\$0			
	Trash Collection	Not applicable		\$0			
Number of Bedrooms	Range/Microwave	Tenant pays		\$0			
4	Refrigerator	Tenant pays		\$0			
	Other	Not applicable		\$0			
	Total			\$224			

3. HUD Utility Schedule Model Inputs

3.1. The following page is a screenshot of the climate, building, unit, and utility data entered into the model. Note that zip code 23605 was input into the model to provide the climate data set as it was the nearest available zip code to the site. See map below.





Office of Policy Development and Research (PD&R)
U.S. Department of Housing and Urban Development
Secretary Ben Carson



HUD Utility Schedule Model (HUSM)
U.S. Department of Housing and Urban Development
Allowances Model for Tenant-Furnished Utilities and Other Services
(Based on Form 52667)

[Preview Allowance Schedule](#) [Projected Family Allowances](#)

Location

Search for PHA or ZIP ?
Selected PHA or ZIP
Form Date
Climate Data (Degree Days) [Show Details](#)

Unit Information

Unit Type Energy Savings Design
Bedrooms None
Electric Tariff Energy Star Certification?
Include A/C Allowance Yes No LEED Certification ?
 Significant Green Retrofit?

Search for a locality by entering part of the PHA name, city name or zip code* (e.g. "Atl" or "402"). Note that search results will be displayed after 3 or more characters have been entered.

* If a zip code is unavailable, choose the adjacent zip code.

Choose [Energy Star Certification](#), which represents 18% in energy savings, if the residence being estimated meets the Environmental Protection Agency (EPA) standard as an Energy Star property.

Choose [LEED Certification](#), a 25% energy reduction, if the property meets the LEED standards according to the [U.S. Green Building Council](#) (USGBC).

Choose Significant Green Retrofit, signifying an 18% impact on energy efficiency, if the building has had an energy saving rehabilitation to any of the following systems in the last 5 years: 1.Heating 2. Cooling 3. Lighting 4. DHW systems 5. Appliances 6. Building envelope 7. Water measures 8. On-site generation.

Actual Allowance

Space Heating Sewer
Cooking Trash Collection
Other Electric Range/Microwave
Air Conditioning Refrigerator
Water Heating Other
Water

Standard Electric Utility Tariff

Utility Name	Previous Utility Name <input type="text"/>	Current Utility Name <input type="text" value="Dominion"/>
Rate Name	Rate Name <input type="text"/>	Rate Name <input type="text" value="Schedule 1 Residential"/>
Effective Date	Effective Date <input type="text" value="MM/DD/YYYY"/>	Effective Date <input type="text" value="01/29/2021"/>
First Month of Summer	First Month of Summer <input type="text" value="January"/>	First Month of Summer <input type="text" value="June"/> <small>Select January if rate is not seasonal</small>
Last Month of Summer	Last Month of Summer <input type="text" value="December"/>	Last Month of Summer <input type="text" value="September"/> <small>Select December if rate is not seasonal</small>
Monthly Charge	Monthly Charge <input type="text"/>	Monthly Charge <input type="text" value="6.58"/> \$/month
Floor	Floor <input type="checkbox"/> <input type="text"/>	
Ceiling	Ceiling <input type="checkbox"/> <input type="text"/>	
Summer		
Size of First Block	Size of First Block <input type="text" value="remainder"/>	Size of First Block <input type="text" value="800"/> kWh
Size of Second Block	Size of Second Block <input type="text"/>	Size of Second Block <input type="text" value="remainder"/> kWh
Size of Third Block	Size of Third Block <input type="text"/>	Size of Third Block <input type="text"/> kWh
Size of Fourth Block	Size of Fourth Block <input type="text"/>	Size of Fourth Block <input type="text"/> kWh
Cost of First Block	Cost of First Block <input type="text" value="n/a"/>	Cost of First Block <input type="text" value="11340"/> \$/kWh
Cost of Second Block	Cost of Second Block <input type="text"/>	Cost of Second Block <input type="text" value="12293"/> \$/kWh
Cost of Third Block	Cost of Third Block <input type="text"/>	Cost of Third Block <input type="text" value="n/a"/> \$/kWh
Cost of Fourth Block	Cost of Fourth Block <input type="text"/>	Cost of Fourth Block <input type="text"/> \$/kWh
Winter		
Size of First Block	Size of First Block <input type="text" value="remainder"/>	Size of First Block <input type="text" value="800"/> kWh
Size of Second Block	Size of Second Block <input type="text"/>	Size of Second Block <input type="text" value="remainder"/> kWh
Size of Third Block	Size of Third Block <input type="text"/>	Size of Third Block <input type="text"/> kWh
Size of Fourth Block	Size of Fourth Block <input type="text"/>	Size of Fourth Block <input type="text"/> kWh

Cost of First Block	Cost of First Block <input type="text" value="n/a"/>	Cost of First Block <input type="text" value=".11340"/>	\$/kWh
Cost of Second Block	Cost of Second Block <input type="text"/>	Cost of Second Block <input type="text" value=".09606"/>	\$/kWh
Cost of Third Block	Cost of Third Block <input type="text"/>	Cost of Second Block <input type="text" value="n/a"/>	\$/kWh
Cost of Fourth Block	Cost of Fourth Block <input type="text"/>	Cost of Fourth Block <input type="text"/>	\$/kWh
Extra Charges	Extra Charges <input type="text"/>	Extra Charges <input type="text"/>	\$/kWh
Taxes	Extra Charges <input type="text"/>	Extra Charges <input type="text"/>	%

Special Electric Heating / All Electric Tariff

Use Electric Heat Tariff Yes No

Previous Current

Utility Name Utility Name

Rate Name Rate Name

Effective Date Effective Date

First Month of Summer First Month of Summer Select January if rate is not seasonal

Last Month of Summer Last Month of Summer Select December if rate is not seasonal

Monthly Charge Monthly Charge \$/month

Floor Floor

Ceiling Ceiling

Summer

Size of First Block kWh

Size of Second Block kWh

Size of Third Block kWh

Size of Fourth Block kWh

Cost of First Block \$/kWh

Cost of Second Block \$/kWh

Cost of Third Block \$/kWh

Cost of Fourth Block \$/kWh

Winter

Size of First Block kWh

Size of Second Block kWh

Size of Third Block kWh

Size of Fourth Block kWh

Cost of First Block \$/kWh

Cost of Second Block \$/kWh

Cost of Third Block \$/kWh

Cost of Fourth Block \$/kWh

Extra Charges \$/kWh

Taxes %

Standard Natural Gas Utility Tariff

Previous Current

Utility Name Utility Name

Rate Name Rate Name

Effective Date Effective Date

Measurement Units

First Month of Summer First Month of Summer Select January if rate is not seasonal

Last Month of Summer Last Month of Summer Select December if rate is not seasonal

Monthly Charge Monthly Charge \$/month

Floor Floor

Ceiling Ceiling

Summer

Size of First Block Therms

Size of Second Block Therms

Size of Third Block Therms

Size of Fourth Block Therms

Cost of First Block \$/Therm

Cost of Second Block \$/Therm

Cost of Third Block \$/Therm

Cost of Fourth Block \$/Therm

Winter

Size of First Block Therms

Size of Second Block Therms

Size of Third Block Therms

Size of Fourth Block Therms

Cost of First Block \$/Therm

Cost of Second Block \$/Therm

Cost of Third Block	Cost of Third Block	<input type="text"/>	Cost of Third Block	<input type="text"/>	\$/Therm
Cost of Fourth Block	Cost of Fourth Block	<input type="text"/>	Cost of Fourth Block	<input type="text"/>	\$/Therm
Extra Charges	Supplier Name	<input type="text"/>	Supplier Name	<input type="text"/>	\$/Therm
Taxes	Supplier Name	<input type="text"/>	Supplier Name	<input type="text"/>	%

Fuel Oil Delivery Contract

	Previous		Current		
Supplier Name	Supplier Name	<input type="text"/>	Supplier Name	<input type="text"/>	
Effective Date	Effective Date	<input type="text" value="MM/DD/YYYY"/>	Effective Date	<input type="text" value="MM/DD/YYYY"/>	
Monthly Charge	Monthly Charge	<input type="text"/>	Monthly Charge	<input type="text"/>	\$/month
Floor	Floor <input type="checkbox"/>	<input type="text"/>			
Ceiling	Ceiling <input type="checkbox"/>	<input type="text"/>			
Size of First Block	Size of First Block	<input type="text" value="remainder"/>	Size of First Block	<input type="text" value="remainder"/>	Gallons
Size of Second Block	Size of Third Block	<input type="text"/>	Size of Third Block	<input type="text"/>	Gallons
Size of Third Block	Size of Third Block	<input type="text"/>	Size of Third Block	<input type="text"/>	Gallons
Size of Fourth Block	Size of Fourth Block	<input type="text"/>	Size of Fourth Block	<input type="text"/>	Gallons
Cost of First Block	Supplier Name	<input type="text" value="n/a"/>	Supplier Name	<input type="text" value="n/a"/>	\$/Gallon
Cost of Second Block	Supplier Name	<input type="text"/>	Supplier Name	<input type="text"/>	\$/Gallon
Cost of Third Block	Cost of Third Block	<input type="text"/>	Cost of Third Block	<input type="text"/>	\$/Gallon
Cost of Fourth Block	Cost of Fourth Block	<input type="text"/>	Cost of Fourth Block	<input type="text"/>	\$/Gallon
Extra Charges	Extra Charges	<input type="text"/>	Extra Charges	<input type="text"/>	\$/Gallon
Taxes	Taxes	<input type="text"/>	Taxes	<input type="text"/>	%

Liquefied Petroleum Gas (Bottle Gas) Delivery Contract

	Previous		Current		
Supplier Name	Supplier Name	<input type="text"/>	Supplier Name	<input type="text"/>	
Effective Date	Effective Date	<input type="text" value="MM/DD/YYYY"/>	Effective Date	<input type="text" value="MM/DD/YYYY"/>	
Monthly Charge	Monthly Charge	<input type="text"/>	Monthly Charge	<input type="text"/>	\$/month
Floor	Floor <input type="checkbox"/>	<input type="text"/>			
Ceiling	Ceiling <input type="checkbox"/>	<input type="text"/>			
Size of First Block	Size of First Block	<input type="text" value="remainder"/>	Size of First Block	<input type="text" value="remainder"/>	lbs
Size of Second Block	Size of Second Block	<input type="text"/>	Size of Second Block	<input type="text"/>	lbs
Size of Third Block	Size of Third Block	<input type="text"/>	Size of Third Block	<input type="text"/>	lbs
Size of Fourth Block	Size of Fourth Block	<input type="text"/>	Size of Fourth Block	<input type="text"/>	lbs
Cost of First Block	Cost of First Block	<input type="text" value="n/a"/>	Cost of First Block	<input type="text" value="n/a"/>	\$/lb
Cost of Second Block	Cost of Second Block	<input type="text"/>	Cost of Second Block	<input type="text"/>	\$/lb
Cost of Third Block	Cost of Third Block	<input type="text"/>	Cost of Third Block	<input type="text"/>	\$/lb
Cost of Fourth Block	Cost of Fourth Block	<input type="text"/>	Cost of Fourth Block	<input type="text"/>	\$/lb
Extra Charges	Extra Charges	<input type="text"/>	Extra Charges	<input type="text"/>	\$/lb
Taxes	Taxes	<input type="text"/>	Taxes	<input type="text"/>	%

Water Supply Tariff

	Previous		Current		
Supplier Name	Supplier Name	<input type="text"/>	Supplier Name	<input type="text" value="Newport News WW 3"/>	
Effective Date	Effective Date	<input type="text" value="07/01/2020"/>	Effective Date	<input type="text" value="07/01/2020"/>	
Measurement Units		<input type="text" value="Cubic Feet"/>			
Monthly Charge	Monthly Charge	<input type="text"/>	Monthly Charge	<input type="text" value="3.51"/>	\$/month
Floor	Floor <input type="checkbox"/>	<input type="text"/>			
Ceiling	Ceiling <input type="checkbox"/>	<input type="text"/>			
Size of First Block	Size of First Block	<input type="text" value="remainder"/>	Size of First Block	<input type="text" value="200"/>	Cubic Feet
Size of Second Block	Size of Second Block	<input type="text"/>	Size of Second Block	<input type="text" value="250"/>	Cubic Feet
Size of Third Block	Size of Third Block	<input type="text"/>	Size of Third Block	<input type="text" value="remainder"/>	Cubic Feet
Size of Fourth Block	Size of Fourth Block	<input type="text"/>	Size of Fourth Block	<input type="text"/>	Cubic Feet
Cost of First Block	Cost of First Block	<input type="text" value="n/a"/>	Cost of First Block	<input type="text" value=".0321"/>	\$/Cubic Foot
Cost of Second Block	Cost of Second Block	<input type="text"/>	Cost of Second Block	<input type="text" value=".0369"/>	\$/Cubic Foot
Cost of Third Block	Cost of Third Block	<input type="text"/>	Cost of Third Block	<input type="text" value=".0738"/>	\$/Cubic Foot
Cost of Fourth Block	Cost of Fourth Block	<input type="text"/>	Cost of Fourth Block	<input type="text" value="n/a"/>	\$/Cubic Foot
Extra Charges	Extra Charges	<input type="text"/>	Extra Charges	<input type="text"/>	\$/Cubic Foot
Taxes	Taxes	<input type="text"/>	Taxes	<input type="text"/>	%

Sewer Tariff

	Previous		Current	
Sewer Service Name	Sewer Service Name	<input type="text"/>	Sewer Service Name	<input type="text"/>
Effective Date	Effective Date	<input type="text" value="MM/DD/YYYY"/>	Effective Date	<input type="text"/>

Measurement Units	Cubic Feet <input type="text"/>		
Monthly Charge	Monthly Charge <input type="text"/>	Monthly Charge <input type="text"/>	\$/month
Floor	Floor <input type="checkbox"/> Floor <input type="text"/>		
Ceiling	Ceiling <input type="checkbox"/> Ceiling <input type="text"/>		
Size of First Block	Size of First Block remainder <input type="text"/>	Size of First Block remainder <input type="text"/>	Cubic Feet
Size of Second Block	Size of Second Block <input type="text"/>	Size of Second Block <input type="text"/>	Cubic Feet
Size of Third Block	Size of Third Block <input type="text"/>	Size of Third Block <input type="text"/>	Cubic Feet
Size of Fourth Block	Size of Fourth Block <input type="text"/>	Size of Fourth Block <input type="text"/>	Cubic Feet
Cost of First Block	Cost of First Block n/a <input type="text"/>	Cost of First Block n/a <input type="text"/>	\$/Cubic Foot
Cost of Second Block	Cost of Second Block <input type="text"/>	Cost of Second Block <input type="text"/>	\$/Cubic Foot
Cost of Third Block	Cost of Third Block <input type="text"/>	Cost of Third Block <input type="text"/>	\$/Cubic Foot
Cost of Fourth Block	Cost of Fourth Block <input type="text"/>	Cost of Fourth Block <input type="text"/>	\$/Cubic Foot
Extra Charges	Extra Charges <input type="text"/>	Extra Charges <input type="text"/>	\$/Cubic Foot
Taxes	Taxes <input type="text"/>	Taxes <input type="text"/>	%

Trash Collection Fees

	Previous	Current
Studio	Studio <input type="text"/>	Studio <input type="text"/>
1 Bedroom	1 Bedroom <input type="text"/>	1 Bedroom <input type="text"/>
2 Bedroom	2 Bedroom <input type="text"/>	2 Bedroom <input type="text"/>
3 Bedroom	3 Bedroom <input type="text"/>	3 Bedroom <input type="text"/>
4 Bedroom	4 Bedroom <input type="text"/>	4 Bedroom <input type="text"/>
5 Bedroom	5 Bedroom <input type="text"/>	5 Bedroom <input type="text"/>

Range/Microwave Fees

	Previous	Current
Studio	Studio <input type="text"/>	Studio <input type="text"/>
1 Bedroom	Studio <input type="text"/>	Studio <input type="text"/>
2 Bedroom	Studio <input type="text"/>	Studio <input type="text"/>
3 Bedroom	Studio <input type="text"/>	Studio <input type="text"/>
4 Bedroom	Studio <input type="text"/>	Studio <input type="text"/>
5 Bedroom	Studio <input type="text"/>	Studio <input type="text"/>

Refrigerator Fees

	Previous	Current
Studio	Studio <input type="text"/>	Studio <input type="text"/>
1 Bedroom	1 Bedroom <input type="text"/>	1 Bedroom <input type="text"/>
2 Bedroom	2 Bedroom <input type="text"/>	2 Bedroom <input type="text"/>
3 Bedroom	3 Bedroom <input type="text"/>	3 Bedroom <input type="text"/>
4 Bedroom	4 Bedroom <input type="text"/>	4 Bedroom <input type="text"/>
5 Bedroom	5 Bedroom <input type="text"/>	5 Bedroom <input type="text"/>

Other Fees

	Previous	Current
Studio	Studio <input type="text"/>	Studio <input type="text"/>
1 Bedroom	1 Bedroom <input type="text"/>	1 Bedroom <input type="text"/>
2 Bedroom	2 Bedroom <input type="text"/>	2 Bedroom <input type="text"/>
3 Bedroom	3 Bedroom <input type="text"/>	3 Bedroom <input type="text"/>
4 Bedroom	4 Bedroom <input type="text"/>	4 Bedroom <input type="text"/>
5 Bedroom	5 Bedroom <input type="text"/>	5 Bedroom <input type="text"/>

23605



Office of Policy Development and Research (PD&R)
U.S. Department of Housing and Urban Development
Secretary Ben Carson



HUD Utility Schedule Model (HUSM)
U.S. Department of Housing and Urban Development
Allowances Model for Tenant-Furnished Utilities and Other Services
(Based on Form 52667)

[Preview Allowance Schedule](#) [Projected Family Allowances](#)

Location

Search for PHA or ZIP ?
Selected PHA or ZIP
Form Date
Climate Data (Degree Days) [Show Details](#)

Unit Information

Unit Type Energy Savings Design
Bedrooms None
Electric Tariff Energy Star Certification?
Include A/C Allowance Yes No LEED Certification ?
 Significant Green Retrofit?

Search for a locality by entering part of the PHA name, city name or zip code* (e.g. "Atl" or "402"). Note that search results will be displayed after 3 or more characters have been entered.

* If a zip code is unavailable, choose the adjacent zip code.

Choose [Energy Star Certification](#), which represents 18% in energy savings, if the residence being estimated meets the Environmental Protection Agency (EPA) standard as an Energy Star property.

Choose [LEED Certification](#), a 25% energy reduction, if the property meets the LEED standards according to the [U.S. Green Building Council](#) (USGBC).

