
2023 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 16, 2023**

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 2023 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 16, 2023**. 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 | jd.bondurant@virginiahousing.com | (804) 343-5725 |
| Stephanie Flanders | stephanie.flanders@virginiahousing.com | (804) 343-5939 |
| Jonathan Kinsey | jonathan.kinsey@virginiahousing.com | (804) 584-4717 |
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2023 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, 8609s 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 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 type="checkbox"/> | |
| <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 checked="" 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 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: Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY) |
| <input type="checkbox"/> | |
| <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 and/or Resident Well-being |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing |
| <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 |
| <input checked="" type="checkbox"/> | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation |
| <input type="checkbox"/> | Tab AA: Priority Letter from Rural Development |
| <input checked="" type="checkbox"/> | Tab AB: Social Disadvantage Certification |

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/16/2023

1. Development Name: Emporia Rail Depot Townhomes

2. Address (line 1): 307 Reese Street
 Address (line 2):
 City: Emporia State: VA Zip: 23847

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 Emporia 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: 515958901.00

7. Development is located in a Qualified Census Tract..... FALSE *Note regarding DDA and QCT*

8. Development is located in a Difficult Development Area..... FALSE

9. Development is located in a Revitalization Area based on QCT FALSE

10. Development is located in a Revitalization Area designated by resolution 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: 4
 Planning District: 19
 State Senate District: 18
 State House District: 75

14. ACTION: Provide Location Map (TAB K2)

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

Emporia Rail Depot Townhomes is a new construction development including 52 units configured in 13 townhome style buildings with an additional Community Building. The buildings feature one and three-bedroom apartments with energy efficiency and accessibility features. The project will be a co-development between Southside Communitys Development & Housing Corporation and Canterbury Development Group. The Town of Emporia will donate the parcel of land to develop the project.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/16/2023

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: William Johnson
 Chief Executive Officer's Title: City Manager Phone: 434-634-3332
 Street Address: 201 South Main Street, PO Box 511
 City: Emporia State: VA Zip: 23847

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Matthew Culbreath, Director of Planning & Zoning

- 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: Balance of State Pool
 - or
 - b. If requesting Tax Exempt Bonds, select development type:
- For Tax Exempt Bonds, where are bonds being issued?
- ACTION:** Provide Inducement Resolution at **TAB Y** (if available)

2. Type(s) of Allocation/Allocation Year

Carryforward 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, 2023.
- 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, 2023, 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 2023 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

a. 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. FALSE

If true, provide name of companion development:

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

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

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

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

6. Extended Use Restriction

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

Must Select One: 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.)

7. Virginia Housing would like to encourage the efficiency of electronic payments. Indicate if developer commits to submitting any payments due the Authority, including reservation fees and monitoring fees, by electronic payment (ACH or Wire). TRUE

In 2023, Virginia Housing began using a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.

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: Emporia Rail Depot Townhomes LLC

Developer Name: Canterbury Development Group

Contact: M/M ▶ Mr. First: Gerald MI: Last: Burr

Address: 501 Commerce Rd

City: Richmond St. ▶ VA Zip: 23224

Phone: (804) 530-2109 Ext. Fax:

Email address: junior@cbury.net

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

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

Additional Contact: Please Provide Name, Email and Phone number.

Robert Franklin, Rfranklin@scdhc.com, (804) 231-4449

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

| Names ** | Phone | Type Ownership | % Ownership | |
|---|----------------|----------------|-------------|-------|
| ERDT Manager, LLC | (804) 530-2109 | Manging Member | 1.000% | |
| Canterbury Development Group, LLC (51%) | | | 0.000% | needs |
| Gerald Burr, principal | | | 0.000% | needs |
| Michelle Taylor, principal | | | 0.000% | needs |
| Barrett Franklin, principal | | | 0.000% | needs |
| SCD-Warwick, Inc. (49%) | | | 0.000% | needs |
| SCDHC, sole shareholder | | | 0.000% | needs |
| Diana Bowser, Executive Director | -804 | | 0.000% | needs |
| ERDT Developer, LLC | 530-2109 | Initial Member | 99.000% | |
| Canterbury Development Group, LLC (60%) | | | 0.000% | needs |
| Gerald Burr, principal | | | 0.000% | needs |
| Southside Community Development and Housing (| | | 0.000% | needs |
| Diana Bowser, Executive Director | | | 0.000% | needs |

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

C. OWNERSHIP INFORMATION

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

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**)

b. Indicate if at least one principal listed above with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual. **TRUE**

ACTION: If true, provide Socially Disadvantaged Certification (**TAB AB**)

3. Developer Experience:

May select one or more of the following choices:

TRUE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.
Action: Provide one 8609 from qualifying development. (**Tab P**)

FALSE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)
Action: Provide one 8609 from each qualifying development. (**Tab P**)

FALSE c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.
Action: Provide documentation as stated in the manual. (**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: Purchase Contract
 Expiration Date: 6/30/2024

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..... 6/30/2024 .
- 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: City of Emporia

Address: 201 South Main Street, PO Box 511

City: Emporia St.: VA Zip: 23847

Contact Person: William Johnson Phone: (434) 634-3332

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

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

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

| Names | Phone | Type Ownership | % Ownership |
|-------|-------|----------------|-------------|
| | | | 0.00% |
| | | | 0.00% |
| | | | 0.00% |
| | | | 0.00% |
| | | | 0.00% |
| | | | 0.00% |
| | | | 0.00% |

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

- Indicate Diversity, Equity and Inclusion (DEI) Designation if this team member is SWAM or Service Disabled Veteran as defined in manual.

ACTION: Provide copy of certification from Commonwealth of Virginia, if applicable - **TAB Z**

| | | | |
|--------------------------|--|---------------------------|----------------|
| 1. Tax Attorney: | | This is a Related Entity. | FALSE |
| Firm Name: | | DEI Designation? | FALSE |
| Address: | | | |
| Email: | | Phone: | |
| 2. Tax Accountant: | Michael Vicars | This is a Related Entity. | FALSE |
| Firm Name: | Dooley & Vicars | DEI Designation? | FALSE |
| Address: | 1100 Boulders Parkway, Suite 600, North Chesterfield, VA 23225 | | |
| Email: | mike@dvcpas.com | Phone: | (804) 355-2808 |
| 3. Consultant: | | This is a Related Entity. | FALSE |
| Firm Name: | | DEI Designation? | FALSE |
| Address: | | Role: | |
| Email: | | Phone: | |
| 4. Management Entity: | Matt Hacker | This is a Related Entity. | FALSE |
| Firm Name: | The Franklin Johnson Group | DEI Designation? | FALSE |
| Address: | 300 32nd Street, Suite 310, Virginia Beach, VA 23451 | | |
| Email: | mhacker@tfjgroup.com | Phone: | (757) 962-2537 |
| 5. Contractor: | Gerald Burr, Jr. | This is a Related Entity. | TRUE |
| Firm Name: | Canterbury Enterprises | DEI Designation? | TRUE |
| Address: | 501 Commerce Road, Richmond, VA 23224 | | |
| Email: | junior@cbury.net | Phone: | (804)530-2109 |
| 6. Architect: | Sarah McInerney | This is a Related Entity. | FALSE |
| Firm Name: | Walter Parks | DEI Designation? | FALSE |
| Address: | 313 N. Adams Street, Richmond, VA 23220 | | |
| Email: | sarah@wparks.com | Phone: | (804)644-4671 |
| 7. Real Estate Attorney: | Peter Henderer | This is a Related Entity. | FALSE |
| Firm Name: | McCandlish Holton | DEI Designation? | FALSE |
| Address: | 1111 E. Main St., Suit 2100, Richmond, VA 23219 | | |
| Email: | phenderer@lawmh.com | Phone: | (804) 775-3833 |
| 8. Mortgage Banker: | | This is a Related Entity. | FALSE |
| Firm Name: | | DEI Designation? | FALSE |
| Address: | | | |
| Email: | | Phone: | |
| 9. Other: | | This is a Related Entity. | FALSE |
| Firm Name: | | DEI Designation? | FALSE |
| Address: | | Role: | |
| Email: | | Phone: | |

F. REHAB INFORMATION

1. Acquisition Credit Information

a. Credits are being requested for existing buildings being acquired for development..... FALSE

Action: If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal

b. This development has received a previous allocation of credits..... FALSE

If so, when was the most recent year that this development received credits? 0

c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... 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)

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..... TRUE (If false, skip 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..... TRUE

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: ▶ Other

Name: Southside Community Development and Housing Corp.