Choose Significant Green Retrofit, signifying an 18% impact on energy efficiency, if the building has had an energy saving rehabilitation to any of the following systems in the last 5 years: 1.Heating 2. Cooling 3. Lighting 4. DHW systems 5. Appliances 6. Building envelope 7. Water measures 8. On-site generation.

Actual Allowance

Space Heating Sewer
Cooking Trash Collection
Other Electric Range/Microwave
Air Conditioning Refrigerator
Water Heating Other
Water

Standard Electric Utility Tariff

Utility Name	Previous Utility Name <input type="text"/>	Current Utility Name <input type="text" value="Dominion"/>	
Rate Name	Rate Name <input type="text"/>	Rate Name <input type="text" value="Schedule 1 Residential"/>	
Effective Date	Effective Date <input type="text" value="MM/DD/YYYY"/>	Effective Date <input type="text" value="01/29/2021"/>	
First Month of Summer	First Month of Summer <input type="text" value="January"/>	First Month of Summer <input type="text" value="June"/>	Select January if rate is not seasonal
Last Month of Summer	Last Month of Summer <input type="text" value="December"/>	Last Month of Summer <input type="text" value="September"/>	Select December if rate is not seasonal
Monthly Charge	Monthly Charge <input type="text"/>	Monthly Charge <input type="text" value="6.58"/>	\$/month
Floor	Floor <input type="checkbox"/> <input type="text"/>		
Ceiling	Ceiling <input type="checkbox"/> <input type="text"/>		
Summer			
Size of First Block	Size of First Block <input type="text" value="remainder"/>	Size of First Block <input type="text" value="800"/>	kWh
Size of Second Block	Size of Second Block <input type="text"/>	Size of Second Block <input type="text" value="remainder"/>	kWh
Size of Third Block	Size of Third Block <input type="text"/>	Size of Third Block <input type="text"/>	kWh
Size of Fourth Block	Size of Fourth Block <input type="text"/>	Size of Fourth Block <input type="text"/>	kWh
Cost of First Block	Cost of First Block <input type="text" value="n/a"/>	Cost of First Block <input type="text" value="11340"/>	\$/kWh
Cost of Second Block	Cost of Second Block <input type="text"/>	Cost of Second Block <input type="text" value="12293"/>	\$/kWh
Cost of Third Block	Cost of Third Block <input type="text"/>	Cost of Third Block <input type="text" value="n/a"/>	\$/kWh
Cost of Fourth Block	Cost of Fourth Block <input type="text"/>	Cost of Fourth Block <input type="text"/>	\$/kWh
Winter			
Size of First Block	Size of First Block <input type="text" value="remainder"/>	Size of First Block <input type="text" value="800"/>	kWh
Size of Second Block	Size of Second Block <input type="text"/>	Size of Second Block <input type="text" value="remainder"/>	kWh
Size of Third Block	Size of Third Block <input type="text"/>	Size of Third Block <input type="text"/>	kWh
Size of Fourth Block	Size of Fourth Block <input type="text"/>	Size of Fourth Block <input type="text"/>	kWh

Cost of First Block	Cost of First Block <input type="text" value="n/a"/>	Cost of First Block <input type="text" value=".11340"/>	\$/kWh
Cost of Second Block	Cost of Second Block <input type="text"/>	Cost of Second Block <input type="text" value=".09606"/>	\$/kWh
Cost of Third Block	Cost of Third Block <input type="text"/>	Cost of Second Block <input type="text" value="n/a"/>	\$/kWh
Cost of Fourth Block	Cost of Fourth Block <input type="text"/>	Cost of Fourth Block <input type="text"/>	\$/kWh
Extra Charges	Extra Charges <input type="text"/>	Extra Charges <input type="text"/>	\$/kWh
Taxes	Extra Charges <input type="text"/>	Extra Charges <input type="text"/>	%

Special Electric Heating / All Electric Tariff

Use Electric Heat Tariff Yes No

Previous Current

Utility Name Utility Name

Rate Name Rate Name

Effective Date Effective Date

First Month of Summer First Month of Summer Select January if rate is not seasonal

Last Month of Summer Last Month of Summer Select December if rate is not seasonal

Monthly Charge Monthly Charge \$/month

Floor Floor

Ceiling Ceiling

Summer

Size of First Block Ceiling kWh

Size of Second Block Size of Second Block kWh

Size of Third Block Size of Third Block kWh

Size of Fourth Block Size of Fourth Block kWh

Cost of First Block Cost of First Block \$/kWh

Cost of Second Block Cost of Second Block \$/kWh

Cost of Third Block Cost of Third Block \$/kWh

Cost of Fourth Block Cost of Fourth Block \$/kWh

Winter

Size of First Block Size of First Block kWh

Size of Second Block Size of Second Block kWh

Size of Third Block Size of Third Block kWh

Size of Fourth Block Size of Fourth Block kWh

Cost of First Block Cost of First Block \$/kWh

Cost of Second Block Cost of Second Block \$/kWh

Cost of Third Block Cost of Third Block \$/kWh

Cost of Fourth Block Cost of Fourth Block \$/kWh

Extra Charges Extra Charges \$/kWh

Taxes Taxes %

Standard Natural Gas Utility Tariff

Previous Current

Utility Name Utility Name

Rate Name Rate Name

Effective Date Effective Date

Measurement Units Measurement Units

First Month of Summer First Month of Summer Select January if rate is not seasonal

Last Month of Summer Last Month of Summer Select December if rate is not seasonal

Monthly Charge Monthly Charge \$/month

Floor Floor

Ceiling Ceiling

Summer

Size of First Block Size of First Block Therms

Size of Second Block Size of Second Block Therms

Size of Third Block Size of Third Block Therms

Size of Fourth Block Size of Fourth Block Therms

Cost of First Block Cost of First Block \$/Therm

Cost of Second Block Cost of Second Block \$/Therm

Cost of Third Block Cost of Third Block \$/Therm

Cost of Fourth Block Cost of Fourth Block \$/Therm

Winter

Size of First Block Size of First Block Therms

Size of Second Block Size of Second Block Therms

Size of Third Block Size of Third Block Therms

Size of Fourth Block Size of Fourth Block Therms

Cost of First Block Cost of First Block \$/Therm

Cost of Second Block Cost of Second Block \$/Therm

Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/Therm
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/Therm
Extra Charges	Supplier Name	Supplier Name	\$/Therm
Taxes	Supplier Name	Supplier Name	%

Fuel Oil Delivery Contract

	Previous	Current	
Supplier Name	Supplier Name	Supplier Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/> Floor		
Ceiling	Ceiling <input type="checkbox"/> Ceiling		
Size of First Block	Size of First Block remainder	Size of First Block remainder	Gallons
Size of Second Block	Size of Third Block	Size of Third Block	Gallons
Size of Third Block	Size of Third Block	Size of Third Block	Gallons
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Gallons
Cost of First Block	Supplier Name n/a	Supplier Name n/a	\$/Gallon
Cost of Second Block	Supplier Name	Supplier Name	\$/Gallon
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/Gallon
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/Gallon
Extra Charges	Extra Charges	Extra Charges	\$/Gallon
Taxes	Taxes	Taxes	%

Liquefied Petroleum Gas (Bottle Gas) Delivery Contract

	Previous	Current	
Supplier Name	Supplier Name	Supplier Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/> Floor		
Ceiling	Ceiling <input type="checkbox"/> Ceiling		
Size of First Block	Size of First Block remainder	Size of First Block remainder	lbs
Size of Second Block	Size of Second Block	Size of Second Block	lbs
Size of Third Block	Size of Third Block	Size of Third Block	lbs
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	lbs
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/lb
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/lb
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/lb
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/lb
Extra Charges	Extra Charges	Extra Charges	\$/lb
Taxes	Taxes	Taxes	%

Water Supply Tariff

	Previous	Current	
Supplier Name	Supplier Name	Supplier Name Newport News WW	
Effective Date	Effective Date MM/DD/YYYY	Effective Date 07/01/2020	
Measurement Units	Cubic Feet		
Monthly Charge	Monthly Charge	Monthly Charge 13	\$/month
Floor	Floor <input type="checkbox"/> Floor		
Ceiling	Ceiling <input type="checkbox"/> Ceiling		
Size of First Block	Size of First Block remainder	Size of First Block 200	Cubic Feet
Size of Second Block	Size of Second Block	Size of Second Block 250	Cubic Feet
Size of Third Block	Size of Third Block	Size of Third Block remainder	Cubic Feet
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Cubic Feet
Cost of First Block	Cost of First Block n/a	Cost of First Block .0321	\$/Cubic Foot
Cost of Second Block	Cost of Second Block	Cost of Second Block .0369	\$/Cubic Foot
Cost of Third Block	Cost of Third Block	Cost of Third Block .0738	\$/Cubic Foot
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block n/a	\$/Cubic Foot
Extra Charges	Extra Charges	Extra Charges	\$/Cubic Foot
Taxes	Taxes	Taxes	%

Sewer Tariff

	Previous	Current
Sewer Service Name	Sewer Service Name	Sewer Service Name
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY

Measurement Units	<input type="text" value="Cubic Feet"/>		
Monthly Charge	Monthly Charge <input type="text"/>	Monthly Charge <input type="text"/>	\$/month
Floor	Floor <input type="checkbox"/> Floor <input type="text"/>		
Ceiling	Ceiling <input type="checkbox"/> Ceiling <input type="text"/>		
Size of First Block	Size of First Block <input type="text" value="remainder"/>	Size of First Block <input type="text" value="remainder"/>	Cubic Feet
Size of Second Block	Size of Second Block <input type="text"/>	Size of Second Block <input type="text"/>	Cubic Feet
Size of Third Block	Size of Third Block <input type="text"/>	Size of Third Block <input type="text"/>	Cubic Feet
Size of Fourth Block	Size of Fourth Block <input type="text"/>	Size of Fourth Block <input type="text"/>	Cubic Feet
Cost of First Block	Cost of First Block <input type="text" value="n/a"/>	Cost of First Block <input type="text" value="n/a"/>	\$/Cubic Foot
Cost of Second Block	Cost of Second Block <input type="text"/>	Cost of Second Block <input type="text"/>	\$/Cubic Foot
Cost of Third Block	Cost of Third Block <input type="text"/>	Cost of Third Block <input type="text"/>	\$/Cubic Foot
Cost of Fourth Block	Cost of Fourth Block <input type="text"/>	Cost of Fourth Block <input type="text"/>	\$/Cubic Foot
Extra Charges	Extra Charges <input type="text"/>	Extra Charges <input type="text"/>	\$/Cubic Foot
Taxes	Taxes <input type="text"/>	Taxes <input type="text"/>	%

Trash Collection Fees

	Previous	Current
Studio	Studio <input type="text"/>	Studio <input type="text"/>
1 Bedroom	1 Bedroom <input type="text"/>	1 Bedroom <input type="text"/>
2 Bedroom	2 Bedroom <input type="text"/>	2 Bedroom <input type="text"/>
3 Bedroom	3 Bedroom <input type="text"/>	3 Bedroom <input type="text"/>
4 Bedroom	4 Bedroom <input type="text"/>	4 Bedroom <input type="text"/>
5 Bedroom	5 Bedroom <input type="text"/>	5 Bedroom <input type="text"/>

Range/Microwave Fees

	Previous	Current
Studio	Studio <input type="text"/>	Studio <input type="text"/>
1 Bedroom	Studio <input type="text"/>	Studio <input type="text"/>
2 Bedroom	Studio <input type="text"/>	Studio <input type="text"/>
3 Bedroom	Studio <input type="text"/>	Studio <input type="text"/>
4 Bedroom	Studio <input type="text"/>	Studio <input type="text"/>
5 Bedroom	Studio <input type="text"/>	Studio <input type="text"/>

Refrigerator Fees

	Previous	Current
Studio	Studio <input type="text"/>	Studio <input type="text"/>
1 Bedroom	1 Bedroom <input type="text"/>	1 Bedroom <input type="text"/>
2 Bedroom	2 Bedroom <input type="text"/>	2 Bedroom <input type="text"/>
3 Bedroom	3 Bedroom <input type="text"/>	3 Bedroom <input type="text"/>
4 Bedroom	4 Bedroom <input type="text"/>	4 Bedroom <input type="text"/>
5 Bedroom	5 Bedroom <input type="text"/>	5 Bedroom <input type="text"/>

Other Fees

	Previous	Current
Studio	Studio <input type="text"/>	Studio <input type="text"/>
1 Bedroom	1 Bedroom <input type="text"/>	1 Bedroom <input type="text"/>
2 Bedroom	2 Bedroom <input type="text"/>	2 Bedroom <input type="text"/>
3 Bedroom	3 Bedroom <input type="text"/>	3 Bedroom <input type="text"/>
4 Bedroom	4 Bedroom <input type="text"/>	4 Bedroom <input type="text"/>
5 Bedroom	5 Bedroom <input type="text"/>	5 Bedroom <input type="text"/>

23605

4. Utility Rate Assumptions

4.1. Rate Determination Matrix:

Dominion Electric Tariff - All Unit Types							
Company	Rate	Type	Cost First 800 kWh June-Sept	Cost First 800 kWh Oct-May	Cost Over 800 kWh June-Sept	Cost Over 800 kWh Oct-May	Unit
Dominion	Distribution kWh Charge	Schedule 1 Residential	\$ 0.02109	\$ 0.02109	\$ 0.01194	\$ 0.01194	per kWh
x	Generation kWh Charge	Schedule 1 Residential	\$ 0.03583	\$ 0.03583	\$ 0.05450	\$ 0.02763	per kWh
x	Transmission kWh Charge	Schedule 1 Residential	\$ 0.00970	\$ 0.00970	\$ 0.00970	\$ 0.00970	per kWh
x	Rider A	Schedule 1 Residential	\$ 0.01702	\$ 0.01702	\$ 0.01702	\$ 0.01702	per kWh
x	Rider B	Schedule 1 Residential	\$ 0.00063	\$ 0.00063	\$ 0.00063	\$ 0.00063	per kWh
x	Rider BW	Schedule 1 Residential	\$ 0.00195	\$ 0.00195	\$ 0.00195	\$ 0.00195	per kWh
x	RiderC1A	Schedule 1 Residential	\$0.000056	\$0.000056	\$0.000056	\$0.000056	per kWh
x	Rider C2A	Schedule 1 Residential	\$0.000176	\$0.000176	\$0.000176	\$0.000176	per kWh
x	Rider C3A	Schedule 1 Residential	\$0.001230	\$0.001230	\$0.001230	\$0.001230	per kWh
x	Rider E	Schedule 1 Residential	\$ 0.00167	\$ 0.00167	\$ 0.00167	\$ 0.00167	per kWh
x	Rider GV	Schedule 1 Residential	\$ 0.00260	\$ 0.00260	\$ 0.00260	\$ 0.00260	per kWh
x	Rider R	Schedule 1 Residential	\$ 0.00088	\$ 0.00088	\$ 0.00088	\$ 0.00088	per kWh
x	Rider S	Schedule 1 Residential	\$ 0.00384	\$ 0.00384	\$ 0.00384	\$ 0.00384	per kWh
x	Rider T1	Schedule 1 Residential	\$ 0.01059	\$ 0.01059	\$ 0.01059	\$ 0.01059	per kWh
x	Rider U	Schedule 1 Residential	\$ 0.00140	\$ 0.00140	\$ 0.00140	\$ 0.00140	per kWh
x	Rider US-2	Schedule 1 Residential	\$ 0.00019	\$ 0.00019	\$ 0.00019	\$ 0.00019	per kWh
x	Rider US-3	Schedule 1 Residential	\$ 0.00056	\$ 0.00056	\$ 0.00056	\$ 0.00056	per kWh
x	Rider US-4	Schedule 1 Residential	\$ 0.00015	\$ 0.00015	\$ 0.00015	\$ 0.00015	per kWh
x	Rider W	Schedule 1 Residential	\$ 0.00208	\$ 0.00208	\$ 0.00208	\$ 0.00208	per kWh
x	Sales & Use Surcharge	Schedule 1 Residential	\$ 0.00022	\$ 0.00022	\$ 0.00022	\$ 0.00022	per kWh
x	Consumption Tax (Total Rate)	Schedule 1 Residential	\$ 0.00155	\$ 0.00155	\$ 0.00155	\$ 0.00155	per kWh
		Total	\$ 0.11340	\$ 0.11340	\$ 0.12293	\$ 0.09606	per kWh
	Fixed Customer Charge	Schedule 1 Residential	\$ 6.58	\$ 6.58	\$ 6.58	\$ 6.58	Monthly
	Effective Date	1/29/2021					

Water - Townhouse				
Utility	Rate	Type	Cost	Unit
NN Water	0-2 HCF	5/8" meter	\$ 0.03210	per CF
	2-25 HCF	5/8" meter	\$ 0.03690	per CF
	25+ HCF	5/8" meter	\$ 0.07380	per CF
	Fixed Customer Charge		\$ 13.00	Monthly

Water - Mid-Rise				
Utility	Rate	Type	Cost	Unit
NN Water	0-2 HCF	3" meter	\$ 0.03210	per CF
	2-25 HCF	3" meter	\$ 0.03690	per CF
	25+ HCF	3" meter	\$ 0.07380	per CF
	Fixed Customer Charge	\$144 per mo./41 units	\$ 3.51	Monthly

4.2. The rates above were obtained from the most recently published tariffs of the respective utility companies, available for download here:

- Dominion Energy:
<https://www.dominionenergy.com/home-and-small-business/rates-and-regulation/residential-rates>
- Newport News Water Works:
<https://www.nngov.com/325/Rates-Fees>

[end of document]

S

Supportive Housing Certification



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

Choice Neighborhood III-R

**NOT
APPLICABLE**

Applicant is not proposing a supportive housing
development

T

Funding Documentation



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R



March 16, 2021

Mr. J.D. Bondurant
Director, Low Income Housing Tax Credit Program
Virginia Housing
601 S Belvedere Street
Richmond, VA 23220

RE: Choice Neighborhood III-R LIHTC Application

Dear Mr. Bondurant:

The United States Department of Housing and Urban Development awarded the Newport News Redevelopment and Housing Authority \$30,000,000 of Choice Neighborhood Initiative funds in May, 2019.

This letter is written to confirm the allocation of \$5,750,000 of Choice Neighborhood Initiative funds to the development of the referenced project, Choice Neighborhood III-R.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

Karen R. Wilds
Executive Director

Enclosures: HUD Choice Neighborhoods Implementation Agreement



**FY2018 Choice Neighborhoods
IMPLEMENTATION GRANT AGREEMENT**

This grant agreement (“Grant Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and the Lead and Co-Applicant(s) (“Grantee”). On May 13, 2019, HUD awarded the Grantee a Choice Neighborhoods Implementation Grant from fiscal year 2018 funds, for the implementation of a Transformation Plan (“Transformation Plan”) that is identified in this Grant Agreement below.

HUD agrees, subject to the terms of this Grant Agreement, to provide grant funds to the Grantee, in the total amount listed on the form HUD-1044, for the activities described in the Transformation Plan as defined in Article III. Either the Lead Applicant or the Co-Applicant Grantee may be the designated entity with access to LOCCS for drawing down grant funds.

The assistance that is the subject of this Grant Agreement is authorized by, and required to be used in accordance with, Section 24 of the U.S. Housing Act of 1937, the Consolidated and Further Continuing Appropriations Act, 2018 (Pub. L. 115-41, approved March 23, 2018) (“2018 HUD Appropriations Act”), (collectively the “Choice Neighborhoods Authorization”).

The form HUD-1044 and Exhibit A are incorporated into and subject to the terms of this Grant Agreement.

HUD and the Grantee hereby agree to be bound by the following terms and conditions of this Grant Agreement:

ARTICLE I. Choice Neighborhoods Requirements

The Grantee agrees to conduct all activities to be assisted with funds provided under this Grant Agreement in accordance with the following requirements, as such requirements now exist or as they may hereafter be amended (hereafter collectively referred to as the “Choice Neighborhoods Requirements”):

- A. the U.S. Housing Act of 1937, as amended (the “1937 Act”), as applicable, and all implementing regulations;
- B. the 2018 HUD Appropriations Act (Public Law 115-41, approved March 23, 2018);
- C. the Fiscal Year (FY) 2018 Notice of Funding Availability for the Choice Neighborhoods Initiative Implementation Grants published via Grants.gov on May 18, 2018 (the “Choice Neighborhoods Implementation NOFA”).
- D. 31 U.S.C. § 1552. In accordance with this statute, all FY2018 funding must be expended by September 30, 2025. Any funds that are not expended by that date will be cancelled and recaptured by the Treasury, and thereafter will not be available for obligation or expenditure for any purpose. In order to ensure funds are drawn from LOCCS by that date, HUD may provide additional guidance as the deadline approaches for when grantees should submit the final draw request (e.g. usually approximately two weeks prior to the expenditure deadline).
- E. In accordance with section 24(e)(2)(D) of the 1937 Act, Grantees must involve affected residents of the targeted public and/or assisted housing during the implementation process. Grantees are required to involve the affected public and/or assisted housing residents in the implementation of the Transformation Plan. This involvement must be continuous from the beginning of the planning process through the implementation and management of the grant. In addition to the statutory requirement, unless HUD indicates otherwise in writing, Grantees will be expected to undertake resident and community involvement in a manner and method at least as comprehensive as that described in your grant application.
- F. all executive orders applicable to the activities being conducted with funds provided under this Grant Agreement;
- G. the terms and requirements of this Grant Agreement, and any amendments or addenda thereto;
- H. all other applicable Federal requirements, including, without limitation, those set forth the FY2018 Appropriations Act and those set forth in Appendix A; and
- I. all regulations, handbooks, notices, and policies applicable to the activities being conducted with funds provided under this Grant Agreement.

ARTICLE II. Program Overview

A. **Goals of the Choice Neighborhoods Program.** The Choice Neighborhoods Program employs a comprehensive approach to neighborhood transformation. The program transforms neighborhoods of concentrated poverty into mixed-income neighborhoods of long-term viability by revitalizing severely distressed public and/or assisted housing; improving access to economic opportunities; and investing and leveraging investments in well-functioning services, effective schools and education programs, public assets, public transportation, and improved access to jobs. Choice Neighborhoods ensures that current residents benefit from this transformation by preserving affordable housing in the neighborhood or providing the choice to move to affordable housing in another neighborhood of opportunity. The purpose of this grant is to implement a Transformation Plan that has been developed through a local planning process and furthers the goals of the Choice Neighborhoods Program. The core goals of Choice Neighborhoods are:

- 1. Housing:** Replace distressed public and assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood;
- 2. People:** Improve outcomes of households living in the target housing related to employment and income, health, and children’s education; and
- 3. Neighborhood:** Create the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to families’ choices about their community.

ARTICLE III. Choice Neighborhoods Transformation Plan

- A. **General.** The Grantee’s Choice Neighborhoods Transformation Plan (“Transformation Plan”) consists of a document or documents reviewed and approved by HUD to govern the transformation of the neighborhood. The Transformation Plan should integrate effective strategies to implement public and/or assisted housing revitalization, the coordination and design of supportive services, including educational opportunities for children, and neighborhood-level planning to improve a range of neighborhood assets. The Transformation Plan should be created as part of a collaborative planning process that involves neighborhood stakeholders and local governmental entities. The Transformation Plan should translate the three core goals of Choice Neighborhoods – Housing, People and Neighborhood – into a strategy that will direct investments, demonstrate the commitment among a range of public and private partners to address interdependent neighborhood challenges, utilize data to set and monitor progress toward implementation goals, and engage community stakeholders and residents in meaningful decision-making roles.
- B. **Components of the Transformation Plan.** The Grantee’s Transformation Plan includes each of the following components, as needed for the Transformation Plan and as approved by HUD. Because some of these documents may be submitted to HUD for approval throughout the implementation of the Grant Agreement, an approved Transformation Plan shall be

deemed to mean the most recent set of documents that have been submitted to (as set forth in this Article) and approved by HUD:

1. The Grantee's Choice Neighborhoods application, submitted in response to the FY2018 Choice Neighborhoods Implementation NOFA (the "Choice Neighborhoods Application");
2. Post Application Submissions that HUD requires the Grantee to submit following HUD's review of the Choice Neighborhoods application and/or as a result of a site visit to the neighborhood which is the target of redevelopment under this grant ("Development"), including but not limited to:
 - a. any additional information required for HUD to approve demolition of the target public and/or assisted housing based on the Choice Neighborhoods application;
 - b. certifications and assurances;
 - c. a Program Schedule, in accordance with the timeframes established in this Article;
 - d. a Choice Neighborhoods Budget (all phases) as described in Article VI;
 - e. any other information or documentation that is not otherwise required under any other component of the Transformation Plan that is requested by HUD to supplement or refine information provided in the Choice Neighborhoods Application or to meet any terms or conditions of the Grant Agreement; and
 - f. any waiver requests;

(Subparagraphs (a) through (f) are hereafter collectively referred to as, "Post Application Submissions.")

3. a Supportive Services/People plan;
4. the Grantee's submissions to HUD in connection with an Endowment Trust, if applicable, in accordance with Article IV(J) (including but not limited to submission of a Choice Neighborhoods Endowment Trust Addendum);
5. for public housing only, a Demolition Application, if applicable, as described in Article IV;
6. for public housing only, a Disposition Application relating to the Development, as described in Article IV, to the extent applicable;
7. a development proposal(s), as described in Article IV;
8. a homeownership proposal, as applicable, as described in Article IV;

9. a plan for Critical Community Improvements projects, as applicable; and
 10. any amendment or modification of the foregoing, as approved in writing by HUD.
- C. Incorporation into Grant Agreement. As each component of the Transformation Plan is approved in writing by HUD, it will be deemed to be incorporated into this Grant Agreement.
- D. Time Periods for Implementation. The Grantee agrees to implement its Transformation Plan in accordance with the approved Program Schedule, including but not limited to the following time periods:
1. In accordance with the Choice Neighborhoods Implementation NOFA as incorporated by Article I(C) above.
 2. Items identified in paragraph (B) of this Article must be submitted to HUD in accordance with the HUD-approved Program Schedule. The Program Schedule is due to HUD within 120 calendar days (weekends and holidays are not excluded) from the Grant Award Date. HUD reserves the right to require Grantee to make edits to these items to put them in a form and substance acceptable to HUD.
 3. The Grantee must start service coordination and case management services as soon as possible, if they have not already. The Grantee must have started these services within 60 days of the Grant Award Date. It is imperative that case management services begin immediately so that residents who will be relocated have time to participate in and benefit from Supportive Services activities before leaving the site; and that residents who have already been relocated are able to participate in and benefit from Supportive Services activities.
 4. The Grantee must submit the People/Supportive Services plan within 9 months of the Grant Award Date for HUD's review and approval.
 5. The Grantee must submit the Critical Community Improvements plan within 12 months of the Grant Award Date for HUD's review and approval.
 6. The closing of the first housing phase of development must take place within 18 months of the Grant Award Date. For this purpose, "closing" means all financial and legal arrangements have been executed and actual activities (construction, etc.) are ready to commence. The construction Notice to Proceed or equivalent must be issued no later than 90 days after the closing date, unless otherwise approved by HUD.
 7. Grantees must start housing rehabilitation/construction within 21 months of the Grant Award Date.
 8. Grantees must complete replacement housing rehabilitation/construction by obtaining a certificate of occupancy or equivalent for units funded with Choice Neighborhoods funds

by September 30, 2025. In accordance with the statutory deadline for expenditure of funds, HUD cannot approve an extension to this milestone.

- E. Time Extensions. All requests for extensions of the time periods for implementation listed in paragraph (D)(1)-(7) of this Article must be requested by the Grantee in advance of the deadline date. All requests for extensions must be made in writing to the Office of Public Housing Investments and will be reviewed and approved or disapproved by the Assistant Secretary of Public and Indian Housing and/or the Deputy Assistant Secretary for the Office of Public Housing Investments.

ARTICLE IV. Transformation Activities and Requirements

- A. Program Activities. Grantees must include the activities listed in Section III.E.1 of the Choice Neighborhoods Implementation NOFA in their Transformation Plan.
- B. Program Requirements. Grantees must comply with the Program Requirements stated in Section III.E.2 of the Choice Neighborhoods Implementation NOFA, some of which are restated in this Article for emphasis and/or with additional detail.
- C. One-for-one Replacement of Public and/or Assisted Housing. Each Transformation Plan must comply with the applicable one-for-one replacement requirement as stated in Section III.E.2.b of the Choice Neighborhoods NOFA.
- D. Replacement Housing Development Activities.
 - 1. Public Housing Development Activity. For any public housing development activity under the Transformation Plan (whether on-site reconstruction or off-site development), the Grantee must obtain HUD approval of a development proposal submitted under 24 CFR 905.606 (“Development Proposal”).
 - 2. Any RAD conversion must be done in accordance with the protocol for reviewing RAD/Choice Neighborhoods projects or subsequent guidance.
 - 3. For projects involving Section 8, both Project Based Rental Assistance (PBRA) and Project Based Vouchers (PBV), and Choice Neighborhoods funding, HUD will review the development proposal in accordance with the Cost Controls and Safe Harbor Standards for Rental Mixed-Finance Development, dated April 2003, or subsequent guidance.
 - 4. For Replacement Units to be provided as PBVs in projects developed by an entity other than the Housing Implementation Entity, the PHA that administers the vouchers must comply with 24 CFR part 983. In addition, the Choice Neighborhoods office must review project information in advance of the AHAP or HAP contract to confirm the project satisfies the CN program requirements (e.g. is in a mixed-income development

and, if located outside the target neighborhood, meets the location requirements set forth in the NOFA).

- E. Rehabilitation Activities. For rehabilitation and physical improvement of public housing and/or community facilities primarily intended to facilitate the delivery of community and supportive services for residents of the Development and residents of off-site replacement housing under the Transformation Plan, the Grantee will comply with 24 CFR § 905.
- F. Affordable Housing Development Activities. Affordable housing (non-replacement, rental or homeownership, as defined in the NOFA) units developed with Choice Neighborhoods funds must be done in accordance with a proposal approved by HUD. Such units must be available to families earning 81-120 percent of AMI and grantees shall commit to an affordability period of at least 20 years. Affordable housing units must be in the same building with replacement units, except for buildings with one to four units total. Further, affordable housing units cannot include other funding that restricts incomes below 120% AMI (e.g. Low-Income Housing Tax Credits). The affordability restrictions shall be contained in a legally enforceable document recorded in the appropriate recorder's office or registry of deeds and consistent with long-term viability of the project.
- G. Demolition of Public Housing. You cannot carry out nor permit others to carry out the demolition of the targeted public housing project or any portion of the project until HUD approves, in writing, one of the following ((1) - (3) of this section), and until HUD has also: (i) approved a Request for Release of Funds submitted in accordance with 24 CFR part 58, or (ii) if HUD performs an environmental review under 24 CFR part 50, has approved the property for demolition, in writing, following its environmental review.
1. Information regarding demolition in your Choice Neighborhoods Application, along with Post Application Submissions requested by HUD after the award of the grant. Section 24(g) of the 1937 Act provides that severely distressed public housing that is demolished pursuant to a revitalization plan is not required to be approved through a demolition application under section 18 of the 1937 Act or regulations at 24 CFR part 970.
 2. A demolition application under section 18 of the 1937 Act.
 3. A section 33 Required Conversion Plan, in compliance with regulations at 24 CFR part 972, subpart A and other applicable HUD requirements. A Required Conversion Plan concerns the removal of a public housing project from a PHA's inventory.
- H. Demolition of Multifamily Housing. For projects subject to a project-based section 8 Housing Assistance Payments ("HAP") contract, the Grantee will not engage in or permit the partial or total demolition of the project, or any activities related thereto, including any activities in preparation for such demolition, without the prior written consent of HUD. Such consent will not be provided until HUD has first approved (i) a proposal for preserving the project-based section 8 HAP contract consistent with applicable statutory authority (e.g., section 212(a) of the 2012 HUD Appropriations Act, or successor legislation; or section 8(bb)(1) of 1937 Act) and all related Departmental policies, procedures, and requirements;

(ii) a proposal for project rehabilitation; and (iii) a replacement housing plan that provides for the orderly, temporary relocation of relocated families (e.g., based on the requirements of Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (Multifamily Emergency/Disaster Guidance), section 38-32C (Section 8 Pass Through)) that ensures decent, safe, and sanitary housing, consistent with 24 CFR Part 5 Subpart G (Physical Condition Standards and Inspection Requirements) and 24 CFR Part 200 Subpart P (Physical Condition of Multifamily Properties), at the beginning of and throughout the relocation period.

I. Disposition of Public Housing. This section applies only to disposition of public housing.

1. Disposition of a severely distressed public housing site, by sale or lease, in whole or in part, must be done in accordance with section 18 of the 1937 Act and implementing regulations at 24 CFR part 970, as applicable.
2. The Grantee will also comply with the provisions of its approved disposition application (the approved “Disposition Application”), unless otherwise modified in writing by HUD, and with the procedures for processing dispositions associated with mixed-finance projects as set forth by HUD.
3. A ground lease of one year or more that is not incident to the normal operation of a development is considered to be a disposition that is subject to section 18 of the 1937 Act.

J. Relocation.

1. General. The Grantee will provide suitable, decent, safe, and sanitary housing for each family required to relocate because of transformation activities under the Transformation Plan.
2. Relocation Plan for Public Housing Units. The Grantee must carry out its relocation activities in compliance with a relocation plan that conforms with the following statutory and regulatory requirements, as applicable (the “Relocation Plan”) for displacement or temporary relocation carried out as a result of:
 - a. **Rehabilitation, acquisition, or demolition pursuant to section 24 of the 1937 Act** under an approved Plan is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.*; 49 CFR part 24) (URA) and regulations at 24 CFR § 905.308 or successor part and meets the requirements of the Choice Neighborhoods Implementation NOFA.
 - b. **Disposition or demolition pursuant to section 18 of the 1937 Act** under an approved Transformation Plan is subject to section 18 of the 1937 Act as amended and 24 CFR 970.21.
 - i. Exception: displacement or temporary relocation carried out as a result of **disposition** pursuant to the mixed-finance development requirements at 24 CFR 905, subpart F is subject to section 18 of the 1937 Act but not 24 CFR 970.21.

- c. **Disposition pursuant to a Section 332 required conversion plan** is subject to Section 18 of the 1937 Act and 24 CFR Part 971.
- d. **Demolition pursuant to a Section 33 required conversion plan** is subject to the URA.

If the project also utilizes Community Development Block Grant (CDBG) or HOME funds, section 104(d) of the Housing and Community Development Act of 1974 may also apply. Please refer to the Tenant Assistance Relocation and Real Property Acquisition Handbook (HUD Handbook 1378) for detailed information.

- 3. **Relocation Plan for Non-Public Housing Units.** Except for displacement resulting from demolition or disposition activities subject to section 18 of the 1937 Act, projects involving real property acquisition, rehabilitation or demolition are subject to the URA and the requirements of the Choice Neighborhoods Implementation NOFA. For projects subject to a project-based section 8 HAP contract, the Grantee will (i) secure or cause to be secured temporary replacement housing for displaced families; will ensure that (ii) the temporary housing is available for the entire duration of the displacement period; and (iii) the housing meets the requirements of 24 CFR Part 5, Subpart G (“Physical Condition Standards and Inspection Requirements”) and 24 CFR Part 200 Subpart P (“Physical Condition of Multifamily Properties”) at the beginning of and throughout the displacement period. To satisfy this requirement, the Grantee is encouraged to adopt the model and the related procedures in Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (“Multifamily Emergency/Disaster Guidance”), section 38-32 C (“Section 8 Pass Through”) for the temporary relocation of section 8-assisted families necessitated by a natural disaster or other emergency. Based on this model and the related procedures, the Grantee is authorized to enter into a temporary lease for a unit in the same locale that meets the foregoing regulatory requirements on behalf of a displaced section 8-assisted family. During this period, the Owner of a property subject to a project-based section 8 HAP contract (“Owner”), whether the Owner is the Grantee or one of the Grantee’s partners, may voucher for the contract rent for that unit on a temporary basis. The Owner pays no more than the contract rent on the temporary dwelling until the resident’s permanent rental unit has been restored to habitable condition and the Owner notifies the resident that they may resume occupancy of their former unit. The resident is still responsible for the resident’s share of the rent. Should the displaced resident fail to return, the Owner may rent the repaired unit to an eligible section 8 applicant. Before doing so, however, the Owner must inform the resident in writing that their assistance is terminated. In the event that the Owner rents the unit to an eligible section 8 applicant, the Owner must first terminate the “pass through” lease that the Owner executed on behalf of the displaced resident. In addition, should the temporarily relocated resident move from the temporarily leased unit before their permanent rental unit is repaired and made available for their return, the Owner can no longer voucher for the temporary unit and the resident is considered permanently housed. (See Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (“Multifamily Emergency/Disaster Guidance”), section 38-32 C (“Section 8 Pass Through”)).

K. Acquisition.

1. **Acquisition Proposal.** A PHA must submit an acquisition proposal to HUD for review and approval prior to acquisition in accordance with 24 CFR 905.608 when a PHA determines that it is necessary to acquire vacant land for development of replacement housing through new construction, using public housing funds. This acquisition approval must be submission of a development proposal under 24 CFR 905.606.
2. **Land for Replacement Units outside the target neighborhood.** For acquisition of land for replacement housing outside the target neighborhood, you must comply with 24 CFR 905.602 (site and neighborhood standards).
3. **Land for Economic Development-Related Activities.** Acquisition of land for this purpose is eligible if the activities specifically promote the economic self-sufficiency of residents of the neighborhood, such as construction or rehabilitation of parks and community gardens, environmental improvements; or promoting economic development, such as development or improvement of transit, retail, community financial institutions, public services, facilities, assets or other community resources. Limited infrastructure and site improvements associated with development retail, commercial, or office facilities, such as rough grading and bringing utilities to (but not on) the site, are eligible activities with prior HUD approval. You may request an amount not to exceed 15 percent of the total Choice Neighborhoods grant to pay the costs of non-housing capital costs as described above for Critical Community Improvements.