Contact Person: Dianna Bowser

Street Address: 1624 Hull Street

City: Richmond State: ▶ VA Zip: 23224

Phone: (804) 231-4449 Contact Email: dianna@scdhc.com

G. NONPROFIT INVOLVEMENT

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 49.0%

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. See manual for more specifics.

Action: Provide Option or Right of First Refusal in Recordable Form meeting Virginia Housing's specifications. (TAB V)
Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit: Southside Community Development and Housing Corp.

or indicate true if Local Housing Authority..... FALSE

Name of Local Housing Authority

B. 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 is required to waive the right to pursue a Qualified Contract.

H. STRUCTURE AND UNITS INFORMATION

1. General Information

| | | | |
|---|---------------------|----------|-----|
| a. Total number of all units in development | 52 | bedrooms | 136 |
| Total number of rental units in development | 52 | bedrooms | 136 |
| Number of low-income rental units | 52 | bedrooms | 136 |
| Percentage of rental units designated low-income | 100.00% | | |
| b. Number of new units:..... | 52 | bedrooms | 136 |
| 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..... | 76,565.00 (Sq. ft.) | | |
| e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage)..... | 0.00 (Sq. ft.) | | |
| f. Nonresidential Commercial Floor Area (Not eligible for funding)..... | 0.00 | | |
| g. Total Usable Residential Heated Area..... | 76,565.00 (Sq. ft.) | | |
| h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space | 100.00% | | |
| i. Exact area of site in acres | 4.420 | | |
| 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 | 905.21 | SF | 10 | 10 |
| 2BR Garden | 0.00 | SF | 0 | 0 |
| 3BR Garden | 0.00 | SF | 0 | 0 |
| 4BR Garden | 0.00 | SF | 0 | 0 |
| 2+ Story 2BR Townhouse | 0.00 | SF | 0 | 0 |
| 2+ Story 3BR Townhouse | 1607.45 | SF | 42 | 42 |
| 2+ Story 4BR Townhouse | 0.00 | SF | 0 | 0 |
| | | | 52 | 52 |

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)..... 13
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 2
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: _____
- f. Development consists primarily of : (Only One Option Below Can Be True)
 - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
 - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
 - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

H. STRUCTURE AND UNITS INFORMATION

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

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

| | |
|---|--------------|
| h. Development contains an elevator(s). | <u>FALSE</u> |
| If true, # of Elevators. | <u>0</u> |
| Elevator Type (if known) | <u></u> |

| | | |
|----------------------------|---|--------------------|
| i. Roof Type | ▶ | <u>Combination</u> |
| j. Construction Type | ▶ | <u>Frame</u> |
| k. Primary Exterior Finish | ▶ | <u>Combination</u> |

4. Site Amenities (indicate all proposed)

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

| | |
|-----------------------------------|---|
| l. Describe Community Facilities: | <u>Community Room and Rental Office</u> |
|-----------------------------------|---|

| | |
|---------------------------------------|--------------|
| m. Number of Proposed Parking Spaces | <u>99</u> |
| Parking is shared with another entity | <u>FALSE</u> |

| | |
|--|-------------|
| 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. | <u>TRUE</u> |
|--|-------------|

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: (MANDATORY)

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

| | |
|--|--------|
| Project Wide Capture Rate - LIHTC Units | 16.30% |
| Project Wide Capture Rate - Market Units | |
| Project Wide Capture Rate - All Units | 16.30% |
| Project Wide Absorption Period (Months) | 6 |

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 corresponding options selected below.

REQUIRED:

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

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided.
- 40.00% b1. Percentage of brick covering the exterior walls.
- 60.00% b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering 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.
- FALSE e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- f. *Not applicable for 2022 Cycles*
- 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.
- FALSE k. Cooking surfaces are equipped with fire prevention features
- or
- TRUE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- FALSE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE o. All interior doors within units are solid core.
- 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.
- 0% r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants)

J. ENHANCEMENTS

TRUE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

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

FALSE a. All cooking ranges have front controls.

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.

FALSE d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

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:

TRUE Earthcraft Gold or higher certification

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

FALSE U.S. Green Building Council LEED certification

FALSE Enterprise Green Communities (EGC) Certification

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.)

TRUE Zero Energy Ready Home Requirements

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.

26 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:
50% of Total Rental Units

4. **FALSE** 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 Heat Pump
- 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/ Electric? | <u>FALSE</u> | Sewer? | <u>FALSE</u> |
| Cooking? | <u>FALSE</u> | Trash Removal? | <u>TRUE</u> |

| Utilities | Enter Allowances by Bedroom Size | | | | |
|--|----------------------------------|-------|------|-------|------|
| | 0-BR | 1-BR | 2-BR | 3-BR | 4-BR |
| Heating | 0 | 14 | 0 | 20 | 0 |
| Air Conditioning | 0 | 6 | 0 | 9 | 0 |
| Cooking | 0 | 5 | 0 | 8 | 0 |
| Lighting | 0 | 22 | 0 | 31 | 0 |
| Hot Water | 0 | 13 | 0 | 18 | 0 |
| Water | 0 | 32 | 0 | 61 | 0 |
| Sewer | 0 | 50 | 0 | 75 | 0 |
| Trash | 0 | 0 | 0 | 0 | 0 |
| Total utility allowance for costs paid by tenant | \$0 | \$142 | \$0 | \$222 | \$0 |

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

- | | |
|---|--|
| a. <u>FALSE</u> HUD | d. <u>FALSE</u> Local PHA |
| b. <u>FALSE</u> Utility Company (Estimate) | e. <u>TRUE</u> Other: <u>Viridiant</u> |
| c. <u>FALSE</u> Utility Company (Actual Survey) | |

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**)

FALSE

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

(ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

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


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

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

TRUE

b. Any development in which ten percent (10%) 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 the application for credits.

For items a or b, 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.**

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**)

K. SPECIAL HOUSING NEEDS

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: **Emporia Redevelopment and Housing Authority**

Contact person: **William E. Johnson**

Title: **City Manager**

Phone Number: **(434) 634-3332**

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: **42**
% of total Low Income Units **81%**

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

Action: Provide documentation of tenant disclosure regarding Virginia Housing Rental Education (**Mandatory - Tab U**)

4. 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: **Gerald "Junior"**

Last Name: **Burr**

Phone Number: **(804) 530-2109** Email: **jburr@cbury.net**

K. SPECIAL HOUSING NEEDS

5. Resident Well-Being Action: Provide appropriate documentation for any selection below (Tab S)

FALSE

a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services (as defined in the manual).

FALSE

b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.

TRUE

c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

6. Rental Assistance

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

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

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

FALSE Section 8 New Construction Substantial Rehabilitation

FALSE Section 8 Moderate Rehabilitation

FALSE Section 811 Certificates

FALSE Section 8 Project Based Assistance

FALSE RD 515 Rental Assistance

FALSE Section 8 Vouchers *Administering Organization: []

FALSE State Assistance *Administering Organization: []

FALSE Other: []

c. The Project Based vouchers above are applicable to the 30% units seeking points.

FALSE

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

d. Number of units receiving assistance: []
How many years in rental assistance contract? []
Expiration date of contract: []
There is an Option to Renew..... FALSE

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

e. How many of the units in this development are already considered Public Housing? 0

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 three 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), (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), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

a. Units Provided Per Household Type:

| Income Levels | | |
|---------------|------------|-----------------|
| # of Units | % of Units | |
| 0 | 0.00% | 20% Area Median |
| 0 | 0.00% | 30% Area Median |
| 0 | 0.00% | 40% Area Median |
| 0 | 0.00% | 50% Area Median |
| 52 | 100.00% | 60% Area Median |
| 0 | 0.00% | 70% Area Median |
| 0 | 0.00% | 80% Area Median |
| 0 | 0.00% | Market Units |
| 52 | 100.00% | Total |


| Rent Levels | | |
|-------------|------------|-----------------|
| # of Units | % of Units | |
| 0 | 0.00% | 20% Area Median |
| 0 | 0.00% | 30% Area Median |
| 6 | 11.54% | 40% Area Median |
| 20 | 38.46% | 50% Area Median |
| 26 | 50.00% | 60% Area Median |
| 0 | 0.00% | 70% Area Median |
| 0 | 0.00% | 80% Area Median |
| 0 | 0.00% | Market Units |
| 52 | 100.00% | Total |

- 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 | 40% AMI | 2 | 2 | 759.00 | \$387.00 | \$774 |
| Mix 2 | 1 BR - 1 Bath | 50% AMI | 3 | 1 | 759.00 | \$521.00 | \$1,563 |
| Mix 3 | 1 BR - 1 Bath | 60% AMI | 5 | | 844.00 | \$654.00 | \$3,270 |
| Mix 4 | 3 BR - 2 Bath | 40% AMI | 4 | 3 | 1519.00 | \$514.00 | \$2,056 |
| Mix 5 | 3 BR - 2 Bath | 50% AMI | 9 | | 1519.00 | \$699.00 | \$6,291 |
| Mix 6 | 3 BR - 2 Bath | 50% AMI | 8 | | 1379.00 | \$699.00 | \$5,592 |
| Mix 7 | 3 BR - 2 Bath | 60% AMI | 5 | | 1379.00 | \$885.00 | \$4,425 |
| Mix 8 | 3 BR - 2 Bath | 60% AMI | 8 | | 1422.00 | \$885.00 | \$7,080 |
| Mix 9 | 3 BR - 2 Bath | 60% AMI | 8 | | 1341.00 | \$885.00 | \$7,080 |
| Mix 10 | | | | | | | \$0 |
| Mix 11 | | | | | | | \$0 |
| Mix 12 | | | | | | | \$0 |

L. UNIT DETAILS

| | | | | | | | | |
|--------|--|--|--|--|--|--|--|-----|
| Mix 13 | | | | | | | | \$0 |
| Mix 14 | | | | | | | | \$0 |
| Mix 15 | | | | | | | | \$0 |
| Mix 16 | | | | | | | | \$0 |
| Mix 17 | | | | | | | | \$0 |
| Mix 18 | | | | | | | | \$0 |
| Mix 19 | | | | | | | | \$0 |
| Mix 20 | | | | | | | | \$0 |
| Mix 21 | | | | | | | | \$0 |
| Mix 22 | | | | | | | | \$0 |
| Mix 23 | | | | | | | | \$0 |
| Mix 24 | | | | | | | | \$0 |
| Mix 25 | | | | | | | | \$0 |
| Mix 26 | | | | | | | | \$0 |
| Mix 27 | | | | | | | | \$0 |
| Mix 28 | | | | | | | | \$0 |
| Mix 29 | | | | | | | | \$0 |
| Mix 30 | | | | | | | | \$0 |
| Mix 31 | | | | | | | | \$0 |
| Mix 32 | | | | | | | | \$0 |
| Mix 33 | | | | | | | | \$0 |
| Mix 34 | | | | | | | | \$0 |
| Mix 35 | | | | | | | | \$0 |
| Mix 36 | | | | | | | | \$0 |
| Mix 37 | | | | | | | | \$0 |
| Mix 38 | | | | | | | | \$0 |
| Mix 39 | | | | | | | | \$0 |
| Mix 40 | | | | | | | | \$0 |
| Mix 41 | | | | | | | | \$0 |
| Mix 42 | | | | | | | | \$0 |
| Mix 43 | | | | | | | | \$0 |
| Mix 44 | | | | | | | | \$0 |
| Mix 45 | | | | | | | | \$0 |
| Mix 46 | | | | | | | | \$0 |
| Mix 47 | | | | | | | | \$0 |
| Mix 48 | | | | | | | | \$0 |
| Mix 49 | | | | | | | | \$0 |
| Mix 50 | | | | | | | | \$0 |
| Mix 51 | | | | | | | | \$0 |
| Mix 52 | | | | | | | | \$0 |
| Mix 53 | | | | | | | | \$0 |
| Mix 54 | | | | | | | | \$0 |
| Mix 55 | | | | | | | | \$0 |
| Mix 56 | | | | | | | | \$0 |
| Mix 57 | | | | | | | | \$0 |
| Mix 58 | | | | | | | | \$0 |
| Mix 59 | | | | | | | | \$0 |
| Mix 60 | | | | | | | | \$0 |
| Mix 61 | | | | | | | | \$0 |
| Mix 62 | | | | | | | | \$0 |
| Mix 63 | | | | | | | | \$0 |
| Mix 64 | | | | | | | | \$0 |
| Mix 65 | | | | | | | | \$0 |
| Mix 66 | | | | | | | | \$0 |
| Mix 67 | | | | | | | | \$0 |
| Mix 68 | | | | | | | | \$0 |
| Mix 69 | | | | | | | | \$0 |

L. UNIT DETAILS

| | | | | | | | | |
|---------------|--|--|----|---|--|--|--|----------|
| Mix 70 | | | | | | | | \$0 |
| Mix 71 | | | | | | | | \$0 |
| Mix 72 | | | | | | | | \$0 |
| Mix 73 | | | | | | | | \$0 |
| Mix 74 | | | | | | | | \$0 |
| Mix 75 | | | | | | | | \$0 |
| Mix 76 | | | | | | | | \$0 |
| Mix 77 | | | | | | | | \$0 |
| Mix 78 | | | | | | | | \$0 |
| Mix 79 | | | | | | | | \$0 |
| Mix 80 | | | | | | | | \$0 |
| Mix 81 | | | | | | | | \$0 |
| Mix 82 | | | | | | | | \$0 |
| Mix 83 | | | | | | | | \$0 |
| Mix 84 | | | | | | | | \$0 |
| Mix 85 | | | | | | | | \$0 |
| Mix 86 | | | | | | | | \$0 |
| Mix 87 | | | | | | | | \$0 |
| Mix 88 | | | | | | | | \$0 |
| Mix 89 | | | | | | | | \$0 |
| Mix 90 | | | | | | | | \$0 |
| Mix 91 | | | | | | | | \$0 |
| Mix 92 | | | | | | | | \$0 |
| Mix 93 | | | | | | | | \$0 |
| Mix 94 | | | | | | | | \$0 |
| Mix 95 | | | | | | | | \$0 |
| Mix 96 | | | | | | | | \$0 |
| Mix 97 | | | | | | | | \$0 |
| Mix 98 | | | | | | | | \$0 |
| Mix 99 | | | | | | | | \$0 |
| Mix 100 | | | | | | | | \$0 |
| TOTALS | | | 52 | 6 | | | | \$38,131 |

| | | | | |
|--------------------|-----------|-------------------------|---------------------|------------------|
| Total Units | 52 | Net Rentable SF: | TC Units | 67,793.00 |
| | | | MKT Units | 0.00 |
| | | | Total NR SF: | 67,793.00 |

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

| | | | |
|-----------------------------------|-----------------|----------|-----------------|
| 1. Advertising/Marketing | | | \$840 |
| 2. Office Salaries | | | \$0 |
| 3. Office Supplies | | | \$2,550 |
| 4. Office/Model Apartment | (type _____) | | \$0 |
| 5. Management Fee | | | \$27,000 |
| <u>6.28%</u> of EGI | <u>\$519.23</u> | Per Unit | |
| 6. Manager Salaries | | | \$27,000 |
| 7. Staff Unit (s) | (type _____) | | \$0 |
| 8. Legal | | | \$2,500 |
| 9. Auditing | | | \$5,000 |
| 10. Bookkeeping/Accounting Fees | | | \$1,200 |
| 11. Telephone & Answering Service | | | \$2,500 |
| 12. Tax Credit Monitoring Fee | | | \$1,339 |
| 13. Miscellaneous Administrative | | | \$2,000 |
| Total Administrative | | | \$71,929 |

Utilities

| | | | |
|----------------------|--|--|-----------------|
| 14. Fuel Oil | | | \$0 |
| 15. Electricity | | | \$7,650 |
| 16. Water | | | \$5,100 |
| 17. Gas | | | \$0 |
| 18. Sewer | | | \$5,100 |
| Total Utility | | | \$17,850 |

Operating:

| | | | |
|---|--|--|-----------------|
| 19. Janitor/Cleaning Payroll | | | \$0 |
| 20. Janitor/Cleaning Supplies | | | \$0 |
| 21. Janitor/Cleaning Contract | | | \$0 |
| 22. Exterminating | | | \$2,500 |
| 23. Trash Removal | | | \$2,500 |
| 24. Security Payroll/Contract | | | \$0 |
| 25. Grounds Payroll | | | \$0 |
| 26. Grounds Supplies | | | \$0 |
| 27. Grounds Contract | | | \$14,000 |
| 28. Maintenance/Repairs Payroll | | | \$27,000 |
| 29. Repairs/Material | | | \$5,100 |
| 30. Repairs Contract | | | \$6,375 |
| 31. Elevator Maintenance/Contract | | | \$0 |
| 32. Heating/Cooling Repairs & Maintenance | | | \$1,000 |
| 33. Pool Maintenance/Contract/Staff | | | \$0 |
| 34. Snow Removal | | | \$2,000 |
| 35. Decorating/Payroll/Contract | | | \$0 |
| 36. Decorating Supplies | | | \$2,500 |
| 37. Miscellaneous | | | \$3,825 |
| Totals Operating & Maintenance | | | \$66,800 |