- L. **Supportive Services.** The Grantee must plan for and provide current public and assisted housing residents, relocated public and assisted housing residents, and returning and new public and assisted housing residents with supportive services for the term of the Grant Agreement. Supportive Services programs and services must be carefully planned so that they will be sustainable after the Choice Neighborhoods grant period ends. The Grantee is responsible for tracking and providing Supportive Services programs and services to baseline and revitalization development residents. Baseline residents are those residents that lived in the targeted redevelopment site at the time of application for this Choice Neighborhoods grant. The grantee and HUD will also work together to track the experiences and changing characteristics of revitalization development residents who live at the revitalized site. Supportive Services activities must be well integrated with the physical development process, both in terms of timing and the provision of facilities to house on-site service and educational activities. The Grantee should provide final outcomes and metrics on Supportive Services as identified in the Transformation Plan. The Grantee will report to HUD on those outcomes and measure progress using those metrics as discussed in Article XII. HUD will use these reports to determine if the Grantee has met their supportive service requirements as listed in their Transformation Plan. To the extent that the Grantee proposed Supportive Services to the surrounding neighborhood residents as part of the application, public housing and HUD assisted housing resident Supportive Services should be tracked in the same way or as proposed in the application.

1. **Funding.** Consistent with sections 24(d)(1)(L) and 24(j)(3) of the 1937 Act and the Choice Neighborhoods Implementation NOFA, the Grantee may use an amount up to 15 percent of the total Choice Neighborhoods Grant to pay the costs of community and supportive service programs. The Grantee may spend additional sums on community and supportive services programs using donations, HUD funds made available for that purpose, or other Grantee funds.
 2. **Supportive Services Endowment Trust.** The Grantee may deposit up to 15 percent of the Choice Neighborhoods Grant amount (the maximum amount of the grant allowable for Supportive Services programs) into an endowment trust to provide Supportive Services activities (the “Endowment Trust”).
 - a. The Grantee may not draw down funds provided under this Grant Agreement for deposit into an Endowment Trust until it has a HUD-approved Endowment Trust plan and has executed with HUD an addendum to this Grant Agreement (the “Choice Neighborhoods Endowment Trust Addendum”), as directed by HUD. The Choice Neighborhoods Endowment Trust Addendum establishes the requirements governing the establishment, operation, and management of an Endowment Trust.
 - b. In reviewing the amount of the Grantee’s proposed allocation of Choice Neighborhoods Grant funds to an Endowment Trust, HUD will take into account the Grantee’s demonstrated ability to pay for current Supportive Services activities with Choice Neighborhoods or other funds, and the projected long-term sustainability of the Endowment Trust to carry out such activities.
 - c. Endowment Trust funds (including any non-Choice Neighborhoods funds donated or otherwise made available to the Endowment Trust, and any interest earned on Choice Neighborhoods and non-Choice Neighborhoods funds) may only be used for eligible and necessary Supportive Services activities.
 3. Although targeted housing residents must be the primary beneficiary of Supportive Services, Supportive Services provided to the surrounding neighborhood residents, beyond public and HUD assisted housing residents, are an eligible use of funds.
- M. Administration, Fees and Costs.** Reasonable costs for administration, planning, technical assistance, and fees and costs, as established by the Cost Control and Safe Harbor Standards guidance dated April 9, 2003, or successor document. These costs are limited to the costs of implementing the Transformation Plan, as specifically approved by HUD, such as fees for architectural and engineering work, program management (if any), and reasonable legal fees. You may not use Choice Neighborhoods Implementation Grant funds to pay for any implementation activities carried out on or before the date of the letter announcing the award of the Choice Neighborhoods Grant.
- N. Right of Return.** Each tenant who wishes to return to the on-site or off-site replacement housing may return if the tenant was lease-compliant at the time of departure from the housing prior to relocation and continued to remain lease-compliant during the relocation period. This is a Choice Neighborhoods program requirement and not related to benefits provided in accordance with the URA. A returning tenant shall be provided a preference for occupancy of on-site or off-site replacement units before such units are made available to any

other eligible households. Accordingly, the Housing plan must provide an adequate number of replacement units that can be occupied by households with incomes up to 80 percent AMI (e.g. units that are not limited by another funding source such as LIHTC equity that has a lower income limit). The tenant also has the option not to occupy a replacement unit and may retain tenant-based voucher assistance, subject to appropriations and availability, provided under section 8(o) of the United States Housing Act of 1937 for relocation from the properties revitalized under this Grant Agreement. These preferences are retained even if the resident has already received permanent relocation benefits. This preference applies to residents that were relocated due to the redevelopment activity and remains available until the initial lease-up of the new units. Residents that voluntarily move prior to relocation do not have this right to return preference. Prior written approval for any new tenant-based voucher assistance, including but not limited to Tenant Protection Vouchers, is required prior to Grantee obtaining voucher assistance. If a household is “rightsized” (e.g. splits into two separate households) through the relocation resulting from Choice Neighborhoods, the original head of household will have the right to return. Once all of the original heads of household have been housed, the Grantee is required to offer the second household any units that are available. If no units are available, then the second household will be moved to the top of the waiting list. Both the original household and the second household are required to be lease-compliant at the time of relocation and throughout relocation.

O. Site and Neighborhood Standards for Replacement Housing.

1. Grantee’s Election of Requirements. A Grantee, at its election, separately regarding each site it proposes, will comply with the development regulations regarding Site and Neighborhood Standards (24 CFR § 905.602), or with the Site and Neighborhood Standards contained in this Article.
2. On-Site Replacement Housing (i.e. on the target housing site and/or in the target neighborhood). Because the objective of the Choice Neighborhoods program is to alleviate distressed conditions at the targeted development and in the target neighborhood, replacement housing under Choice Neighborhoods that is located within the target neighborhood will not require approval by HUD under Site and Neighborhood Standards.
3. Off-site Replacement Housing (i.e., outside of the target neighborhood but within the metropolitan area up to 25 miles from the target housing site). Replacement housing outside the target neighborhood must:
 - a. offer access to economic opportunities and public transportation and be accessible to social, recreational, educational, commercial, health facilities and services, and other municipal services and facilities that are comparable to those that will be provided in the target neighborhood; and
 - b. be located neither in areas of minority concentration nor in areas with a poverty rate above 40 percent. A neighborhood of minority concentration is a Census tract or other defined geographic area in which the percentage of residents who are racial or ethnic minorities is at least 20 percentage points higher than the percentage of minority residents in the Metropolitan Statistical Area (MSA) (or jurisdiction not in a

MSA) as a whole. In MSAs (or jurisdictions not in MSAs) in which the majority of residents are racial or ethnic minorities, HUD will consider and rely on all relevant information to determine whether the neighborhood proposed for replacement housing will lead to the creation of more inclusive and integrated housing in opportunity-rich neighborhoods.

- P. **Research and Evaluation Cooperation.** HUD and its contractors shall perform research and evaluation activities on the Choice Neighborhoods program, including interviews with the Grantee and community, review of grantee documents and data, surveys of assisted households and neighborhood residents, and documentation of changing physical conditions in the buildings and neighborhood. The Grantee shall make all reasonable efforts to cooperate with HUD and its contractors in carrying out these activities, including but not limited to facilitating interviews of Grantee's staff and partners, providing HUD's contractor with access to observe community meetings; to data systems, documents, and assisted and public housing residents; and to buildings for conducting physical inspections.
- Q. **Operation and Management Principle and Policies, and Management Agreement for PHAs.** Grantee must develop a Management Agreement that describes their operation and management principles and policies for their public housing units. Grantees and their procured property manager, if applicable, must comply (to the extent required) with the provisions of 24 CFR part 966 in planning for the implementation of the operation and management principles and policies described below.
1. Rewarding work and promoting family stability by promoting positive incentives such as income disregards and ceiling rents;
 2. Instituting a system of local preferences adopted in response to local housing needs and priorities, e. g., preferences for victims of domestic violence, residency preferences, working families, and disaster victims. Note that local preferences for public housing must comply with Fair Housing requirements at 24 CFR 960.206. No preference should lead to disparate negative impact on any Fair Housing Act protected class;
 3. Lease requirements that encourage self-sufficiency by promoting involvement in the resident association, performance of community service, participation in self-sufficiency activities, and transitioning from public housing;
 4. Implementing site-based waiting lists that follow project-based management principles for the redeveloped public housing. Note that site-based waiting lists for public housing must comply with Fair Housing requirements at 24 CFR 903.7(b)(2);
 5. Strictly enforcing lease and eviction provisions;
 6. Implementation of defensible space principles and the installation of physical security systems such as surveillance equipment, control engineering systems, etc. to improve the safety and security of residents;

7. Enhancing ongoing efforts to eliminate drugs and crime from neighborhoods through collaborative efforts with federal, state, and local crime prevention programs and entities.
- R. Lobbying. The Grantee hereby certifies that no funds provided under this Grant Agreement will be expended for lobbying activities, as prohibited by Section 319 of Public Law 101-121 (which prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government), and implemented for HUD at 24 CFR part 87, as the same may be amended from time to time. The Grantee will disclose promptly any commitment or expenditure of non-appropriated funds for lobbying activities if those activities would be prohibited if paid with appropriated funds.

ARTICLE V. Changes to the Transformation Plan

- A. Changes Requiring Prior HUD Approval. If the following activities in the application are to be modified or amended, the Grantee must request and obtain prior written HUD approval:
1. the Program Schedule. The Grantee must inform HUD immediately, in writing, of any problems, delays or adverse conditions that will impair materially the Grantee's ability to comply with the Program Schedule, and include a statement of action taken, or proposed to be taken, and any assistance needed to resolve the situation. HUD must approve any proposed changes to the Program Schedule that would modify any date or time period.
 2. the form of program oversight or governance;
 3. the overall strategy for community involvement;
 4. the approved disposition;
 5. the approved demolition;
 6. the Housing plan, including the total number of housing units to be developed or rehabilitated (whether or not there is an associated budgetary revision requiring prior approval), the unit mix, the location of housing, the design, or any other changes that materially affect the Transformation Plan;
 7. the plan for Critical Community Improvements projects;
 8. changes in any Choice Neighborhoods Budget or phase budget that propose an increase or decrease in any line item, except as permitted by Article VI;
 9. an extension of the period of availability of the Choice Neighborhoods Grant funds provided under this Grant Agreement, not to go beyond the statutory timeframes;

10. changes in the entities or individuals, including any key partners specified in the Transformation Plan as having key responsibilities for carrying out the Transformation Plan (or any component(s) of the Transformation Plan). Subgranting, subcontracting or otherwise obtaining the services of a third party to perform activities that are central to the purposes of the Transformation Plan will constitute such a change in entities or individuals; and
11. changes requested by a subgrantee that relate to any of the itemized categories listed in paragraph (A) of this Article.

B. **Changes Requiring Grant Agreement Amendment.** For the following types of revisions to the Transformation Plan, the Grantee must submit a written request to HUD and must receive HUD's written authorization prior to making any such changes:

1. change in the total dollar amount of the grant; and/or
2. change in the Development for which funds provided under this Grant Agreement are made available.

Upon HUD's written approval, the change will be implemented by the execution of an amendment to this Grant Agreement and shall consist of a revised Form HUD-1044 if there is a change in the dollar amount of the grant.

C. **Waiver Requests.**

1. **Standard for Approval.** The activities to be conducted under this Grant Agreement are subject to the terms of this Grant Agreement and the Choice Neighborhoods Requirements. Nevertheless, HUD seeks innovative solutions under the Choice Neighborhoods Program to the long-standing problems of severely distressed public and assisted housing developments located in neighborhoods of concentrated poverty, and will consider granting a waiver of specific regulatory requirements, provided that:
 - a. such a waiver would be consistent with applicable statutory requirements; and
 - b. the Grantee is able to demonstrate good cause to support HUD's granting of such a waiver.
2. **Waiver Request Procedure.** If the Grantee wants HUD to approve a waiver of a regulatory requirement, it must submit a request with sufficient information and justification to enable HUD to make a determination of good cause for granting any such request to deviate from existing regulations. Until such time as the Grantee requests and HUD, in its discretion, approves any such requests in writing, the Grantee does not have authority to implement the activities described in the Choice Neighborhoods Application to which the request for approval applies (or for which a request for approval is needed).

ARTICLE VI. Choice Neighborhoods Budget and Funding Requests

- A. **Budget.** The Grantee must ensure that funds provided under this Grant Agreement are expended in accordance with the Choice Neighborhoods Requirements and a Choice Neighborhoods Budget. Each Grantee must submit to HUD for approval a Choice Neighborhoods Budget as part of the Post Application Submissions. The Choice Neighborhoods Budget allocates ALL Choice Neighborhoods Grant funds into Budget Line Items. The Choice Neighborhoods Budget will serve as the primary budget and may be subject to revision.
- B. **Budget Form.** Each budget submitted in accordance with paragraph (A) of this Article must be submitted on the Choice Neighborhoods Implementation Grants Budget Form (form HUD-53236). Part I must be signed and dated by the Lead Grantee, and Part II must include a detailed description of the uses of the funds. Grantees should also track their leveraged fund expenditures and maintain this information on file should HUD request it.
- C. **Pre-Grant Agreement Execution Costs.** After the execution of this Grant Agreement, the Grantee may include in its Choice Neighborhoods Budget, and the Grantee may draw down funds for, costs that were incurred prior to execution of this Grant Agreement, provided that such costs were incurred after the Grant Award Date, are directly associated with the activities to be funded under this Choice Neighborhoods Grant, and are approved as reasonable and eligible by HUD.
- D. **Predevelopment Costs.**
1. **Funding Requests.** The Grantee may request a Choice Neighborhoods Grant funds for predevelopment costs by submitting the Choice Neighborhoods Budget to HUD. Funds may be drawn down for eligible Predevelopment Costs (as defined in subparagraph (2) below), subject to receiving HUD approval and the requirement for an environmental review in accordance with the provisions of this Grant Agreement.
 2. **Eligible Predevelopment Costs.** Eligible predevelopment costs (“Predevelopment Costs”) may include funds for:
 - a. administration costs related to having additional and/or existing staff work on the Choice Neighborhoods Grant;
 - b. fees and costs related to procuring goods and services from third parties in connection with eligible predevelopment activities such as architectural and engineering (A&E) fees;
 - c. resident relocation;
 - d. supportive services costs, including costs dedicated to case management and services;
 - e. costs associated with carrying out environmental reviews, in accordance with 24 CFR § 58.23; and
 - f. site remediation and demolition costs, provided that HUD has notified the Grantee in writing of the approval.
 3. **Predevelopment Funds.** Upon review and approval of the Choice Neighborhoods Budget as described in this Article, HUD will make the approved predevelopment funds

available to the Grantee for drawdown in LOCCS. The Grantee will ensure that the funds are expended in conformance with the HUD-approved Predevelopment Budget.

- E. Program Income. Program Income is defined in 2 CFR § 200.80, or successor regulation. If the Grantee receives program income:
1. prior to grant closeout program income from repayment of loans, sale of homeownership units, and/or other sources:
 - a. must be reinvested in the Development or neighborhood and used for Choice Neighborhoods eligible purposes, unless otherwise approved by HUD; and
 - b. must be used for eligible activities authorized under this Grant Agreement before the Grantee may draw down additional cash payments from the Choice Neighborhoods Grant.
 2. after grant closeout, program income from repayment of loans, sale of homeownership units, and/or other sources the program income must be reinvested in the Development or neighborhood and used for Choice Neighborhoods eligible purposes. Before the grant is closed out, Grantee will provide a plan to HUD for how program income will be reinvested, in a form and substance that is acceptable to HUD. HUD will determine with the Grantee what the sources of program income are.

The language of this provision, article VI (E)(2), shall survive grant close-out and termination of this Grant Agreement.

ARTICLE VII. Project Drawdowns

- A. LOCCS Payment System. Consistent with 2 CFR Part 200, the Grantee will request all drawdowns of Choice Neighborhoods Grant funds under the Line of Credit Control System (e-LOCCS), unless and until another payment system is designated by HUD. The Grantee will comply with all rules, guidelines, and notices established for Choice Neighborhoods under LOCCS, or any substitute system, in connection with any drawdown of Choice Neighborhoods Grant funds. If HUD designates a different payment system, it will be based upon the provisions of 2 CFR § 200.305.
- B. Drawdowns.
1. The Grantee may draw down Choice Neighborhoods Grant funds for a Budget Line Item (BLI) in an amount up to 100 percent of the amount of that BLI that HUD has approved and made available for drawdown.
 2. Any request for funds in excess of 10 percent of the entire grant amount in any month must be approved by HUD. The Grantee must submit copies of the invoices supporting the drawdown amount to the Team Coordinator for review.
- C. Drawdown Consequences of Default.

1. **Withholding of Payments.** HUD may withhold payments in accordance with 24 CFR § 200.338.
2. **Grantee Representations.** Each drawdown request by the Grantee will constitute, and be deemed to be, a representation that the Grantee is not in default under this Grant Agreement (except as the Grantee previously may have disclosed to HUD in writing).
3. **Overdue Reports.** HUD may elect to suspend draws under this Grant Agreement during any period in which the Grantee has failed to file with HUD any quarterly report.

ARTICLE VIII. Matching and Leveraged Funds

- A. **Match Requirements.** In accordance with section 24(c) of the 1937 Act (42 U.S.C. 1437v(c)),
 1. Grantee must have secured a match in the amount of 5 percent of the grant amount in cash or in-kind donations.
 2. **Additional Supportive Services Match.** The lesser of that provided for in your Transformation Plan or up to 15 percent of the Choice Neighborhoods grant may be used for supportive services activities. However, if the Grantee is using more than 5 percent of the grant funds for supportive services activities, funds (cash or in-kind donations) from sources other than Choice Neighborhoods must be secured for the amount between 5 and 15 percent of the grant that Grantee will use for supportive services activities. These resources must be NEW commitments in order to be counted for match.
- B. **Match Donations and Leverage Resources.** Grantee shall keep documentation on matching and leveraged funds during the term of this Grant Agreement and shall provide this documentation in a format acceptable to HUD upon request by HUD, until the closeout of this grant. The documentation should show that the funds are secured and the Grantee should keep records showing how those funds have been expended over time.

ARTICLE IX. Grantees, Subgrantees and Contractors

- A. **General Grantee Responsibilities.**
 1. **Implementation Team.** The Grantee agrees to promptly assemble a competent implementation team, if you have not already, to assist in working with the Grantee's partners and coordinating all phases of the implementation process.