M. OPERATING EXPENSES

Taxes & Insurance

| | |
|--|------------------|
| 38. Real Estate Taxes | \$57,375 |
| 39. Payroll Taxes | \$3,825 |
| 40. Miscellaneous Taxes/Licenses/Permits | \$3,315 |
| 41. Property & Liability Insurance | \$25,500 |
| 42. Fidelity Bond | \$0 |
| 43. Workman's Compensation | \$956 |
| 44. Health Insurance & Employee Benefits | \$7,000 |
| 45. Other Insurance | \$3,825 |
| Total Taxes & Insurance | \$101,796 |

| | |
|--------------------------------|------------------|
| Total Operating Expense | \$258,375 |
|--------------------------------|------------------|

| | | | |
|--|---------|--|--------|
| Total Operating Expenses Per Unit | \$4,969 | C. Total Operating Expenses as % of EGI | 60.09% |
|--|---------|--|--------|

| | |
|---|-----------------|
| Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum) | \$15,600 |
|---|-----------------|

| | |
|-----------------------|------------------|
| Total Expenses | \$273,975 |
|-----------------------|------------------|

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 | 3/1/2023 | Diana Bowser |
| b. Site Acquisition | 6/30/2024 | Diana Bowser |
| c. Zoning Approval | 3/1/2023 | Gerald Burr, Jr. |
| d. Site Plan Approval | 12/1/2023 | Gerald Burr, Jr. |
| 2. Financing | | |
| a. Construction Loan | | |
| i. Loan Application | 12/1/2023 | Burr / Bowser |
| ii. Conditional Commitment | | |
| iii. Firm Commitment | 4/1/2024 | Burr / Bowser |
| b. Permanent Loan - First Lien | | |
| i. Loan Application | 12/1/2023 | Burr / Bowser |
| ii. Conditional Commitment | | |
| iii. Firm Commitment | 5/1/2024 | Burr / Bowser |
| c. Permanent Loan-Second Lien | | |
| i. Loan Application | 4/1/2023 | Burr / Bowser |
| ii. Conditional Commitment | | |
| iii. Firm Commitment | 9/1/2023 | Burr / Bowser |
| d. Other Loans & Grants | | |
| i. Type & Source, List | DHCD/SVTRC/PDC | Burr / Bowser |
| ii. Application | | |
| iii. Award/Commitment | 9/1/2023 | Burr / Bowser |
| 2. Formation of Owner | 1/13/2023 | Burr / Bowser |
| 3. IRS Approval of Nonprofit Status | 7/18/1989 | Diana Bowser |
| 4. Closing and Transfer of Property to Owner | 6/30/2024 | Burr / Bowser |
| 5. Plans and Specifications, Working Drawings | 12/1/2023 | Gerald Burr, Jr. |
| 6. Building Permit Issued by Local Government | 5/1/2024 | Gerald Burr, Jr. |
| 7. Start Construction | 7/1/2024 | Gerald Burr, Jr. |
| 8. Begin Lease-up | 8/1/2025 | Gerald Burr, Jr. |
| 9. Complete Construction | 12/31/2025 | Gerald Burr, Jr. |
| 10. Complete Lease-Up | 2/1/2026 | Gerald Burr, Jr. |
| 11. Credit Placed in Service Date | 12/31/2025 | Gerald Burr, Jr. |

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

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" |
| Must Use Whole Numbers Only! | | | | |
| 1. Contractor Cost | | | | |
| a. Unit Structures (New) | 9,857,995 | 0 | 0 | 9,857,995 |
| b. Unit Structures (Rehab) | 0 | 0 | 0 | 0 |
| c. Non Residential Structures | 0 | 0 | 0 | 0 |
| d. Commercial Space Costs | 0 | 0 | 0 | 0 |
| <input type="checkbox"/> e. Structured Parking Garage | 0 | 0 | 0 | 0 |
| Total Structure | 9,857,995 | 0 | 0 | 9,857,995 |
| f. Earthwork | 0 | 0 | 0 | 0 |
| g. Site Utilities | 0 | 0 | 0 | 0 |
| <input type="checkbox"/> h. Renewable Energy | 0 | 0 | 0 | 0 |
| i. Roads & Walks | 0 | 0 | 0 | 0 |
| j. Site Improvements | 0 | 0 | 0 | 0 |
| k. Lawns & Planting | 0 | 0 | 0 | 0 |
| l. Engineering | 0 | 0 | 0 | 0 |
| m. Off-Site Improvements | 0 | 0 | 0 | 0 |
| n. Site Environmental Mitigation | 0 | 0 | 0 | 0 |
| o. Demolition | 0 | 0 | 0 | 0 |
| p. Site Work | 500,000 | 0 | 0 | 500,000 |
| q. Other Site work | 0 | 0 | 0 | 0 |
| Total Land Improvements | 500,000 | 0 | 0 | 500,000 |
| Total Structure and Land | 10,357,995 | 0 | 0 | 10,357,995 |
| r. General Requirements | 517,900 | 0 | 0 | 517,900 |
| s. Builder's Overhead | 466,110 | 0 | 0 | 466,110 |
| (4.5% Contract) | | | | |
| t. Builder's Profit | 466,109 | 0 | 0 | 466,109 |
| (4.5% Contract) | | | | |
| u. Bonds | 114,000 | 0 | 0 | 114,000 |
| v. Building Permits | 0 | 0 | 0 | 0 |
| w. Special Construction | 0 | 0 | 0 | 0 |
| x. Special Equipment | 0 | 0 | 0 | 0 |
| y. Other 1: <input type="checkbox"/> | 0 | 0 | 0 | 0 |
| z. Other 2: <input type="checkbox"/> | 0 | 0 | 0 | 0 |
| aa. Other 3: <input type="checkbox"/> | 0 | 0 | 0 | 0 |
| Contractor Costs | \$11,922,114 | \$0 | \$0 | \$11,922,114 |

O. PROJECT BUDGET - OWNER COSTS

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

| 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 | 42,000 | 0 | 0 | 42,000 |
| b. Architecture/Engineering Design Fee \$2,885 /Unit) | 150,000 | 0 | 0 | 150,000 |
| c. Architecture Supervision Fee \$385 /Unit) | 20,000 | 0 | 0 | 20,000 |
| d. Tap Fees | 100,000 | 0 | 0 | 100,000 |
| e. Environmental | 20,000 | 0 | 0 | 20,000 |
| f. Soil Borings | 2,400 | 0 | 0 | 2,400 |
| g. Green Building (Earthcraft, LEED, etc.) | 25,000 | 0 | 0 | 25,000 |
| h. Appraisal | 10,000 | 0 | 0 | 10,000 |
| i. Market Study | 5,000 | 0 | 0 | 5,000 |
| j. Site Engineering / Survey | 200,000 | 0 | 0 | 200,000 |
| k. Construction/Development Mgt | 0 | 0 | 0 | 0 |
| l. Structural/Mechanical Study | 0 | 0 | 0 | 0 |
| m. Construction Loan Origination Fee | 25,000 | 0 | 0 | 25,000 |
| n. Construction Interest (0.0% for 0 months) | 250,000 | 0 | 0 | 250,000 |
| o. Taxes During Construction | 30,000 | 0 | 0 | 15,000 |
| p. Insurance During Construction | 45,000 | 0 | 0 | 45,000 |
| q. Permanent Loan Fee (0.0%) | 30,000 | 0 | 0 | 0 |
| r. Other Permanent Loan Fees | 10,000 | 0 | 0 | 0 |
| s. Letter of Credit | 0 | 0 | 0 | 0 |
| t. Cost Certification Fee | 15,000 | 0 | 0 | 0 |
| u. Accounting | 0 | 0 | 0 | 0 |
| v. Title and Recording | 60,000 | 0 | 0 | 20,000 |
| w. Legal Fees for Closing | 180,000 | 0 | 0 | 25,000 |
| x. Mortgage Banker | 0 | 0 | 0 | 0 |
| y. Tax Credit Fee | 56,153 | | | |
| z. Tenant Relocation | 0 | 0 | 0 | 0 |
| aa. Fixtures, Furnitures and Equipment | 0 | 0 | 0 | 0 |
| ab. Organization Costs | 0 | 0 | 0 | 0 |
| ac. Operating Reserve | 200,000 | 0 | 0 | 0 |
| ad. Contingency | 597,000 | 0 | 0 | 597,000 |
| ae. Security | 0 | 0 | 0 | 0 |
| af. Utilities | 0 | 0 | 0 | 0 |

O. PROJECT BUDGET - OWNER COSTS

| | | | | |
|--|---------------------|------------|------------|---------------------|
| ag. Servicing Reserve | 0 | | | |
| (1) Other* specify: Lease-Up Reserve | 25,000 | 0 | 0 | 0 |
| (2) Other* specify: | 0 | 0 | 0 | 0 |
| (3) Other* specify: | 0 | 0 | 0 | 0 |
| (4) Other* specify: | 0 | 0 | 0 | 0 |
| (5) Other* specify: | 0 | 0 | 0 | 0 |
| (6) Other* specify: | 0 | 0 | 0 | 0 |
| (7) Other* specify: | 0 | 0 | 0 | 0 |
| (8) Other* specify: | 0 | 0 | 0 | 0 |
| (9) Other* specify: | 0 | 0 | 0 | 0 |
| Owner Costs Subtotal (Sum 2A..2(10)) | \$2,097,553 | \$0 | \$0 | \$1,551,400 |
| Subtotal 1 + 2 (Owner + Contractor Costs) | \$14,019,667 | \$0 | \$0 | \$13,473,514 |
| 3. Developer's Fees | 1,000,000 | 0 | 0 | 1,000,000 |
| Action: Provide Developer Fee Agreement (Tab A) | | | | |
| 4. Owner's Acquisition Costs | | | | |
| Land | 0 | | | |
| Existing Improvements | 0 | 0 | | |
| Subtotal 4: | \$0 | \$0 | | |
| 5. Total Development Costs | | | | |
| Subtotal 1+2+3+4: | \$15,019,667 | \$0 | \$0 | \$14,473,514 |

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

(Provide documentation at **Tab E**)

| | |
|-----|----------|
| \$0 | Land |
| \$0 | Building |

Maximum Developer Fee:

\$1,551,573

Proposed Development's Cost per Sq Foot
Applicable Cost Limit by Square Foot:

\$196 **Meets Limits**
\$239

Proposed Development's Cost per Unit
Applicable Cost Limit per Unit:

\$288,840 **Proposed Cost per Unit exceeds limit**
\$288,464

P. ELIGIBLE BASIS CALCULATION

| Item | Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): | | | |
|-----------------------------------|---|-----------------------------|-----------------------------------|------------------------------------|
| | (A) Cost | "30 % Present Value Credit" | | (D) "70 % Present Value Credit" |
| | | (B) Acquisition | (C) Rehab/ New Construction | |
| 1. Total Development Costs | 15,019,667 | 0 | 0 | 14,473,514 |

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 | 14,473,514 |
|---|---|------------|

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 | 0 |
| b. For Revitalization or Supportive Housing (Eligible Basis x 30%) | 0 | 4,342,054 |
| c. For Green Certification (Eligible Basis x 10%) | | 0 |

| | | |
|--------------------------------------|---|------------|
| Total Adjusted Eligible basis | 0 | 18,815,568 |
|--------------------------------------|---|------------|

5. Applicable Fraction

| | | |
|------------|------------|------------|
| 100.00000% | 100.00000% | 100.00000% |
|------------|------------|------------|

6. Total Qualified Basis (Eligible Basis x Applicable Fraction)

| | | |
|---|---|------------|
| 0 | 0 | 18,815,568 |
|---|---|------------|

7. Applicable Percentage

| | | |
|-------|-------|-------|
| 9.00% | 9.00% | 9.00% |
|-------|-------|-------|

(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)

8. Maximum Allowable Credit under IRC §42

| | | |
|-----|-----|-------------|
| \$0 | \$0 | \$1,693,401 |
|-----|-----|-------------|

(Qualified Basis x Applicable Percentage)
(Must be same as BIN total and equal to or less than credit amount allowed)

| |
|--|
| \$1,693,401 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. | | | | |
| 2. | | | | |
| 3. | | | | |
| Total Construction Funding: | | | \$0 | |

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

| Source of Funds | Date of Application | Date of Commitment | <i>(Whole Numbers only)</i> | | Interest Rate of Loan | Amortization Period IN YEARS | Term of Loan (years) |
|---------------------------------|---------------------|--------------------|-----------------------------|--------------------------|-----------------------|------------------------------|----------------------|
| | | | Amount of Funds | Annual Debt Service Cost | | | |
| 1. VH Taxable | | | \$400,000 | \$28,999 | 6.50% | 35 | 35 |
| 2. VH REACH | | | \$2,080,000 | \$95,363 | 2.95% | 35 | 35 |
| 3. DHCD HOME | | | \$900,000 | \$4,500 | 0.50% | 10000 | 20 |
| 4. DHCD VHTF | | | \$900,000 | \$4,500 | 0.50% | 10000 | 20 |
| 5. DHCD HIEE | | | \$1,200,000 | | | | |
| 6. Sponsor Loan (FNMA) | | | \$485,000 | | | | |
| 7. Sponsor Loan (Congressional) | | | \$1,000,000 | | | | |
| 8. PDC | | | \$500,000 | | | | |
| 9. FHLB-AHP | | | \$325,000 | | | | |
| 10. | | | | | | | |
| Total Permanent Funding: | | | \$7,790,000 | \$133,362 | | | |

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. | Donated Land | | \$410,000 |
| 2. | FMNA | | \$485,000 |
| 3. | VH Community Impact Grant | | \$9,075 |
| 4. | | | |
| 5. | | | |
| Total Subsidized Funding | | | \$904,075 |

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

Market-Rate 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. | Virginia Housing REACH Funds | \$2,080,000 |
| g. | HOME Funds | \$900,000 |
| h. | Choice Neighborhood | \$0 |
| i. | National Housing Trust Fund | \$0 |
| j. | Virginia Housing Trust Fund | \$900,000 |
| k. | Other: | \$1,200,000 |
| | HIEE | |
| l. | Other: | \$0 |
| | | |

| | | |
|----|-------------------|-----|
| 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*

Grants

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

| | | |
|----|--------|--|
| 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:

[Empty text box for listing financing and credit enhancements]

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

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

b. **FALSE** **New** project based subsidy from HUD or Rural Development for the greater of 5 or 10% of the units in the development.

c. **FALSE** Other [Empty text box]

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 | \$390,700 | (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 | \$390,700 |
|---------------------|-----------|

2. Equity Gap Calculation

| | |
|--|---------------|
| a. Total Development Cost | \$15,019,667 |
| b. Total of Permanent Funding, Grants and Equity | - \$8,180,700 |
| c. Equity Gap | \$6,838,967 |
| d. Developer Equity | - \$681 |
| e. Equity gap to be funded with low-income tax credit proceeds | \$6,838,286 |

3. Syndication Information (If Applicable)

| | | | |
|--|---|--------|----------------|
| a. Actual or Anticipated Name of Syndicator: | ▶ Virginia Community Development Corporation (VCDC) | | |
| Contact Person: | Jen Wickham | Phone: | (804) 343-1200 |
| Street Address: | 1840 W Broad Street, Suite 200 | | |
| City: | Richmond | State: | VA Zip: 23229 |

| | |
|---|--------------|
| b. Syndication Equity | |
| i. Anticipated Annual Credits | \$787,900.00 |
| ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit) | \$0.868 |
| 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) | |
| v. Net credit amount anticipated by user of credits | \$787,821 |
| vi. Total to be paid by anticipated users of credit (e.g., limited partners) | \$6,838,286 |

| | |
|-----------------|-----------|
| c. Syndication: | Private |
| d. Investors: | Corporate |

| | |
|---|-------------|
| 4. Net Syndication Amount | \$6,838,286 |
| Which will be used to pay for Total Development Costs | |

| | |
|--------------------------------------|----------------|
| 5. Net Equity Factor | 86.7999733087% |
| Must be equal to or greater than 85% | |

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>\$15,019,667</u> |
| 2. Less Total of Permanent Funding, Grants and Equity | - | <u>\$8,180,700</u> |
| 3. Equals Equity Gap | | <u>\$6,838,967</u> |
| 4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment) | | <u>86.7999733087%</u> |
| 5. Equals Ten-Year Credit Amount Needed to Fund Gap | | <u>\$7,878,996</u> |
| Divided by ten years | | <u>10</u> |
| 6. Equals Annual Tax Credit Required to Fund the Equity Gap | | <u>\$787,900</u> |
| 7. Maximum Allowable Credit Amount (from Eligible Basis Calculation) | | <u>\$1,693,401</u> |
| 8. Requested Credit Amount | For 30% PV Credit: | <u>\$0</u> |
| | For 70% PV Credit: | <u>\$787,900</u> |
| Credit per LI Units | <u>\$15,151.9231</u> | Combined 30% & 70% PV Credit Requested |
| Credit per LI Bedroom | <u>\$5,793.3824</u> | |

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 | \$38,131 |
| Plus Other Income Source (list): Fees | \$400 |
| Equals Total Monthly Income: | \$38,531 |
| Twelve Months | x12 |
| Equals Annual Gross Potential Income | \$462,372 |
| Less Vacancy Allowance 7.0% | \$32,366 |
| Equals Annual Effective Gross Income (EGI) - Low Income Units | \$430,006 |