2. Choice Neighborhoods Requirements. The Grantee shall ensure that any entity to which it makes grant funds available will comply with the Choice Neighborhoods Requirements.
3. Required Certifications.
 - a. The Grantee must ensure that all subgrantees and contractors execute an original document in the form of Exhibit A to this Grant Agreement at the time the Grantee executes any contract with any subgrantee or contractor to provide goods or services under this Grant Agreement. The Grantee will retain the executed original certificate together with the executed contract documents.
 - b. Grantees that are public housing authorities (PHA Grantee) must ensure that the requirements contained in the General Conditions for Non-Construction Form (Form 5370-C) are included in any solicitation in connection with non-construction contracts that will be made by the PHA Grantee and paid for with assistance under this Grant Agreement. Such conditions must also be included in any non-construction contract entered into by the PHA Grantee.
 - c. Certifications required by 2 CFR 200.415.

B. Administrative Requirements for Grantees. Public housing authority, local government, Indian tribe, and non-profit entity grantees are subject to 2 CFR Part 200.

C. Administrative Requirements for Subgrantees and Related Agreements

1. Public housing authority, local government, Indian tribe, and non-profit subgrantees are subject to the requirements of 2 CFR Part 200.
2. For-profit subgrantees are subject to the requirements of 2 CFR Part 200, Subparts A-E. The Grantee is responsible for establishing audit requirements consistent with 2 CFR 200.501(h).
3. Suspension and Debarment. Grantees are subject to the requirements of 2 CFR 200.212.
4. Grantee Responsibilities Regarding Subgrantees. Grantees will be responsible for:
 - a. ensuring that subgrantees are aware of the requirements imposed upon them by Federal statutes, regulations, and this Grant Agreement;
 - b. ensuring that all subgrant agreements include any clauses required by Federal statutes and their implementing regulations and executive orders; and;
 - c. monitoring subgrantees' performance to ensure compliance with this Grant Agreement.

D. Administrative Requirements for Contractors and Subcontractors and Related Contracts.

1. Grantee Responsibilities Regarding Contractors and Subcontractors. Grantees that are subject to 2 CFR Part 200 as described in (B)(1) of this Article will be responsible for the following:

- a. Grantee shall obtain the services of a for-profit entity through a competitive procurement under 2 CFR Part 200. However, if the Grantee can demonstrate to HUD that the services to be provided by the for-profit entity can be obtained only from that one source, the Grantee may request HUD approval to select the entity under a sole-source procurement in accordance with 2 CFR 200.230(f).
 - b. Consultant Services. Grantees shall obtain consultant services provided under an independent contractor relationship pursuant to 2 CFR Part 200.
2. Trigger for the Submission of Contracts. Contract documents must be submitted to HUD for prior approval if required by 2 CFR Part 200, Subpart D, or if requested by HUD. Any modification of such contracts is also subject to HUD's written approval before execution.
 3. Debarred or Suspended Parties. Grantees must comply with 2 CFR 200.212.

ARTICLE X. No Third Party Rights

The Grantee and HUD are the sole parties to this Grant Agreement and do not intend to create any third party beneficiaries to this Grant Agreement. Nothing in this Grant Agreement may be construed as conferring the status of third party beneficiary upon the residents; and in no event shall any entity other than the Grantee have direct rights to the Choice Neighborhoods funds provided for under this Grant Agreement.

ARTICLE XI. Conflict of Interest

- A. Prohibition. The Grantee shall comply with the conflict of interest requirements in 2 CFR 200.318. No person who is an employee, agent, officer, or elected or appointed official of the Grantee or member of his immediate family and who exercises any functions or responsibilities with respect to activities assisted under this Choice Neighborhoods Grant may have a direct interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder.
- B. HUD-Approved Exception.
 1. Standard. HUD may grant an exception to the prohibition in paragraph (A) of this Article on a case-by-case basis when it determines that such an exception will serve to further the purposes of Choice Neighborhoods and its effective and efficient administration.
 2. Procedure. HUD will consider granting a regulatory waiver only after the Grantee has provided a written request which provides a disclosure of the nature of the conflict, accompanied by:
 - a. an assurance that there has been public disclosure of the conflict;
 - b. a description of how the public disclosure was made; and

- c. an opinion of the Grantee's attorney that the interest for which the exception is sought does not violate State or local laws.
3. Consideration of Relevant Factors. In determining whether to grant a requested exception under paragraph (B) of this Article, HUD will consider the cumulative effect of the following factors, where applicable:
 - a. whether the exception would provide a significant cost benefit or an essential degree of expertise to the Transformation Plan that would otherwise not be available;
 - b. whether an opportunity was provided for open competitive bidding or negotiation;
 - c. whether the person affected is a member of a group or class intended to be the beneficiaries of the Transformation Plan and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - d. whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process, with respect to the specific activity in question;
 - e. whether the interest or benefit was present before the affected person was in a position as described in paragraph (A) of this Article;
 - f. whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - g. any other relevant considerations.

ARTICLE XII. Reporting Requirements

A. Quarterly Report.

1. The Grantee will submit to HUD a Quarterly Report as prescribed by HUD in accordance with the schedule established by HUD, presently 21 calendar days after the end of each quarter, with the first report due after the quarter ending September 30, 2019. In the Quarterly Report the Grantee will report at a minimum the progress of their grant, including but not limited to progress against their schedule and budget, expenditures to date, a narrative statement on their progress, progress on priority outcomes as described in the Choice Neighborhoods Implementation NOFA, progress against the priority metrics identified by HUD, and description of financing secured to date for implementation. The Grantee should also include, as appropriate, best practices and lessons learned from the date of the prior Quarterly Report. Upon expenditure of all Choice Neighborhoods grant funds, grantees must continue to report on all metrics in the Inform system, or its successor, quarterly and annually, through the first quarter of the next calendar year. After that first quarter, grantees must continue to report quarterly on certain Housing, Neighborhood, and People metrics until all housing units (replacement and non-replacement) included in the Housing Plan are complete. Upon completion of all housing units, Grantees will no longer be required to report in Inform.

2. Failure to submit to HUD a timely Quarterly Report will result in a suspension of Choice Neighborhoods Grant funds in LOCCS until such time as the report is received and approved by HUD, and/or any other default remedy authorized by Article XIV.
- B. Obligations and Expenditures. The Grantee must enter cumulative obligation and expenditure data into LOCCS by the due dates established by HUD, whether or not there has been any change in the cumulative amounts since the end of the last quarter.
- C. End of Grant Report. Grantees are required to submit an end of grant report which discusses their overall success in transforming the target neighborhood and supporting positive outcomes for residents and reproducible before and after photographs. The final report must be submitted to HUD by April 30 of the year following the September grant expenditure deadline.
- D. Program Income Reporting. Until all housing units in the Housing Plan are complete, grantees must submit an annual Program Income Report to HUD by September 30 of each year identifying all sources and uses of Program Income. Upon completion of all housing units, the Grantee will no longer be required to submit a Program Income Report; however, for the remainder of the 15-year program income period, HUD reserves the right to request an accounting of Program Income funds.
- E. Additional Information Requests. Subject to paragraph (D) of this Article, the Grantee will comply with all other reporting requirements from time to time established by HUD, in its sole discretion, in connection with the Choice Neighborhoods Program. The Grantee will:
1. fully cooperate with all reasonable information gathering requests made by HUD or contractors of HUD in the course of authorized evaluations of the Choice Neighborhoods Program; and
 2. submit a final Transformation Plan report when the Transformation Plan has been completed that details the number of units produced, the status of people outcomes, and any other metrics that HUD prescribes.
- F. Additional Requirements. The Grantee agrees to comply with all other terms and conditions HUD may establish to administer, monitor, or evaluate the Choice Neighborhoods Program in an effective and efficient manner. Notwithstanding the foregoing, however, except as provided in Article XIV, HUD hereafter will not establish any additional terms and conditions without:
1. consideration of the burden imposed on the Grantee by such conditions or requirements;
 2. consideration of the availability of less burdensome conditions or requirements; and
 3. in the case of a term or condition applicable solely to the Grantee, consulting in advance with the Grantee.

ARTICLE XIII. Technical Assistance

- A. **Site Visits.** The Grantee acknowledges and agrees that HUD, or its designees, may conduct site visits and inspections as deemed necessary by HUD based upon the Grantee's needs in implementing the Transformation Plan or the needs of the Choice Neighborhoods Program. Technical assistance site visits may be provided by HUD or its designees:
1. in response to requests from the Grantee; or
 2. based upon demonstrated needs of the Choice Neighborhoods Program; or
 3. as provided in paragraph (B) of this Article.
- B. **HUD Assessment.** HUD representatives will visit the site and make an assessment of any technical assistance and/or training that the Grantee may require for the implementation of the Transformation Plan. HUD will consult with the Grantee in determining the Grantee's specific technical assistance and training needs and will carry out subsequent on-site assessments as necessary.
- C. **Technical Assistance Provider.** If HUD determines, in its discretion, that technical assistance and/or training is necessary for the implementation of the Transformation Plan, it will assign a technical assistance provider to work with the Grantee for this purpose.
- D. **Grantee Training/Technical Assistance.** The Grantee agrees to use its best efforts to attend any training and to accept any technical assistance provided or sponsored by HUD.

ARTICLE XIV. Unsatisfactory Performance/Default

- A. In accordance with Section 24(i) of the 1937 Act, if the Grantee defaults under this grant agreement, HUD may withdraw any unobligated grant amounts and may pursue other actions as described in this Article. HUD shall redistribute any withdrawn amounts to one or more other applicants eligible for Choice Neighborhoods assistance or to one or more other entities capable of proceeding expeditiously in the same locality in carrying out the Transformation Plan of the original Grantee, subject to provisions of the appropriations law. This section applies to all Grantees regardless of their status as a government, PHA, for-profit, or other entity.
- B. **Default.** Each of the following events or occurrences, to the extent it constitutes a material breach or occurrence, may constitute a default by the Grantee under this Grant Agreement, as determined by HUD in its sole discretion:
1. use of funds provided under this Grant Agreement for any purpose, in any manner or at any time, other than as authorized by this Grant Agreement;

2. failure to comply with the Choice Neighborhoods Requirements or any other Federal, State, or local laws, regulations or requirements applicable in creating the Transformation Plan;
3. failure to make any submission under Article III, perform any obligation, or otherwise fail to proceed in a manner consistent with the Transformation Plan, (including, without limitation, failure to accomplish an activity by the date specified in the Program Schedule);
4. any material misrepresentation in any of the required submissions, including, without limit, any misrepresentations in any of the submissions required by Article III(B); or
5. failure to comply with, or any material breach of, any other requirements, conditions or terms of this Grant Agreement.

C. Notice of Default and Action(s) to Cure.

1. General. HUD will give the Grantee written notice of any default. The notice will give the Grantee the opportunity to cure such default within 30 days of the date of the notice, or to demonstrate within this time period, by submitting substantial evidence satisfactory to HUD, that it is not in default. If the default is not able to be cured within the 30-day period, the Grantee will demonstrate, to HUD's satisfaction, that the Grantee has taken actions necessary to cure the default and that the default is curable within 90 days from the date of the default notice. Additionally, the Grantee must agree to carry out such cure diligently and to complete the cure within the 90-day period.
2. Immediate Default. Notwithstanding the provisions of paragraph (C)(1) of this Article, HUD in its sole discretion may place the Grantee into immediate default for not being in compliance with its Program Schedule or for non-compliance with Choice Neighborhoods requirements once written notification of default has been provided to the Grantee. At that time, HUD may immediately begin imposing consequences of default, including specifically the suspension of draws of the Choice Neighborhoods grant.
3. Imminent Threat. Notwithstanding the provisions of subparagraph (C)(1) of this Article concerning the opportunity to cure defaults, if HUD reasonably determines that there is an imminent threat that the Grantee will expend additional Choice Neighborhoods Grant funds in violation of the provisions of this Grant Agreement, HUD may implement the remedial action provided for under subparagraph (C)(4)(i) of this Article to prevent any such unauthorized expenditure until such time as the Grantee has complied with the cure provisions set forth above. HUD will implement such remedial action by written notice set forth either in the notice of default given under paragraph (C)(1) of this Article or by subsequent written notice to the Grantee. An imminent threat is not an immediate default.
4. Consequences of Default. If the Grantee fails to cure all defaults specified in the notice of default within the time periods set forth in paragraph (C)(1) of this Article, or fails to

diligently pursue or complete any cure as provided in paragraph (C)(1), HUD may take any of the following remedial actions, upon written notice to the Grantee:

- a. requiring a Grantee in default to provide evidence to HUD of acceptable performance over such period of time as specified by HUD and to obtain written approval from HUD to proceed to the next phase of activities;
 - b. requiring additional, more detailed financial reports;
 - c. requiring additional project monitoring;
 - d. requiring the Grantee (or subgrantee) to obtain technical or management assistance;
 - e. establishing additional prior approvals;
 - f. require the Grantee, within a time period established by HUD, to prepare a revised Program Schedule, obtain HUD's approval thereto, and follow such revised Program Schedule to complete the activities under the Grant Agreement;
 - g. require the Grantee, within a time period established by HUD, to revise any activity under the Grant Agreement in order to successfully complete the activities under the Grant Agreement in a manner satisfactory to HUD, including, without limitation, exclusion or revision of affected activities, revision of the Choice Neighborhoods Budget as necessary, and substitution of other eligible activities;
 - h. require submission of additional documentation before any additional request for funds will be approved;
 - i. temporarily suspend the Grantee's authority to draw down Choice Neighborhoods Grant funds for affected activities, or at HUD's sole discretion for all activities, pending action to cure the defaults;
 - j. disallow use of Choice Neighborhoods Grant funds for all or part of the cost of the activity or action not in compliance;
 - k. recover amounts determined by HUD to have been improperly expended, including any property obtained by the Grantee with such grant funds;
 - l. require reimbursement by the Grantee for Choice Neighborhoods Grant funds determined by HUD to have been improperly expended;
 - m. make arrangements satisfactory to HUD, in its sole discretion, for use of an entity other than the Grantee to carry out activities assisted under the Grant Agreement, including requiring the Grantee to assign any outstanding contracts obligating grant funds to another entity.
5. Additional Enforcement Actions. If HUD determines that the remedial actions taken by HUD under paragraph (C)(4) of this Article have not been effective in curing the default, or if the Grantee has not complied with the requirements imposed by HUD under paragraph (C)(4) and has not otherwise cured the default, or if HUD exercises its discretion under subparagraph (C)(2) of this Article to institute any of the following actions, HUD may take any of the following remedial or enforcement actions (in addition to any of the remedies permitted under paragraph (C) of this Article upon written notice to the Grantee):
- a. reduce the Choice Neighborhoods Grant in the amount affected by the default;
 - b. terminate the Choice Neighborhoods Grant as to all further activities and initiate closeout procedures;
 - c. recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.

- i. If the basis for the Grantee's default is its failure to comply with the reasonable time periods established by HUD under Article III(D), HUD shall, in accordance with section 24(i) of the 1937 Act, and unless otherwise approved by HUD under paragraph (C)(3) of this Article, recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.
 - ii. If the Grantee fails to comply with the reasonable time periods established in Article III(D), HUD may take into account whether factors beyond the Grantee's control are the cause of the delay.
 - d. take action against the Grantee under 24 CFR part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards; and
 - e. take any other available legal or equitable remedial action, including, but not limited to, any remedial actions available under a PHA's ACC and/or premised on HUD's interest in the housing development established in the relevant Declaration of Trust or Declaration of Restrictive Covenants or housing assistance contract, as applicable.
6. Delinquent Federal Debts. Consistent with the purposes and intent of 31 U.S.C. 3720B and 28 U.S.C. 3201(e), Grantees with an outstanding federal debt must provide to HUD a negotiated repayment schedule which is not delinquent or have made other arrangements satisfactory to HUD. If arrangements satisfactory to HUD cannot be completed within 90 days of notification of selection, HUD will not make an award of funds to the Grantee, but offer the award to the next eligible Grantee. Applicants selected for funding, or awarded funds, must report to HUD changes in status of current agreements covering federal debt. If a previously agreed-upon payment schedule has not been adhered to or a new agreement with the federal agency to which the debt is owed has not been signed, the Grantee will be considered to be in default under this Agreement.

ARTICLE XV. Project Close-Out

- A. Termination of Disbursements Letter. Within 90 days after completion of all grant funded activities, the Grantee will initiate close-out, in accordance with procedures established by HUD, by submitting a Termination of Disbursements letter, which states that:
- 1. The Grantee has completed all activities to be performed using Choice Neighborhoods Implementation Grant funds.
 - 2. All requirements of the Grant Agreement have been met.
 - 3. All obligated Choice Neighborhoods grant funds have been disbursed; and
 - 4. The Grantee will abide by any continuing Federal requirements;

At HUD's option, the Grantee may delay initiation of close-out until the resolution of any HUD monitoring findings. If HUD exercises this option, the Grantee must promptly resolve the findings.

B. Preliminary Closeout Materials. The Grantee must submit the following Preliminary Close-Out Materials along with the Termination of Disbursements Letter:

1. Final Choice Neighborhoods Budget;
2. Actual Choice Neighborhoods Cost Certificate (Cost Certificate) (Form HUD-50163), which summarizes the information on the Financial Status Report and serves as the document that officially closes out the grant.
3. Program Income Plan. A Plan for the use of Program Income funds, which indicates the anticipated sources and uses of Program Income, must be submitted. Following close-out, Grantees must comply with the conditions of the Program Income Plan for a period of 15 years from the final approval date on the ACNCC. Funds from each source of Program Income must be tracked separately. Funds must be deposited in an interest-bearing account in an FDIC insured institution. During the 15-year period, no more than 10% of Program Income may be used for administrative purposes.
4. Supportive Services Sustainability Plan. Grantees must submit a Supportive Services Sustainability Plan, which discusses how supportive services for residents will be maintained after all Choice Neighborhoods funds have been expended. While HUD does not have a required format, see Attachment 2 for elements which should be addressed. Grantees who already have a HUD-approved Endowment Trust Plan do not need to submit a Supportive Services Sustainability Plan, unless additional information is requested by HUD.
5. Housing Plan and Schedule. Grantees must submit a brief narrative describing the status of their Housing Plan, including progress on the grantee's one-for-one unit or bedroom replacement requirement, as well as non-replacement units. The submission should include a chart which reflects the unit count and composition by phase.

C. HUD Review of Preliminary Close-Out Materials. HUD will review Preliminary Close-Out Materials to confirm that:

1. The amounts on the final Choice Neighborhoods Budget and Cost Certificate agree as to funds approved, obligated and expended.
2. The amount of funds approved and disbursed on the Cost Certificate agrees with HUD records in LOCCS.
3. If HUD disbursed more funds than the Grantee expended, the Grantee will immediately remit to HUD the excess funds, without waiting for completion of the final audit.
4. The Program Income Plan provides the requested information and complies with Program Income requirements of the Grant Agreement.