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

| | |
|---|------------|
| Total Monthly Income for Market Rate Units: | \$0 |
| Plus Other Income Source (list): | \$0 |
| Equals Total Monthly Income: | \$0 |
| Twelve Months | x12 |
| Equals Annual Gross Potential Income | \$0 |
| Less Vacancy Allowance 0.0% | \$0 |
| Equals Annual Effective Gross Income (EGI) - Market Rate Units | \$0 |

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

3. Cash Flow (First Year)

| | |
|---|-----------|
| a. Annual EGI Low-Income Units | \$430,006 |
| b. Annual EGI Market Units | \$0 |
| c. Total Effective Gross Income | \$430,006 |
| d. Total Expenses | \$273,975 |
| e. Net Operating Income | \$156,031 |
| f. Total Annual Debt Service | \$133,362 |
| g. Cash Flow Available for Distribution | \$22,669 |

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 | 430,006 | 438,606 | 447,378 | 456,326 | 465,452 |
| Less Oper. Expenses | 273,975 | 282,194 | 290,660 | 299,380 | 308,361 |
| Net Income | 156,031 | 156,412 | 156,718 | 156,946 | 157,091 |
| Less Debt Service | 133,362 | 133,362 | 133,362 | 133,362 | 133,362 |
| Cash Flow | 22,669 | 23,050 | 23,356 | 23,584 | 23,729 |
| Debt Coverage Ratio | 1.17 | 1.17 | 1.18 | 1.18 | 1.18 |

| | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---------------------|---------|---------|---------|---------|---------|
| Eff. Gross Income | 474,761 | 484,257 | 493,942 | 503,821 | 513,897 |
| Less Oper. Expenses | 317,612 | 327,140 | 336,955 | 347,063 | 357,475 |
| Net Income | 157,149 | 157,116 | 156,987 | 156,757 | 156,422 |
| Less Debt Service | 133,362 | 133,362 | 133,362 | 133,362 | 133,362 |
| Cash Flow | 23,787 | 23,754 | 23,625 | 23,395 | 23,060 |
| Debt Coverage Ratio | 1.18 | 1.18 | 1.18 | 1.18 | 1.17 |

| | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
|---------------------|---------|---------|---------|---------|---------|
| Eff. Gross Income | 524,175 | 534,658 | 545,352 | 556,259 | 567,384 |
| Less Oper. Expenses | 368,199 | 379,245 | 390,623 | 402,342 | 414,412 |
| Net Income | 155,975 | 155,413 | 154,729 | 153,917 | 152,972 |
| Less Debt Service | 133,362 | 133,362 | 133,362 | 133,362 | 133,362 |
| Cash Flow | 22,613 | 22,051 | 21,367 | 20,555 | 19,610 |
| Debt Coverage Ratio | 1.17 | 1.17 | 1.16 | 1.15 | 1.15 |

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: 13

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

Please help us with the process:
DO NOT use the CUT feature
DO NOT SKIP LINES BETWEEN BUILDINGS

| 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. | | 4 | | 307 Reese Street | Building 1 | Emporia | VA | 23847 | | | | | \$0 | | | | \$0 | \$1,447,351 | 12/31/25 | 9.00% | \$130,262 |
| 2. | | 4 | | 307 Reese Street | Building 2 | Emporia | VA | 23847 | | | | | \$0 | | | | \$0 | \$1,447,351 | 12/31/25 | 9.00% | \$130,262 |
| 3. | | 4 | | 307 Reese Street | Building 3 | Emporia | VA | 23847 | | | | | \$0 | | | | \$0 | \$1,447,351 | 12/31/25 | 9.00% | \$130,262 |
| 4. | | 4 | | 307 Reese Street | Building 4 | Emporia | VA | 23847 | | | | | \$0 | | | | \$0 | \$1,447,351 | 12/31/25 | 9.00% | \$130,262 |
| 5. | | 4 | | 307 Reese Street | Building 5 | Emporia | VA | 23847 | | | | | \$0 | | | | \$0 | \$1,447,351 | 12/31/25 | 9.00% | \$130,262 |
| 6. | | 4 | | 307 Reese Street | Building 6 | Emporia | VA | 23847 | | | | | \$0 | | | | \$0 | \$1,447,351 | 12/31/25 | 9.00% | \$130,262 |
| 7. | | 4 | | 307 Reese Street | Building 7 | Emporia | VA | 23847 | | | | | \$0 | | | | \$0 | \$1,447,351 | 12/31/25 | 9.00% | \$130,262 |
| 8. | | 4 | | 307 Reese Street | Building 8 | Emporia | VA | 23847 | | | | | \$0 | | | | \$0 | \$1,447,351 | 12/31/25 | 9.00% | \$130,262 |
| 9. | | 4 | | 307 Reese Street | Building 9 | Emporia | VA | 23847 | | | | | \$0 | | | | \$0 | \$1,447,352 | 12/31/25 | 9.00% | \$130,262 |
| 10. | | 4 | | 307 Reese Street | Building 10 | Emporia | VA | 23847 | | | | | \$0 | | | | \$0 | \$1,447,352 | 12/31/25 | 9.00% | \$130,262 |
| 11. | | 4 | | 307 Reese Street | Building 11 | Emporia | VA | 23847 | | | | | \$0 | | | | \$0 | \$1,447,352 | 12/31/25 | 9.00% | \$130,262 |
| 12. | | 4 | | 307 Reese Street | Building 12 | Emporia | VA | 23847 | | | | | \$0 | | | | \$0 | \$1,447,352 | 12/31/25 | 9.00% | \$130,262 |
| 13. | | 4 | | 307 Reese Street | Building 13 | Emporia | VA | 23847 | | | | | \$0 | | | | \$0 | \$1,447,352 | 12/31/25 | 9.00% | \$130,262 |
| 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 |

52 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$18,815,568

\$0

\$0

\$1,693,401

Number of BINS: 13

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

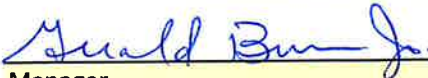
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia 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 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.

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 agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
- 16. that undersigned waives the right to pursue a Qualified Contract on this development.
- 17. 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: Emporia Rail Depot Townhomes LLC
By: ERDT Manager, LLC, its Managing Member
By: Canterbury Development Group, LLC, Its: Manage


By: 
 Its: Manager
 (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: | Walter G. Parks, Jr. |
| Virginia License#: | 007463 |
| Architecture Firm or Company: | Walter Parks Architect |

By: 

Its: Walter G. Parks, Jr., President
(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. Items 5f and 5g require 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:

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

| Included | | Score |
|---------------|-----------|-------------|
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y, N, N/A | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Total: | | 0.00 |

1. READINESS:

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

| | | |
|---------------|----------|--------------|
| Y | 0 or -50 | 0.00 |
| N | 0 or -25 | 0.00 |
| N | 0 to 10 | 0.00 |
| N | 0 or 10 | 0.00 |
| Y | 0 or 15 | 15.00 |
| N | 0 or 15 | 0.00 |
| Total: | | 15.00 |

2. HOUSING NEEDS CHARACTERISTICS:

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development provided priority letter from Rural Development
- h. Dev. located in area with increasing rent burdened population

| | | |
|---------------|-----------------|--------------|
| Y | 0 or up to 5 | 5.00 |
| N | 0 or 20 | 0.00 |
| 6.02% | Up to 40 | 12.04 |
| Y | 0 or 5 | 5.00 |
| N | 0 or 10 | 0.00 |
| 0% | 0, 20, 25 or 30 | 0.00 |
| N | 0 or 15 | 0.00 |
| N | Up to 20 | 0.00 |
| Total: | | 22.04 |

3. DEVELOPMENT CHARACTERISTICS:

| | | | |
|--|-----|-------------|---------------|
| a. Enhancements (See calculations below) | | | 58.00 |
| b. Project subsidies/HUD 504 accessibility for 5 or 10% of units | N | 0 or 50 | 0.00 |
| or c. HUD 504 accessibility for 10% of units | Y | 0 or 20 | 20.00 |
| d. Provides approved resident services or eligible childcare services | N | 0 or 15 | 0.00 |
| e. Provides telephonic or virtual health services | Y | 0 or 15 | 15.00 |
| f. Proximity to public transportation (within Northern VA or Tidewater) | Y10 | 0, 10 or 20 | 10.00 |
| g. Development will be Green Certified | Y | 0 or 10 | 10.00 |
| h. Units constructed to meet Virginia Housing's Universal Design standards | 50% | Up to 15 | 7.50 |
| i. Developments with less than 100 low income units | Y | up to 20 | 19.20 |
| j. Historic Structure eligible for Historic Rehab Credits | N | 0 or 5 | 0.00 |
| Total: | | | <u>139.70</u> |

4. TENANT POPULATION CHARACTERISTICS:

| | |
|--------------|-----------|
| Locality AMI | State AMI |
| \$59,600 | \$71,300 |

| | | | |
|---|--------|----------|--------------|
| 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 | 80.77% | Up to 15 | 15.00 |
| c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units) | 0.00% | Up to 10 | 0.00 |
| d. Units with rents at or below 40% of AMI (up to 10% of LI units) | 11.54% | Up to 10 | 10.00 |
| e. Units with rent and income at or below 50% of AMI | 0.00% | Up to 50 | 0.00 |
| f. Units with rents at or below 50% rented to tenants at or below 60% of AMI | 50.00% | Up to 25 | 0.00 |
| or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI | 50.00% | Up to 50 | 50.00 |
| Total: | | | <u>90.00</u> |

5. SPONSOR CHARACTERISTICS:

| | | | |
|---|---|-------------------|--------------|
| a. Experienced Sponsor - 1 development in Virginia | Y | 0 or 5 | 5.00 |
| b. Experienced Sponsor - 3 developments in any state | N | 0 or 15 | 0.00 |
| c. Developer experience - life threatening hazard | N | 0 or -50 | 0.00 |
| d. Developer experience - noncompliance | N | 0 or -15 | 0.00 |
| e. Developer experience - did not build as represented (per occurrence) | 0 | 0 or -2x | 0.00 |
| f. Developer experience - failure to provide minimum building requirements (per occurrence) | 0 | 0 or -50 per item | 0.00 |
| g. Developer experience - termination of credits by Virginia Housing | N | 0 or -10 | 0.00 |
| h. Developer experience - exceeds cost limits at certification | N | 0 or -50 | 0.00 |
| i. Socially Disadvantaged Principal owner 25% or greater | Y | 0 or 5 | 5.00 |
| j. Management company rated unsatisfactory | N | 0 or -25 | 0.00 |
| k. Experienced Sponsor partnering with Local Housing Authority pool applicant | N | 0 or 5 | 0.00 |
| Total: | | | <u>10.00</u> |

6. EFFICIENT USE OF RESOURCES:

| | | | |
|--------------------|--|-----------|---------------|
| a. Credit per unit | | Up to 200 | 178.23 |
| b. Cost per unit | | Up to 100 | 35.84 |
| Total: | | | <u>214.07</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 | N | Up to 30 | 0.00 |
| e. RAD or PHA Conversion participation and competing in Local Housing Authority pool | N | 0 or 10 | 0.00 |
| f. Team member with Diversity, Equity and Inclusion Designation | Y | 0 or 5 | 5.00 |
| g. Commitment to electronic payment of fees | Y | 0 or 5 | 5.00 |
| Total: | | | <u>70.00</u> |

400 Point Threshold - all 9% Tax Credits
 300 Point Threshold - Tax Exempt Bonds

TOTAL SCORE: 560.81

Enhancements:

| All units have: | Max Pts | Score |
|--|---------|--------------|
| a. Community Room | 5 | 5.00 |
| b. Exterior walls constructed with brick and other low maintenance materials | 40 | 36.00 |
| c. Sub metered water expense | 5 | 5.00 |
| d. Watersense labeled faucets, toilets and showerheads | 3 | 0.00 |
| e. Rehab only: Infrastructure for high speed internet/broadband | 1 | 0.00 |
| f. N/A for 2022 | 0 | 0.00 |
| g. Each unit provided free individual high speed internet access | 10 | 0.00 |
| h. Each unit provided free individual WiFi | 12 | 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 | 0.00 |
| l. Cooking surfaces equipped with fire suppression features | 2 | 2.00 |
| m. Rehab only: dedicated space to accept permanent dehumidification system | 2 | 0.00 |
| n. Provides Permanently installed dehumidification system | 5 | 0.00 |
| o. All interior doors within units are solid core | 3 | 0.00 |
| p. USB in kitchen, living room and all bedrooms | 1 | 1.00 |
| q. LED Kitchen Light Fixtures | 2 | 2.00 |
| r. % of renewable energy electric systems | 10 | 0.00 |
| s. New Construction: Balcony or patio | 4 | 4.00 |
| | | <u>58.00</u> |
| All elderly units have: | | |
| t. Front-control ranges | 1 | 0.00 |
| u. Independent/suppl. heat source | 1 | 0.00 |
| v. Two eye viewers | 1 | 0.00 |
| w. Shelf or Ledge at entrance within interior hallway | 2 | 0.00 |
| | | <u>0.00</u> |

Total amenities: 58.00

Y. Efficient Use of Resources

Credit Points for 9% Credits:

If the Combined Max Allowable Credits 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.

Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

| | |
|----------------------|-------------|
| Combined Max | \$1,693,401 |
| Credit Requested | \$787,900 |
| % of Savings | 53.47% |
| Sliding Scale Points | 178.23 |

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 cost 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.

| | | | |
|---------------------------------|--------------|----------------------|-------|
| Total Costs Less Acquisition | \$15,019,667 | | |
| Total Square Feet | 76,565.00 | | |
| Proposed Cost per SqFt | \$196.17 | | |
| Applicable Cost Limit per Sq Ft | \$239.00 | | |
| % of Savings | 17.92% | | |
| | | | |
| Total Units | 52 | | |
| Proposed Cost per Unit | \$288,840 | | |
| Applicable Cost Limit per Unit | \$288,464 | | |
| % of Savings | -0.13% | | |
| Max % of Savings | 17.92% | Sliding Scale Points | 35.84 |

Tab A:

- Organizational Documents
- Organizational Chart
- Developer Fee Agreement

OPERATING AGREEMENT

OF

**EMPORIA RAIL DEPOT TOWNHOMES, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY**

Dated as of January 13, 2023

**OPERATING AGREEMENT
OF
EMPORIA RAIL DEPOT TOWNHOMES, LLC**

THIS OPERATING AGREEMENT (this "Agreement"), dated as of January 13, 2023, by and among ERDT Manager, LLC, a Virginia limited liability company (the "Managing Member") and ERDT Developer, LLC (the "Initial Member"), provides as follows:

1. **FORMATION.** Emporia Rail Depot Townhomes, LLC (the "Company") was formed as a Virginia limited liability company under the provisions of Chapter 12 of Title 13.1 of the Code of Virginia of 1950, as amended (the "Act"), pursuant to the Articles of Organization dated January 13, 2023 (the "Articles"). A certificate of organization was issued by the State Corporation Commission of Virginia with respect to the Articles on January 13, 2023.

2. **NAME AND PLACE OF BUSINESS.** The business of the Company shall be conducted under the name of Emporia Rail Depot Townhomes, LLC. The principal office of the Company in Virginia shall be 501 Commerce Rd., Richmond, VA 23224-5413. The principal office of the Company may be changed by the Members at any time and from time to time, in their discretion.

3. **PURPOSES.** The principal purpose of the Company is to own certain land and in the City of Emporia, Virginia (the "Property"), and to own and develop the Property and to maintain and operate thereon Emporia Rail Depot Townhomes, a multifamily townhouse apartment complex (the "Apartment Complex"). The company may engage in any other lawful business as determined from time to time by the Members.

4. **MEMBERS.** ERDT Manager, LLC, a Virginia limited liability company, shall serve as the Managing Member, while ERDT Developer, LLC, shall serve as the Initial Member. Both have an address of 501 Commerce Road, Richmond, VA 23224-5413. The Company anticipates that the Initial Member will be replaced by a tax credit equity investor.

5. **MEMBER'S CAPITAL CONTRIBUTIONS.** Upon execution of this Agreement, the Member shall make the capital contribution set forth beside its name on Exhibit A attached hereto as its initial capital contribution in exchange for its membership interest in the Company. The Member shall not be required to make any further capital contributions, except as required in writing by the Members owning a majority of the membership interests.

6. **VOTING POWERS, MEETINGS, ETC. OF MEMBERS.**

6.01 **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.

6.02 Actions Requiring Approval of Members.

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

- (1) Amending the Articles in any manner that materially alters the preferences, privileges or relative rights of the Members.
- (2) Electing the Managers as provided in Article 7 hereof.
- (3) Taking any action that would make it impossible to carry on the ordinary business of the Company.
- (4) Confessing a judgment against the Company in excess of \$25,000.
- (5) Filing or consenting to filing a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act.
- (6) Loaning Company funds in excess of \$25,000, or for a term in excess of one year, to any Member.