5. The Sustainability Plan provides the requested information and demonstrates a sound strategy for continuing to provide needed supportive services to residents.
 6. The Housing Plan and Schedule provides the requested information and demonstrates that the Grantee will be able to complete its housing obligations.
- D. Final Audit. Following HUD approval of the Preliminary Close-Out Materials, Grantees that are not for-profit entities must conduct a final audit of the Implementation Grant in accordance with the requirements of 2 CFR Part 200, Subpart F and forward the audit to HUD for approval. For-Profit Grantees must conduct a final audit of the Implementation Grant in accordance with 2 CFR 200.501(h) and forward the audit to HUD for approval.
- E. Cost Certificate. Upon receipt of the final audit, the designated HUD official will execute the Cost Certificate once HUD determines to its satisfaction that:
1. the expenditure of funds provided under this Grant Agreement was allowable and reasonable, as determined by the final audit;
 2. the activities to be completed using Choice Neighborhoods Grant funds were completed, as required by the Grant Agreement; and
 3. all Federal requirements were satisfied.
- F. Final Close-Out. Following execution of the Cost Certificate, any funds remaining in the Implementation Grant will be recaptured by HUD. A Post-Audit Date will be entered into LOCCS and the grant will be closed.
- G. Close-Out Procedures on the Choice Neighborhoods website. Grantees must follow the detailed Close-Out Procedures for the Choice Neighborhoods program, as posted to the Choice Neighborhoods website, including procedures for the Final Choice Neighborhoods Close-Out Approval.

ARTICLE XVI. Grant Award Date

The Grant Award Date is May 13, 2019. Except for Quarterly Reports, which are due according to the dates in Article XII, all deliverables in the Grant Agreement are based on the Grant Award Date.

ARTICLE XVII. Funding Obligation Date, Date of Funding Availability and Effective Date

The date of obligation of the funding to the Grantee under this Grant Agreement is the date HUD signed the form HUD-1044. The effective date of the Grant Agreement and date of fund

availability is the date that HUD signs the signature page of the Grant Agreement (See Article XIX).

ARTICLE XVIII. Points of Contact

Any correspondence related to this Grant Agreement should be directed to the following points of contact for HUD, the Lead Grantee, and any other Grantees:

For the U.S. Department of Housing and Urban Development:

Robert Mulderig
Acting Deputy Assistant Secretary, Office of Public Housing Investments
U.S. Department of Housing and Urban Development
451 7th Street, SW Room 4130
Washington, DC 20410

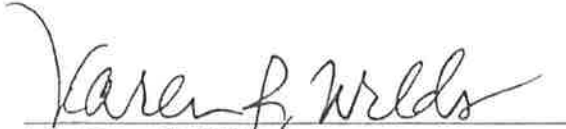
For the Lead Grantee:

Ms. Karen R. Wilds
Executive Director
Newport News Redevelopment and Housing Authority
P.O. Box 797
Newport News, VA 23607

For the Co- Grantee:

Ms. Cynthia D. Rohlf
City Manager
City of Newport News
2400 Washington Avenue
10th Floor, City Hall
Newport News, VA 23607

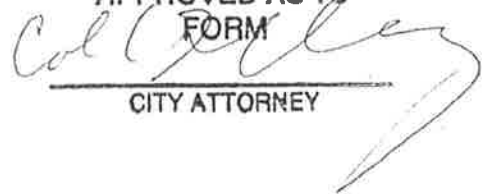
Article XIX. Signature Page



Ms. Karen R. Wilds
Executive Director
Newport News Redevelopment and Housing Authority



Ms. Cynthia D. Rohlf
City Manager
City of Newport News

APPROVED AS TO
FORM

CITY ATTORNEY



Dominique Blom
General Deputy Assistant Secretary
Office of Public and Indian Housing
U.S. Department of Housing and Urban Development

6/27/19
Date

Appendix A

Additional statutory, regulatory, and other requirements with which Grantee must comply as applicable include:

1. Fair Housing Certifications, as the same maybe amended from time to time, and any additional Fair Housing requirements that may become applicable:
 - A. the Fair Housing Act (42 U.S.C. §§ 3601-19) and regulations pursuant thereto 24 CFR part 100;
 - B. Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR part 107);
 - C. the fair housing poster regulations (24 CFR part 110) and advertising guidelines (24 CFR part 108);
 - D. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and regulations pursuant thereto (24 CFR part 1) relating to nondiscrimination in housing;
 - E. the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 CFR part 146);
 - F. the prohibitions against discrimination on the basis of disability, including requirements that the Grantee make reasonable modifications and accommodations and make units accessible, under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and regulations issued pursuant thereto (24 CFR part 8);
 - G. the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and its implementing regulation at 28 CFR part 36;
 - H. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto (24 CFR part 40);
 - I. Accessible Technology. The Rehabilitation Act Amendments of 1998 apply to all electronic information technology (EIT) used by a Grantee for transmitting, receiving, using, or storing information to carry out the responsibilities of any Federal grant awarded. It includes, but is not limited to, computers (hardware, software, word processing, email and web pages) facsimile machines, copiers and telephones. When developing, procuring, maintaining or using EIT, grantees must ensure that the EIT allows:
 - (1) Employees with disabilities to have access to and use information and data that is comparable to the access and use of data by employees who do not have disabilities; and
 - (2) Members of the public with disabilities seeking information or service from a grantee must have access to and use of information and data and comparable to the access and use of data by members of the public who do not have disabilities. If these standards impose on a grantee, they may provide an alternative means to allow the individual to use the information and data. No grantee will be required to provide information services to a person with disabilities at any location other than the location at which the information services are generally provided.

2. Finance and Accounting

- A. **Commingling of Grant Funds.** The Grantee agrees that, in its recordkeeping, it will not commingle Choice Neighborhoods Grant funds with funds from any other sources including, but not limited to, other HUD program funds or funds from other Federal, State or local government agencies. (Such other funds may be used to carry out the Transformation Plan, so long as they are not commingled in the Grantee's recordkeeping.)
- B. **Duplication of Funding.** The Grantee will ensure that Choice Neighborhoods Grant funds are not used to duplicate work that is funded with any other HUD funds, funds from any other Federal program, or from any other funding source identified under the Transformation Plan, and will establish controls to assure non-duplication of funding.

3. Suspension and Debarment. Grantees must comply with 2 CFR 200.213.

4. Recordkeeping

- A. **Recordkeeping Authorities.** The Grantee will comply with and be subject to all Federal recordkeeping requirements, including, but not limited to 2 CFR 200.333.
- B. **Recordkeeping Requirements.** Grantees must retain records in accordance with the requirements of paragraph (A) above, including, but not limited to:
 - (1) the amount and disbursement of funds received under this Choice Neighborhoods Grant, including sufficient records that document the reasonableness and necessity of each expenditure;
 - (2) the amount and nature of any other assistance, including cash, services, or other items contributed to assist in the development of the Transformation Plan or contributed as a condition of receiving this Choice Neighborhoods Grant; and
 - (3) any other proceeds received for, or otherwise used in connection with, the Transformation Plan.
- C. **Access to Records.** For the purpose of audit, examination, monitoring, and evaluation, the Grantee will give HUD (including any duly authorized representatives and the Inspector General) access, and will ensure that any participating party will give HUD such access, to any books, documents, papers, and records of the Grantee, or such participating party, that are pertinent to assistance received under this Choice Neighborhoods Grant or under the Transformation Plan, including all records required to be kept by paragraph (B) above.

5. Reporting

- A. **Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) (Transparency Act), as amended.** Please refer to www.fars.gov for complete information on requirements under the Transparency Act and OMB guidance.
- B. **Compliance with Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009 (Public Law 110-417), hereafter referred to as "Section 872."** OMB is in the process of issuing regulations regarding federal agency implementation of section 872 requirements.



Karen R. Wilds
Executive Director

March 8, 2021

Mr. J.D. Bondurant
Director Low Income Housing Tax Credit Program
Virginia Housing
601 S Belvidere St
Richmond, VA 23220

Kenneth D. Penrose, Jr.
Chairman
Lisa Wallace-Davis
Vice Chairman

William C. Black
George B. Knight
Lou Call
Barbara Holley

RE: Low-Income Housing Tax Credit Application – Choice Neighborhood III-R
600 Ridley Circle, Newport News, Virginia 23607
VH Number 2021-C-59 Land Donation Commitment Letter

Dear Mr. Bondurant,

The Newport News Redevelopment and Housing Authority (NNRHA) is the current owner of a certain real property, above-referenced, located in Newport News Virginia and granted an option to Choice Neighborhood III-R LLC for a portion of this site totaling, approximately 5.81 acres, for the construction and development of the – Choice Neighborhood III-R project.

Enclosed, you will find a legal description of the portion of the site to be developed completed by a surveyor. Additionally, we are hereby providing the City's 2020-21 tax assessment for the parcel. At 5.81 acres, this parcel represents 31.36% of the site to be subdivided, with a total land value of \$831,120,000

The land is being donated by NNRHA to the ownership entity, Choice Neighborhood III-R LLC in support of the 9% tax credit application and this letter is provided as supporting documentation for subsidized commitment of land values.

If you have any questions concerning this matter, please feel free to contact me.

Sincerely,

Karen R. Wilds
Executive Director

Enclosures: Legal Description
Exhibit A –Survey
City Tax Assessment



**RESOLUTION OF THE NEWPORT NEWS REDEVELOPMENT AND HOUSING
BOARD OF COMMISSIONERS CERTIFYING THE VALUE OF THE RIDLEY SITE TO
BE DEVELOPED BY CHOICE NEIGHBORHOOD III-R**

WHEREAS, the NNRHA owns property known as Ridley Place Public Housing,
and;

WHEREAS, Ridley Place is the subject of a Choice Neighborhood Implementation
(CNI) grant and is to be redeveloped, and;

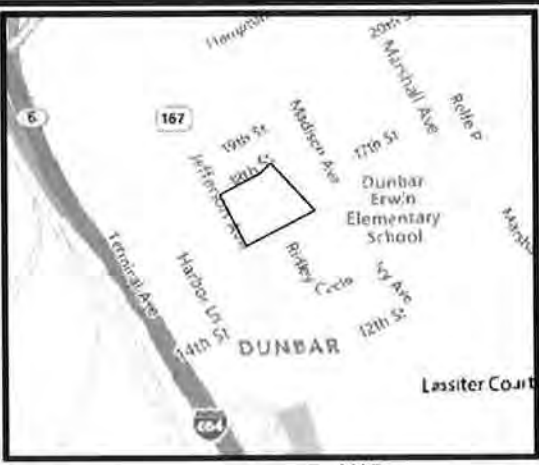
WHEREAS, the Authority is facilitating the implementation of the CNI plan through
the creation of the Choice Neighborhood III-R Development Corporation which will be
submitting an application for Low Income Housing Tax Credits and whereas it has been
determined that the approximate 5.81-acre site is worth \$831,120.

NOW THEREFORE BE IT RESOLVED that the subject site is certified to be valued
at \$831,120.

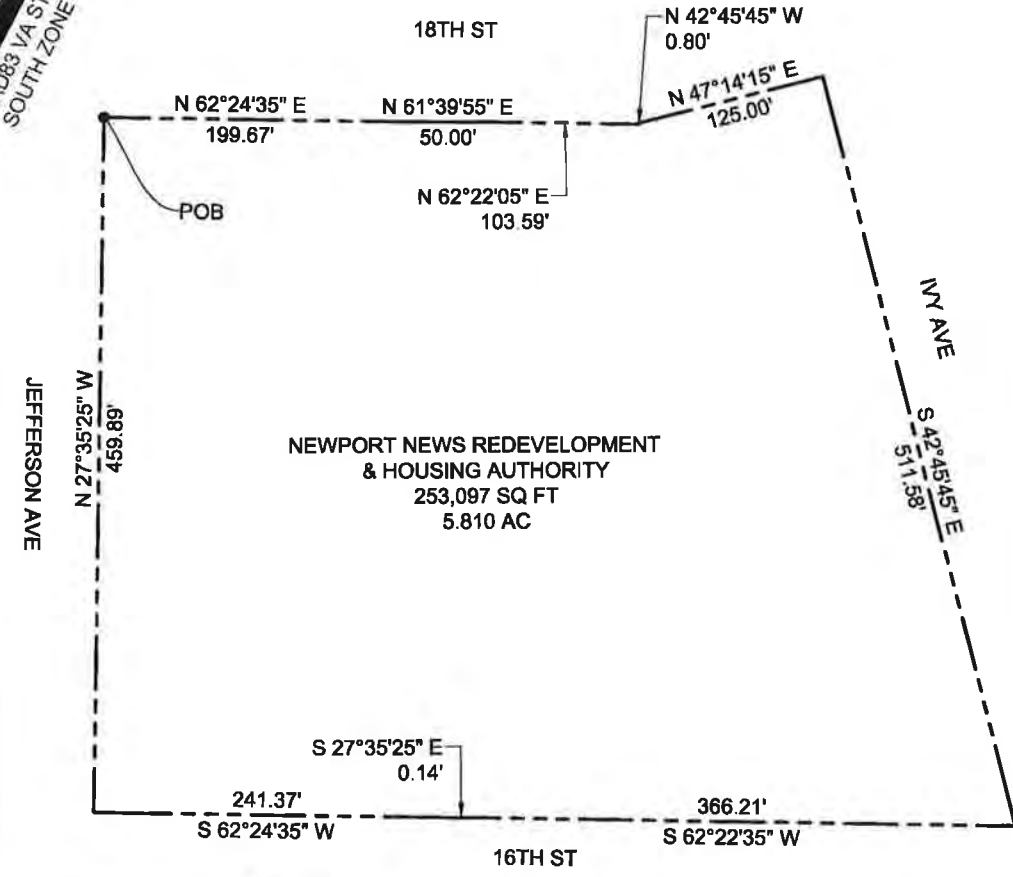
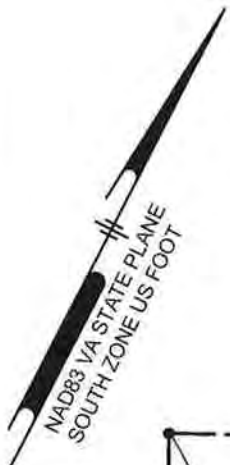
Choice Neighborhood III-R
Newport News, Virginia
Legal Description

Beginning at a point in the southeast corner of Jefferson Avenue at 18th Street, being the northwesterly corner of the Newport News Redevelopment and Housing Authority property, thence heading along 18th Street N 62° 24' 35" E, 199.67' along the southerly line of 18th Street to a point; thence N 61° 39' 55" E, 50.00' to a point; thence N 62° 22' 05" E, 103.59' to a point; thence N 42° 45' 45" W, 0.80' to a point; thence N 47° 14' 15" E, 125.00' to a point, which is the intersection of the said southerly line of 18th Street and the westerly line of Ivy Avenue; thence S 42° 45' 45" E, 511.58' to a point which is the intersection of the northerly line of 16th Street and the said westerly line of Ivy Avenue; thence along 16th Street S 62° 22' 35" W, 366.21' to a point; thence S 27° 35' 25" E, 0.14' to a point; thence S 62° 24' 35" W, 241.37' to a point, which is the intersection of the said northerly line of 16th Street and the Easterly line of Jefferson Avenue; thence along Jefferson Avenue N 27° 35' 25" W, 459.89' to the point of beginning, containing 253,097 square feet or 5.810 acres.

U:\ACCOUNTS\PROSE\PROSE20006 - RIDLEY PLACE FAMILY A TOPOGRAPHIC SURVEY\DESIGN\PROSE20006-EXHIBIT DWG PLOTTED: 26/2021 5:16:44 PM, BY: DANA FRAR, PLOTSTYLE: PENNONI NCS STR, PROJECT STATUS: ---



VICINITY MAP
NTS



PENNONI ASSOCIATES INC.
 349 Southport Circle, Suite 100
 Virginia Beach, VA 23452
 T 757 497 7472 F 757 497 0250

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

EXHIBIT "A"
NEWPORT NEWS REDEVELOPMENT
& HOUSING AUTHORITY
NORTH RIDLEY PLACE

PROJECT	PROSE20006/20007
DATE	2021-02-05
DRAWING SCALE	1"=100'
DRAWN BY	DCF
APPROVED BY	KBW
SHEET	1 OF 1



City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR

700 Town Center Drive, Suite 220

Newport News, VA 23606

Phone: 757-926-1926

Property Assessment History - 316000241

600 RIDLEY CIR

Tax Year	Land	Improvements	Total Assessment
2021	2,650,000	11,636,800	14,286,800
2020	2,650,000	10,446,100	13,096,100
2019	2,650,000	9,450,100	12,100,100
2018	2,650,000	8,650,000	11,300,000
2017	2,650,000	8,346,100	10,996,100
2016	2,650,000	8,812,600	11,462,600
2015	2,650,000	8,494,000	11,144,000
2014	2,650,000	8,053,200	10,703,200
2013	2,650,000	6,770,400	9,420,400
2012	1,987,500	7,530,600	9,518,100
2011	1,987,500	7,227,600	9,215,100
2010	1,987,500	7,441,800	9,429,300
2009	1,987,500	6,483,500	8,471,000
2008	1,987,500	5,677,000	7,664,500
2007	1,325,000	6,136,000	7,461,000
2006	1,325,000	6,041,200	7,366,200
2005	1,060,000	5,938,300	6,998,300
2004	1,060,000	5,171,100	6,231,100
2003	1,060,000	4,872,400	5,932,400
2002	1,060,000	4,780,300	5,840,300
2001	1,060,000	4,546,000	5,606,000
2000	1,060,000	4,550,100	5,610,100
1999	1,060,000	4,854,400	5,914,400
1998	1,060,000	4,827,300	5,887,300
1997	1,060,000	4,660,200	5,720,200
1996	1,060,000	4,046,000	5,106,000
1995	927,500	4,060,500	4,988,000
1994	927,500	4,297,500	5,225,000
1993	927,500	4,535,500	5,463,000
1992	927,500	4,884,400	5,811,900
1991	927,500	5,513,400	6,440,900



City of Newport News

OFFICE OF THE REAL ESTATE ASSESSOR
700 Town Center Drive, Suite 220
Newport News, VA 23606
Phone: 757-926-1926

Property Assessment History - 316000241 600 RIDLEY CIR

Tax Year	Land	Improvements	Total Assessment
1990	927,500	5,522,400	6,449,900
1989	662,500	5,783,400	6,445,900
1988	662,500	5,786,200	6,448,700
1987	662,500	5,767,300	6,429,800
1986	397,500	3,613,900	4,011,400
1985	397,500	3,613,900	4,011,400
1984	397,500	3,613,900	4,011,400

U

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



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

N.A.

V

Nonprofit or LHA Purchase
Option or Right of First
Refusal



Choice Neighborhood III-R

PURCHASE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT

THIS PURCHASE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT (“Purchase Agreement”) is made as of the 10 day of March, 2021, by and between **CHOICE NEIGHBORHOOD III-R LLC**, a Virginia limited liability company (the “Company”), **NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“Grantee”), and **CHOICE NEIGHBORHOOD III-R DEVELOPMENT CORPORATION**, a Virginia corporation (the “Manager”).

WHEREAS, the Company was formed to construct, develop, maintain, own, operate, lease, dispose of and otherwise deal with an apartment project to be known as Choice Neighborhood III-R located in Newport News, Virginia (the “Project”); and

WHEREAS, the Manager is wholly owned and controlled by Grantee; and

WHEREAS, Grantee has been and will be instrumental in the development of the Project; and

WHEREAS, the Project is or will be subject to one or more governmental agency regulatory agreements (collectively, the “Regulatory Agreement”) restricting its use to low-income housing and may become subject to a low-income use restriction (the “Special Covenant”) pursuant to the terms and conditions of this Purchase Agreement (such use restrictions under the Regulatory Agreement and any Special Covenant being referred to collectively herein as the “Use Restrictions”); and

WHEREAS, Grantee and the Manager desire to provide for the continuation of the Project as low-income housing upon termination of the Company by Grantee purchasing the Project at the applicable price determined under this Purchase Agreement and operating the Project in accordance with the Use Restrictions; and

WHEREAS, Grantee and the Manager have negotiated and required that the Company shall execute and deliver this Purchase Agreement in order to provide for such low-income housing.

NOW, THEREFORE, in consideration of the premises herein and the payment by the Grantee to the Company of Ten and 00/100 Dollars (\$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Option.** The Company hereby grants to Grantee an option (the “Option”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof, owned by the Company at the time of purchase (the “Property”), after the close of the fifteen (15) year compliance period for the low-income housing tax credits for the Project (the “Compliance Period”), as determined under section 42(i)(1) of the Internal Revenue code of 1986, as amended (the “Code”), on the terms and

conditions set forth in this Purchase Agreement and subject to the conditions precedent to exercise of the Option specified herein. The Project real estate is legally described in Exhibit A attached hereto and made a part hereof.

2. **Grant of Refusal Right.** In the event that the Company receives an offer to purchase the Project, Grantee shall have a right of first refusal to purchase the Property (the "Refusal Right") after the close of the Compliance Period on the terms and conditions set forth in this Purchase Agreement and subject to the conditions precedent to exercise of the Refusal Right specified herein. In addition to all other applicable conditions set forth in this Purchase Agreement, (a) the foregoing grant of the Refusal Right shall be effective only if Grantee is currently and remains at all times hereafter until (i) the Refusal Right has been exercised and the resulting purchase and sale has been closed, or (ii) the Refusal Right has been assigned to a Permitted Assignee described in Section 10 hereof, whichever first occurs, a governmental entity or qualified nonprofit organization, as defined in section 42(i)(7) and Section 42(h)(5)(C) of the Code, respectively, and (b) any assignment of the Refusal Right permitted under this Purchase Agreement and the Refusal Right so assigned shall be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee described in Section 10 hereof meeting the requirements of Section 42(i)(7)(A) of the Code. Prior to accepting any such bona fide offer to purchase the Property, the Company shall notify Grantee and the Manager of such offer and deliver to each of them a copy thereof. The Company shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Section 6 hereof.

3. **Purchase Price Under Option.** The purchase price for the Property pursuant to the Option shall be the greater of the following amounts, subject to the proviso set forth hereinbelow:

a. **Debt and Taxes.** An amount sufficient to (i) pay all debts (including Member loans) and liabilities of the Company upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Option, and (ii) distribute to the Members cash proceeds equal to the taxes projected to be imposed on the Members of the Company as a result of the sale pursuant to the Option; or

b. **Fair Market Value.** The fair market value of the Property, appraised as low-income housing to the extent continuation of such use is required under the Use Restrictions, any such appraisal to be made by a licensed appraiser, selected by the Company's regular certified public accountants, who is a member of the Master Appraiser Institute and who has experience in the geographic area in which the Project is located, provided, however, that if prior to exercise of the Option, the Internal Revenue Service (the "Service") has issued a revenue ruling or provided a private letter ruling to the Company, or tax counsel to the Company has issued an opinion letter concluding that property of the nature and use of the Property may be sold under circumstances described in this Purchase Agreement at the greater of the price determined under Section 42(i)(7) of the Code or the price determined under subsection 3.a. hereinabove without limiting tax credits or deductions that would otherwise be available to members of the Company, then the Option price shall be such price.

4. **Purchase Price Under Refusal Right.** The purchase price for the Property pursuant to the Refusal Right shall be equal to the sum of (a) an amount sufficient to pay all debts (including member loans) and liabilities of the Company upon its termination and liquidation as project to occur immediately following the sale pursuant to the Refusal Right (but excluding indebtedness incurred within the five year period ending on the date of sale, as specified in Code §41(i)(7)(B)(i)), and (b) an amount sufficient to distribute to the Members cash proceeds equal to the taxes projected to be imposed on the Members of the Company as a result of the sale pursuant to the Refusal Right.

5. **Conditions Precedent.** Notwithstanding anything in this Purchase Agreement to the contrary, the Option and the Refusal Right granted hereunder shall be contingent on either (i) the Regulatory Agreement shall have been entered into and remained in full force and effect, and those Use Restrictions to be contained therein shall have remained unmodified without its prior written consent, or (ii) if the Regulatory Agreement is no longer in effect due to reasons other than a default thereunder by the Company, such Use Restrictions, as so approved and unmodified, shall have remained in effect by other means and shall continue in effect by inclusion in the deed as required under paragraph 10 hereof.

If any or all of such conditions precedent have not been met, the Option and the Refusal Right shall not be exercisable. Upon any of the events terminating the Manager as Manager of the Company or affecting the Regulatory Agreement as described in this Section 5, the Option and the Refusal Right shall be void and of no further force and effect.

6. **Exercise of Option or Refusal Right.** The Option and the Refusal Right may each be exercised by Grantee by (a) giving prior written notice of its intent to exercise the Option or the Refusal Right to the Company and each of its Members in compliance with the requirements of this Section 6 and (b) complying with the contract and closing requirements of Section 8 hereof. Any such notice of intent to exercise the Option shall be given during the last twelve (12) months of the Compliance Period. Any such notice of intent to exercise the Refusal Right shall be given within one hundred eighty (180) days after Grantee has received the Company's notice of a bona fide offer pursuant to Section 2 hereof. In any case, the notice of intent shall specify a closing date within one year following the date of such notice, but in no event earlier than the termination of the Compliance Period and provided further, in the case of the Option, that the closing date shall be no later than twelve (12) months following the end of the Compliance Period and in the case of the Refusal Right not to exceed six (6) months from the date of the notice of intent. If the foregoing requirements (including those of Section 9 hereof) are not met as and when provided herein, the Option or the Refusal Right, or both, as applicable, shall expire and be of no further force or effect. Upon notice by Grantee of its intent to exercise the Option or the Refusal Right, all rights under the other shall be subordinate to the rights then being so exercised unless and until such exercise is withdrawn or discontinued, and upon the closing of any sale of the Property pursuant to such notice, all rights shall expire and be of no further force or effect, provided that in the event that the Option and the Refusal Right are hereafter held by different parties by reason of any permitted assignment or otherwise, Grantee in its assignment(s) or such parties by written agreement may specify any other order of priority consistent with the other terms and conditions of this Purchase Agreement.

7. **Determination of Price.** Upon notice by Grantee of its intent to exercise the Option or the Refusal Right, the Company and Grantee shall exercise best efforts in good faith to agree on the purchase price for the Property.

8. **Contract and Closing.** Upon determination of the purchase price, the Company and Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with this Purchase Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Project is located, providing for a closing not later than the date specified in Grantee's notice of intent to exercise of the Option or the Refusal Right, as applicable, or thirty (30) days after the purchase price has been determined, whichever is later. In the absence of any such contract, this Purchase Agreement shall be specifically enforceable upon the exercise of the Option or the Refusal Right, as applicable. The purchase and sale hereunder shall be closed through a deed-and-money escrow with the title insurer for the Project or another mutually acceptable title company.

9. **Use Restrictions.** In consideration of the Option and the Refusal Right granted hereunder at the price specified herein, Grantee hereby agrees that the deed of the Project to Grantee shall contain a covenant running with the land, restricting use of the Project to low-income housing to the extent required by those Use Restrictions contained in the Regulatory agreement.

If prior to exercise of the Option or the Refusal Right, as applicable, the Service has issued a revenue ruling or provided a private letter ruling to the Company holding that a covenant of the nature described hereinbelow may be utilized without limiting tax credits or deductions that would otherwise be available to the Members of the Company, then as a condition of the Option and the Refusal Right, the deed to Grantee shall include a Special Covenant specifically restricting continued use of the Project to low-income housing as determined in accordance with the same low-income and maximum rent requirements (excluding any right under the Code to raise rents after notice to the applicable state or local housing credit agency if it is unable to find a buyer at the statutory price) as are currently specified in the Regulatory Agreement with reference to the low-income housing tax credits (notwithstanding any future discontinuation of such credits or modification of federal requirements therefor). The Special Covenant shall constitute part of the Use Restrictions. The Special Covenant shall state that it is applicable and enforceable only to the extent such housing produces income sufficient to pay all operating expenses and debt service and fund customary reserves and there is a need for low-income housing in the geographic area in which the Project is located. The Special Covenant shall run with the land for a period of fifteen (15) years after closing of the purchase under the Option or the Refusal Right, as applicable, or, if longer, for the period measured by the then remaining period of Use Restrictions under the Regulatory Agreement, provided that the Special Covenant shall terminate at the option of any holder of the reverter rights described hereinabove, upon enforcement thereof.

In the event that neither the Option nor the Refusal Right is exercised, or the sale pursuant thereto is not consummated, then upon conveyance of the Project to anyone other than

Grantee or its permitted assignee hereunder, the foregoing provisions shall terminate and have no further force and effect.

10. **Assignment.** Grantee may assign all or any of its rights under this Purchase Agreement to (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Project (each a "Permitted Assignee") that demonstrates its ability and willingness to maintain the Project as low-income housing in accordance with the Use Restrictions, subject in any event to the conditions precedent to the Refusal Right grant and the Option price set forth in Sections 2 and 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice thereof to the Company and each of its Members. Upon any permitted assignment hereunder, references in this Purchase Agreement to Grantee shall mean the permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Purchase Agreement and so assigned. No assignment of Grantee's rights hereunder shall be effective unless and until the permitted Assignee enters into a written agreement accepting the assignment and assuming all of Grantee's obligations under this Purchase Agreement and copies of such written agreement are delivered to the Company and each of its Members. Except as specifically permitted herein, Grantee's rights hereunder shall not be assignable.

11. **Miscellaneous.** This Purchase Agreement shall be governed by the laws of the Commonwealth of Virginia. This Purchase Agreement may be executed in counterparts or counterpart signature pages, which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have executed this document as of the date first set forth hereinabove.

COMPANY:

CHOICE NEIGHBORHOOD III-R LLC
BY: CHOICE NEIGHBORHOD III-R
DEVELOPMENT CORPORATION, its Manager

By *Karen R. Wilds*
Karen R. Wilds, President

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS, to-wit:

I, *TERESA G. BENNETT*, a Notary Public in and for the City and State aforesaid, do certify that Karen R. Wilds, President of Choice Neighborhood III-R Development Corporation, Manager of Choice Neighborhood III-R LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of the Company known as Choice Neighborhood III-R LLC, on behalf of which said company she has executed the foregoing instrument, all for the uses and purposes set forth therein.

Given under my hand and seal this *10* day of *MARCH*, 2021.

My commission expires: *10/31/2024*
Registration Number: *7688853*



Teresa G. Bennett
Notary Public

STANDARD TIME
MAY 19 1954
U.S. AIR FORCE
COMMUNICATIONS CENTER
WASH. D.C.

GRANTEE:

**NEWPORT NEWS REDEVELOPMENT AND
HOUSING AUTHORITY**

By Karen R. Wilds
Karen R. Wilds, Executive Director

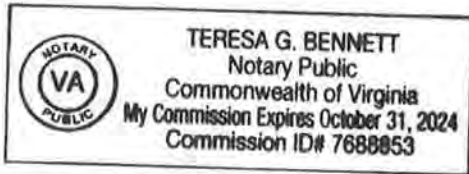
**COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS, to-wit:**

I, TERESA G. BENNETT, a Notary Public in and for the City and State aforesaid, do certify that Karen R. Wilds, Executive Director of Newport News Redevelopment and Housing Authority, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of the Grantee, on behalf of which said Grantee she has executed the foregoing instrument, all for the uses and purposes set forth therein.

Given under my hand and seal this 10 day of MARCH, 2021.

My commission expires: 10/31/2024

Registration Number: 7688853



Teresa G. Bennett
Notary Public

MANAGER:

**CHOICE NEIGHBORHOOD III-R
DEVELOPMENT CORPORATION**

By *Karen R. Wilds*
Karen R. Wilds, President

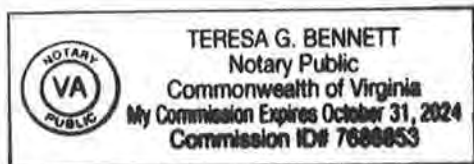
**COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS, to-wit:**

I, *TERESA G. BENNETT*, a Notary Public in and for the City and State aforesaid, do certify that Karen R. Wilds, President of Choice Neighborhood III-R Development Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of the Manager known as Choice Neighborhood III-R Development Corporation, on behalf of which said company she has executed the foregoing instrument, all for the uses and purposes set forth therein.

Given under my hand and seal this 10 day of MARCH, 2021.

My commission expires: 10/31/2024
Registration Number: 7688853

Teresa G. Bennett
Notary Public



STANDARD
COURT REPORTERS
AND
INTERPRETERS
ASSOCIATION
OF AMERICA
1505
2000

W

Internet Safety Plan and
Resident Information
Form



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

Internet Security Plan

Choice Neighborhood III-R LLC (OWNER) is proud to provide free community room wifi service to residents of Choice Neighborhood III-R.

In order to maintain the safety of our residents, the OWNER will utilize internet security software and services to monitor and secure the wifi Service. Various restrictions and conditions will be enforced to ensure residents are adhering to the Terms of Service each resident will be required to sign upon move-in. In order to fulfill the aforementioned, the OWNER will incorporate the following:

1. Password Managers: Rotating passwords will be used when accessing the Service
2. Security Suite Software: Anti-virus, firewalls, and anti-spyware, and spam filtering
3. Each resident will be given Internet Education Tips and an Internet TOS Acknowledgment form informing them of pitfalls that need to be avoided and the requirements for each resident using this free Service

DRAFT

Protect your privacy on the internet

Information is the currency of the internet. Your privacy on the internet depends on your ability to control both the amount of personal information that you provide and who has access to that information.

Is your information at risk on the internet?

When performing everyday online activities, you might reveal personal information that can be used by others to invade your privacy. This can include sensitive information such as your IP address, your email address, your current physical location, or your home or work address. For example, online shopping transactions often require credit card information and your home address.

How your information gets on the internet

Businesses, governments, and other organizations gather data when you:

- Set up an online account
- Make a purchase in an online store
- Register for a contest
- Take part in a survey
- Download free software
- Surf the web
- Use apps on your computer or your mobile device
- Post photos or your status on social media

What happens to your information

Microsoft and other responsible businesses use your personal information to help improve your experience with their products and services—such as by helping you complete a transaction, remembering your preferences, or delivering personalized content and special offers.

Online transactions—such as signing up for a service or buying something—are linked to you by information such as a shipping address or credit card number. But in most cases, businesses generally

collect data that does not identify you by name. Websites track which webpages you visit and the clicks of your mouse, but not you personally.

Personal details about you could be also online because you may have added your own information in resumes, chats, pages on social networking sites like Facebook, or comments in discussion groups or on Twitter.

Others may have published information about you. Friends may write about you or post photos of you and your family. Records of government agencies are searchable—for example, photos of your house and its value, your birth certificate, and copies of your signature. Church groups, clubs, and professional associations may reveal your full name, workplace, and donation history.

Why it matters if your information is online

The information that is available about you online is important for two reasons:

- Companies and recruiters may use this information, which constitutes your online reputation, to gauge your suitability for a job.
- Criminals may use data about you online to target you for phishing scams, steal your identity, and to commit other crimes. You can reduce your risk by following the advice in this article to protect your privacy online.

Online information is searchable and often permanent. Unlike data stored on paper, however, powerful internet search engines and data aggregation tools can make it easy to pull data together to build a full profile of you.

Once data is published online, it is effectively there forever and, depending on the privacy policy of the company holding the data, may ultimately be seen by anyone on the internet. Sites may archive anything you have posted in addition to data they have collected from you. Friends (or ex-friends) may give your information out, or hackers and security lapses may expose it.

Tips for sharing information online

First, read the website's privacy policy

Privacy policies—which are commonly outlined in a website's privacy statement—should clearly explain what data the website gathers about you, how it is used, shared, and secured, and how you can edit or delete it. The website's privacy statement should be readily available for you to review. For example, a link to the Microsoft Privacy Statement appears at the bottom of this and every page on support.microsoft.com. No privacy statement? Take your business elsewhere.

Don't share more than you need to

Don't post anything online that you would not want made public.

- Minimize details that identify you or your whereabouts. Sharing details about an event you're attending might seem harmless, but you're actually letting people know where you are and that you're not at home.

Protect your privacy on the internet. (2021, January 21). Retrieved from <https://support.microsoft.com/en-us/windows/protect-your-privacy-on-the-internet-ffe36513-e208-7532-6f95-a3b1c8760dfa>

- Keep your account numbers, user names, and passwords secret.
- Only share your primary email address or Instant Message (IM) name with people you know or with reputable organizations. Avoid listing your address or name on internet directories and job-posting sites.
- Enter only required information—often marked with an asterisk (*)—on registration and other forms.
- Check app settings, especially on your phone. Be careful about allowing apps to access your location information, your photos, the camera, or the microphone.

Choose your friends wisely

Be mindful when adding contacts or friends on social networks. If possible, verify with the person directly if the account is authentic. If you are unsure you are adding the right person, try to limit the information that person can view on your profile.

Choose how private you want your profile or blog to be

Review your website settings and preferences to manage who can see your online profile or photos, how people can search for you, who can view your posts and make comments, and how to block unwanted access by others. Be sure to review the privacy settings for your favorite social networks to ensure you're not sharing more than you intend to.

Monitor what others post

- Search for your name on the internet using popular search engines. Search for text and images. If you find sensitive information about yourself on a website, look for contact information on the website and send a request to have your information removed.
-
- Regularly review what others write about you on blogs and social networking websites. Ask friends not to post photos of you or your family without your permission. If you feel uncomfortable with material such as information or photos that are posted on others' websites, ask for it to be removed.
- On Facebook and other social media, turn on the tag review option to prevent people from tagging photos that you appear in without your permission.

Guard your information

Protect your computer

Keeping your computer secure helps you avoid malware and direct hacking attempts designed to steal your personal information. For info about how to reduce your online risk, see [Keep your computer secure at home](#) and [Keep your computer secure at work](#).

Save sensitive business for your home computer

Avoid paying bills, banking, and shopping on a public computer, or on any device (such as a laptop or mobile phone) over a public wireless network.

If you're not using your own device to browse the internet, use Microsoft Edge and open only InPrivate tabs or windows. When you use InPrivate tabs or windows, your browsing data (like your history, temporary internet files, and cookies) isn't saved on the PC once you're done. However, you should still be careful not to type critical passwords on a shared computer.

Protect your data when using a shared computer

- If you're browsing the internet using a shared device (like an airport kiosk or a friend's laptop), here are two important things you can do to protect your data:
-
- If you're using Microsoft Edge, turn on InPrivate Browsing (or use similar functionality in whichever browser you're using, such as Incognito mode in Google Chrome or Private Browsing in Mozilla Firefox).
-
- When you're finished browsing on the shared computer, be sure to close all browser windows before stepping away from the device.

INTERNET ACKNOWLEDGEMENT FORM

TENANT NAME & UNIT #

TENANT SIGNATURE

DATE

By Signing above, you acknowledge the following:

Access to Wi-Fi

This Service is provided free-of-charge to residents of Choice Neighborhood III-R and brought to you by Choice Neighborhood III-R, LLC (OWNER). Access to this free Service is available in the community room to residents ONLY. Your access to the Service is completely at the discretion of OWNER, and your access to the service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for OWNER, disruption of access to other users or networks, or violation of applicable state and federal laws or regulations. OWNER may revise the Terms Of Service (TOS) at any time. You must accept this agreement each time you use the Service and it is your responsibility to review it for any changes each time. While OWNER utilizes internet security tools for this Service, no network communication is 100% secure.

Please remember: Communication on this network should not be considered private or protected. All communication over the OWNER network is subject to monitoring. OWNER reserves the right to reduce capacity or access as need be.

You hereby agree that OWNER is not liable for any interception or transmissions, viruses, loss of data, damage to your computer, loss/corruption of files, hacking, or any other detrimental effects that come with using this Service in the transmission and downloading of material.

OWNER does not guarantee availability of this service, that it will be uninterrupted, or error free.

Acceptable Use of the Service

Your use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation or the rights of OWNER, or any third

INTERNET ACKNOWLEDGEMENT FORM

party. OWNER cannot accept any responsibility for any injury or loss that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

Disclaimer

Illegal/Unacceptable Uses

To use this free Service, you acknowledge to not engage in the following list of activities. This list is solely meant to be provided as an example and is in no way comprehensive:

- Spamming and invasion of privacy - Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy.
- Intellectual property right violations - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.
- Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate/circumvent security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.
- The transfer of technology, software, or other materials in violation of applicable export laws and regulations.
- Export Control Violations
- Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.
- Uttering threats;
- Distribution of pornographic materials to minors;
- and Child pornography.
- High bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs
- Obscene or indecent speech or materials
- Defamatory or abusive language
- Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.
- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
- Facilitating a Violation of these Terms of Use
- Hacking

INTERNET ACKNOWLEDGEMENT FORM

- Distribution of Internet viruses, Trojan horses, or other destructive activities
- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail-bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment.
- Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate these Terms of Use, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.
- Seeking information on passwords or data belonging to another user.
- Making unauthorized copies of proprietary software, or offering unauthorized copies of proprietary software to others.
- Intercepting or examining the content of messages, files or communications in transit on a data network.

DRAFT

Pennrose Management Company Wi-Fi Service Terms of Service and Acceptable Use Policy

BY CLICKING ON “ACCEPT” ON THE WI-FI SERVICE SIGN-UP PAGE, YOU (“RESIDENT”) REPRESENT THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF SERVICE AND ACCEPTABLE USE POLICY (THE “AGREEMENT”).

Access to the Wi-Fi Service (the “Service”)

The Wi-Fi Service is a free public service provided by Pennrose Management Company (“Pennrose”). Your access to the Wi-Fi Service is completely at the discretion of Pennrose, and your access to the Wi-Fi Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for Pennrose or its owners, disruption of access to other users or networks, and violation of applicable laws or regulations. Pennrose may revise this Agreement at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time.

Acceptable Use of the Service

Your access to the Service is conditioned on legal and appropriate use of the Wi-Fi Service. Your use of the Wi-Fi Service and any activities conducted online through the Wi-Fi Service shall not violate any applicable law or regulation or the rights of Pennrose, or any third party (when applicable) including, but not limited to, the acceptable use policy found at www.pennrose.com/waup.

The use of the Wi-Fi Service for the following activities is prohibited:

Spamming and Invasion of Privacy

Sending of unsolicited bulk and/or commercial messages over the Internet using the Wi-Fi Service or using the Wi-Fi Service for activities that invade another’s privacy.

Intellectual Property Right Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.

Defamatory or Abusive Language

Using the Wi-Fi Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.

Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Hacking

Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment. Certain high bandwidth or potentially destructive protocols may not be available on the Wi-Fi Service.

Facilitating a Violation of this Agreement of Use

Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate this Agreement, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations

The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.

Obscene or Indecent Speech or Materials

Using the Wi-Fi Service to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. Pennrose will notify and fully cooperate with law enforcement if it becomes aware of any use of the Wi-Fi Service in any connection with any illegal activity. Certain content or web sites may be filtered or unavailable due to inappropriate content.

Other Illegal Activities

Using the Wi-Fi Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating or inappropriately distributing copyrighted material, or making fraudulent offers to sell or buy products, items, or services.

Resale

The sale, transfer, or rental of the Wi-Fi Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.

Notice of Violations of the AUP

Pennrose requests that anyone who believes that there is a violation of the AUP direct the information to: This email address is being protected from spambots. You need JavaScript enabled to view it..

Disclaimer

You acknowledge (i) that the Wi-Fi Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be available through the Wi-Fi Service; (iii) that Pennrose does not guarantee the security of the Wi-Fi Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that Pennrose and that its owners' ability to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability specified in this Section. THE WI-FI SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY PENNROSE, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

No Consequential Damages UNDER NO CIRCUMSTANCES WILL PENNROSE, ITS OWNERS, ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY THAT PENNROSE OR AFFILIATES MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED \$100. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

Indemnity

You agree to indemnify and hold harmless Pennrose, its owners, its suppliers and licensors, and their respective officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the Wi-Fi Service, any materials downloaded or uploaded through the Wi-Fi Service, any actions taken by you in connection with your use of the Wi-Fi Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this Agreement. This section will not be construed to limit or exclude any other claims or remedies that Pennrose may assert under this Agreement or by law.

Arbitration

You agree to submit any and all controversies or claims arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, to a single arbitrator. The arbitrator may, at either party's request, grant injunctive relief. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement. Nothing in this section will prevent the parties from seeking interim injunctive relief against one another.

X

Marketing Plan

For units meeting accessibility requirements of HUD section
504



Choice Neighborhood III-R



Marketing Plan

Choice Neighborhood III-R

Newport News, VA

This plan provides marketing objectives and direction for the year, based on an analysis of the surrounding market area, property positioning and budget.

PENNROSE

Owner's Intent

Choice Neighborhood III-R LLC is developing Choice Neighborhood III-R, a 71-unit affordable multi-family housing development located within Newport News, VA. The Owner plans to construct eight (8) units to serve persons with physical disabilities (hereinafter referred to as the "Targeted Population").

The construction of eight (8) handicapped accessible units will qualify this development for accessibility points by providing the greater of five (5) units or 10% of the project units which conform to the HUD accessibility regulations in Section 504 of the Rehabilitation Act. Two (2) of the eight (8) handicapped accessible units will also be equipped specifically with hearing and sight accessibility features. These eight (8) accessible units are hereinafter referred to as "Targeted Units".

Choice Neighborhood III-R will be managed by Pennrose Management Company.

Targeted Unit Marketing Approach: Pennrose Management Company will utilize one of the following approaches to match Targeted Units with Targeted Populations:

1. Targeted Units - Set-Aside Units for 60 Days:
 - Targeted units will be set aside and marketed to Targeted Populations for a minimum period of 60 days.
 - During this 60-day time period, ongoing marketing efforts to qualified Targeted Populations will be documented.
 - If a qualified Targeted Population household is not identified within 60 days, evidence of the management agent's Targeted Unit marketing will be submitted to Virginia Housing's Program Compliance Office along with a request to rent the unleased Targeted Unit(s) to any income qualified households.
2. Targeted Units are Marketed to Targeted Populations On-Going:
 - The management agent may alternatively work with Virginia Housing's Compliance Officer to demonstrate that marketing to the Targeted Population is occurring on an ongoing basis throughout the year, allowing the management agent to fill any vacant Targeted Units with any income-qualified tenant without the Targeted Unit remaining vacant for 60 days.
 - On-going marketing will include contacting at least two (2) Targeted Unit resources (described in the Focused Marketing Section) at least monthly. Documentation of those contacts will be maintained and provided to Virginia Housing.

With either approach, the lease of any qualified non-Targeted Population tenant housed in a Targeted Unit will contain a provision stipulating the non-Targeted Population household must move to the next available vacant unit if a Targeted Population household applies and qualifies for the Targeted Unit. The cost incurred to relocate the non-Targeted Population household will be paid by the owner.

First preference on the property's waitlist will be given to persons with a developmental disability (DD) as confirmed by the Virginia Department of Behavioral Health and Development Services for eight (8) units.

Implementation of Owner's Intent

As the property management agent, Pennrose Management Company will only rent Targeted Units to Targeted Populations, unless a qualified Targeted Population household cannot be found during the 60-day marketing effort, or after ongoing marketing efforts as described above. Focused marketing efforts will occur, in addition to normal routine marketing strategies, to ensure Targeted Population households are consistently aware of the availability of Targeted Units.

Focused Marketing Efforts

VirginiaHousingSearch.com — Choice Neighborhood III-R will be posted on the virginiahousingsearch.com website and will communicate the availability of Targeted Units suitable for Targeted Populations.

Additionally, Pennrose Management Company will establish and maintain regular contact with networking contacts including the centers for independent living, disability services boards and other organizations serving the Targeted Population, including but not limited to, the following:

Middle Peninsula Satellite Center for Independent Living – Centers for Independent Living (CIL)'s are advocates for persons with disabilities promoting leadership and independence as well as advocating for the removal of barriers to independence.

Ralph Shelman
(757) 827-0275
2021-A Cunningham Drive, Suite 2
Hampton, VA 23666

THRIVE Peninsula — THRIVE Peninsula helps equip people with new perspectives and practical tools as they transition through their crises toward financial peace and accountability. Contact information for THRIVE Peninsula:

Angela York
Executive Director
(757) 877-6211
13195 Warwick Blvd, Unit 2C
Newport News, VA 23602

Peninsula Agency on Aging—The Peninsula Agency on Aging provides programs in cooperation with other community agencies to assist Older Virginians in independent and productive living. Contact information for Peninsula Agency on Aging:

Diane Hartley, VP of Care Coordination

(757) 873-0541
739 Thimble Shoals Blvd, Suite 1006
Newport News, VA 23606

Virginia Department of Behavioral Health and Development Services (VA DBHDS) — The project team has communicated with VA DBHDS and will continue to communicate the availability of units, highlighting the first preference for persons with a developmental disability for eight (8) units. Contact information for VA DBHDS:

Jeannie Cummins Eisenhour Sr. Integrated Community Options Specialist (804) 836-4308 1220 Bank Street Richmond, VA 23219	Eric Leabough Housing Specialist (804) 786-1393
--	---

AccessVA.org and other supportive non-profit organizations — The project team will communicate with accessibility-minded organizations to inform those organization of the availability of Targeted Units at Choice Neighborhood III-R.

Virginia Housing (VH) — The project team will provide information on the availability of accessible units to the VH representatives charged with Targeted Unit outreach.

Objectives

The other priority objective with marketing effort for this development will be a coordinated effort with Newport News Redevelopment and Housing Authority to offer former residents of Ridley Place public housing the right to return to this development after it is constructed. All Ridley Place residents will have been relocated off-site before mid-2021.

- Effectively utilize print, online and direct mail advertising to attract qualified residents and fill vacant units in a timely manner.
- Create all marketing resources so that they conform to the spirit, intent, and letter of applicable fair housing laws.
- Educate all site staff of their responsibilities of meeting fair housing goals.
- Ensure that all segments of the population have an equal opportunity to be aware of this housing opportunity.
- Collect and analyze data collected from applicants on a voluntary basis during the initial lease-up process and continue for an optional basis for all subsequent applicants to the site, to analyze the effectiveness of the initial marketing activities, as well as determine if the racial and ethnic balance is an accurate reflection of the greater community.

Definitions

Pre-Leasing – For the purpose of this marketing plan, pre-leasing is defined as any time before on-site leasing staff is hired and an on-site leasing office is established. During the Pre-Leasing period, some tasks will need to be accomplished and expenses incurred which will prepare the project to smoothly transition to the Active Lease Up period. Although important to the overall brand of the property, focusing on the actual marketing of the property during the Pre-Leasing period can deplete the sense of urgency for the customer and create advertising burnout. The focus during the Pre-Leasing period will be primarily on preparing to launch the integrated marketing campaign during Active Lease Up, rather than reaching the customer with a direct ask.

Active Lease Up – For the purpose of this marketing plan, Active Lease Up is defined as the period of time that starts on the day that an on-site leasing office begins operations and ends on the day that the project reaches 100% occupancy. On-site staff will be well versed in all applicable programs including the affordability requirements, workforce housing requirements, and local preferences for Choice Neighborhood III-R residents. Pennrose will work with state funders during this period to coordinate the lottery program. During the Active Lease Up period, the focus will be on reaching prospective residents and educating them on the programs for which they qualify.

Stabilized Marketing – For the purpose of this marketing plan, Stabilized Marketing is defined as the time after the project reaches initial 100% occupancy.

Pre-Leasing

Signage – Pennrose Marketing will **design “Coming Soon” signage** for the property. Once approved by Ownership, the signage will be **ordered by Pennrose marketing and installed by on-site personnel**. This signage will initially include **banners** to be displayed strategically on the property.

Two to three months prior to the end of Pre-Leasing, Pennrose Marketing will **design a full complement of “Now Accepting Applications” signage** for the property in preparation for the Active Lease Up. Once approved by Ownership, the signage will be **ordered by Pennrose marketing**. This signage will include **banners** to be displayed strategically on the property, **A-frames** to be placed at strategic points outside of the property, **pole banners** to be hung on the light poles surrounding the property, **window clings** to be displayed on prominent windows of the property, **bootleg signs** for the area, and **flutter flags** to be placed at the entrance to the leasing office.

Events – The property will host a **Groundbreaking Ceremony** open to community stakeholders and media. Media will receive a **media advisory and press release** related to the event.

Print – Pennrose Marketing will file the required Affirmative Fair Housing Marketing Plan (AFHMP) and will place AFHMP ads in local newspapers including Newport Daily Press.

Other Marketing – During the Pre-Leasing period the **website and brochure design and copy will be finalized** and the **brochure will be printed**.

Active Lease Up

Signage – All **“Now Accepting Applications”** signage will be installed by on-site personnel. This signage will include **banners** to be displayed strategically on the property, **A-frames** to be placed at strategic points outside of the property, **pole banners** to be hung on the light poles surrounding the property, **window clings** to be displayed on prominent windows of the property, **bootleg signs** for the area, and **flutter flags** to be placed at the entrance to the leasing office.

During the last month before obtaining Certificates of Occupancy (CO’s), Pennrose Marketing will **design “Now Open”** signage for the property to replace the “Now Accepting Applications” signage. Once approved by Ownership, the signage will be **ordered by Pennrose marketing**. Once CO’s are obtained, the **signage will be installed** by on-site personnel. This signage will include **banners** to be displayed strategically on the property, **A-frames** to be placed at strategic points outside of the property, **pole banners** to be hung on the light poles surrounding the property, **window clings** to be displayed on prominent windows of the property, **bootleg signs** for the area, and **flutter flags** to be placed at the entrance to the leasing office.

Events – After CO’s are obtained and after the first move-in, the property will host a **Grand Opening Ceremony** open to community stakeholders and media. Media will receive a **media advisory and press release** related to the event. The Grand Opening will be followed by a **guided tour of the property** and refreshments in the community room or other designated area.

Internet

Internet Listing Services (ILS) – The property will be listed throughout Active Lease Up on the most effective ILS’s for the geographical area.

VirginiaHousingSearch.com — **Choice Neighborhood III-R will be posted on the virginiahousingsearch.com website and will communicate the fact the development has accessible units.**

Other ILS’s may include Apartments.com and Apartment Finder. The property will be listed with **packages** that will assist with **SEO** and will give the property **exposure in surrounding markets**.

Other Marketing – Active Lease Up will not be initiated before **leasing staff is hired and on-site** to begin the leasing process. The Leasing Office will be open at least one evening during the week and Saturdays to account for working professionals’ schedules.

Following the opening of on-site office, a **“Now Accepting Applications”** email will be sent to the property interest list and Groundbreaking attendees. The email will **be published on the property website**. **Monthly follow-up emails** relating to construction progress, countdown to Grand Opening, and First Move-In will be sent to the list and published on the property website.

After obtaining CO’s semi-weekly **Open Houses** will be held during varying times outside of normal business hours (not between 9 am – 5 pm Monday – Friday) and will be staffed by leasing staff.

Stabilized Marketing

Signage – Existing signage will be **maintained as necessary** by on-site staff following Active Lease Up. Damaged or worn signage will not necessarily need to be replaced during Stabilized Marketing and should be **phased out to a more manageable long-term level** for on-site staff.

Events – A Grand Opening Event should be held for Ownership, Stakeholders, Staff, and Residents and can be used as a “Thank You” to attendees for making the Lease Up a success. Media will receive a **media advisory and press release** related to the event.

Internet

ILS – The property’s level of ILS listings will be decreased but will remain on the three major sites: Apartments.com and Apartment Finder for the benefits of **SEO** and continued **exposure in competitive markets**.

VirginiaHousingSearch.com – Choice Neighborhood III-R will be posted on the **virginiahousingsearch.com** website and will communicate the fact the development has accessible units.

Other Marketing – After reaching 100% occupancy, the Leasing Office will be open during regular business hours and by appointment to account for working professionals’ schedules.

Y

Inducement Resolution for Tax Exempt Bonds



MARSHALL-RIDLEY
A CHOICE NEIGHBORHOOD

Choice Neighborhood III-R

N.A.