(b) Unless the express terms of this Operating Agreement specifically provide otherwise, the affirmative vote of a majority of the voting membership interests shall be necessary and sufficient in order to approve or consent to any of the matters set forth in Section 6.02(a) above or any other matters in this Operating Agreement that require the approval or consent of the Members.

6.03 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.

6.04 Annual Meetings. The Members shall meet annually in the first Tuesday in January at 4:00 p.m. or at such other time as shall be determined by the Managers, or if there are no Managers, by the Members, for the purpose of the transaction of such business as may come properly before the meeting.

6.05 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Managers, and shall be called by the Managers at the request of any Member.

6.06 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 Voting Membership Interests necessary for adoption or approval of such matter on behalf of the Company. By way of example and not limitation, a majority of the Voting Membership Interests may take action as to any matter specified in Section 6.02 hereof by signing one or more written consents approving such action, without obtaining signed written consents from any other Members. Such consent or consents shall be filed with the minutes of the meetings of the Members. Action taken under this Section 6.06 shall be effective when the requisite Members have signed the consent or consents, unless the consent or consents specify a different effective date.

7. **MANAGERS.**

7.01 Powers of Manager. 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 Managing Members. 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) Obtaining general liability, property and other insurance for the Company, as the Managers deem proper.

(j) Taking such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 6.02 hereof.

(k) 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.

7.02 Election of Managing Member. The Members hereby unanimously elect ERDT Manager, LLC, a Virginia limited liability company, to serve as Managing Member of the Company, to serve until its successor shall be duly elected and qualify.

7.03 Action by One Manager When There are Two or More Managers. Unless otherwise expressly provided by the Act, the Articles, or the terms of this Operating Agreement, when there are two or more Managers elected by the Members, any one of the Managers may act on behalf of the Company to exercise any of the powers of a Manager conferred by Section 7.01 hereof. Notwithstanding the foregoing, when a Manager has so acted on behalf of the Company, he or she must provide notice of his or her action on behalf of the Company to every other duly elected Manager.

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

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

7.06 Manager's Expenses and Fees. A Manager shall be entitled, but not required, to receive a reasonable salary for services rendered on behalf of the Company or in his capacity as a Manager. The amount of such salary shall be determined by the Managers and consented to by the Members, which consent shall not be unreasonably withheld. The Company shall reimburse any Manager for reasonable out-of-pocket expenses which were or are incurred by the Manager on behalf of the Company with

respect to the start-up or operation of the Company, the on-going conduct of the Company's business, or the dissolution and winding up of the Company and its business.

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

7.08 Liability of Managers. So long as the Managers act in good faith with respect to the conduct of the business and affairs of the Company, no Manager shall be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error or judgment, for any mistake of fact or of law, or for any other act or thing which he 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 Managers and the Company.

8. **GOVERNING LAW**. This Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to choice of law provisions.

9. **BOOKS AND RECORDS**. The Members shall, at the Company's sole cost and expense, keep adequate books of account of the Company wherein shall be recorded and reflected, in accordance with generally accepted accounting principles, all of the Capital Contributions and all of the income, expenses and transactions of the Company and a list of the names and addresses, and interests held by the Members and any additional members in alphabetical order. All funds of the Company shall be deposited in a separate bank account or accounts as shall be determined by the Manager. All withdrawals therefrom shall be made upon checks signed by any Manager of the Company.

10. **FULL AUTHORITY**. Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder, and no approvals or consents of any other person are necessary in connection herewith.

IN WITNESS WHEREOF, the undersigned, being the Members of the Company, hereby agree, acknowledge, and certify that the foregoing Third Amended and Restated

Operating Agreement constitutes the entire Operating Agreement of the Company, adopted as of the date first hereinabove mentioned.

Managing Member:

ERDT Manager, LLC,
a Virginia limited liability company

By: Canterbury Development Group, LLC,
a Virginia limited liability company,
its Manager

By: 
Gerald "Junior" Burr, Jr., its Manager

Initial Member:

ERDT Developer, LLC,
a Virginia limited liability company

By: Canterbury Development Group, LLC,
a Virginia limited liability company,
its Manager


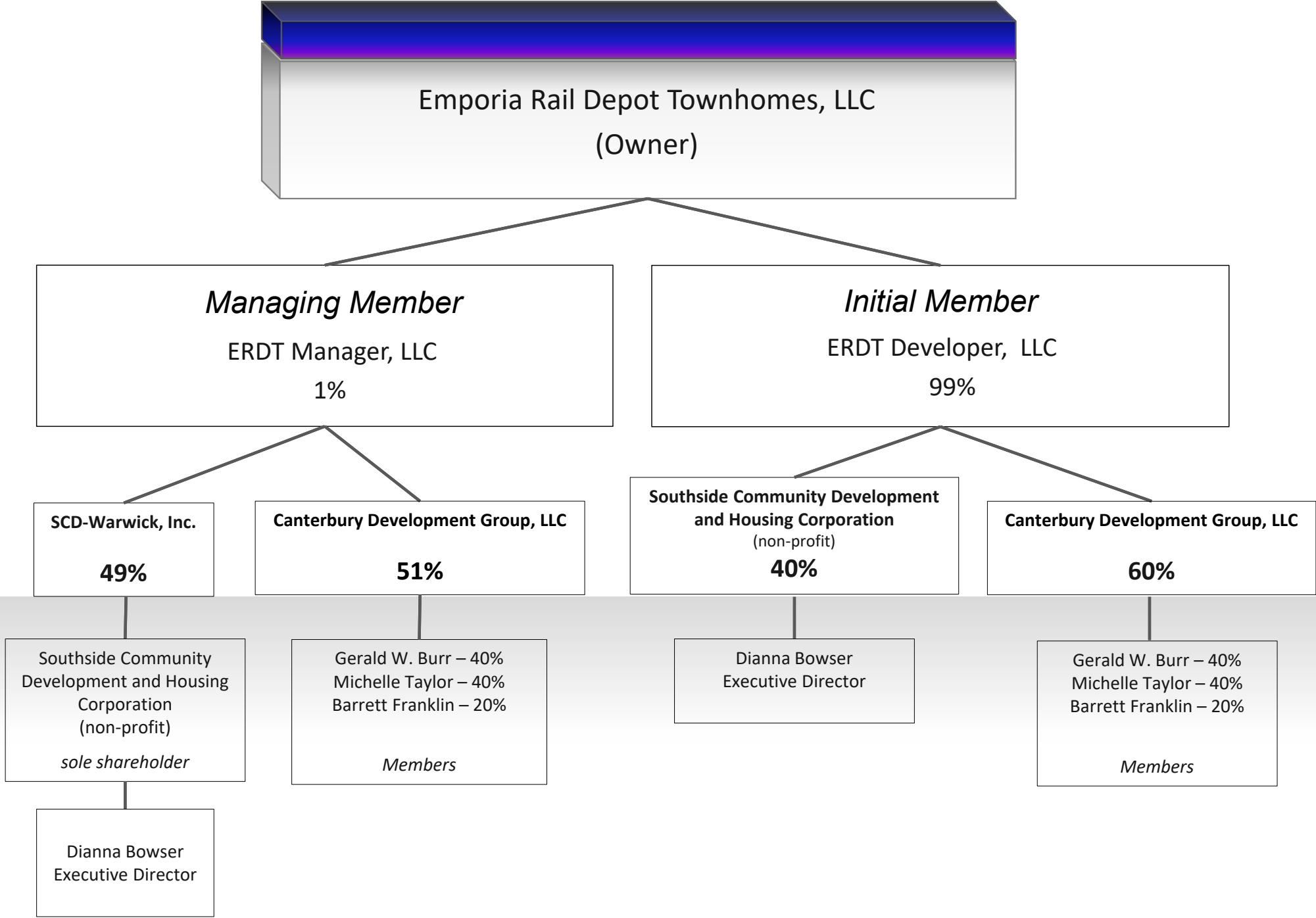
By: 
Gerald "Junior" Burr, Jr., its Manager

EXHIBIT A

| <u>MEMBER</u> | <u>PERCENTAGE INTEREST</u> | <u>CAPITAL CONTRIBUTION</u> |
|----------------------|---------------------------------------|--|
| ERDT Manager, LLC | 1% | \$1.00 |
| ERDT Developer, LLC | 99% | \$99.00 |
| TOTAL: | <u>100%</u> | <u>\$100.00</u> |

ORGANIZATIONAL CHART



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") made as of _____, 2023 by and between Emporia Rail Depot Townhomes LLC, a Virginia limited liability company (the "Company") and ERDT Developer, LLC a Virginia limited liability company (the "Developer").

Recitals

WHEREAS, the Company was formed to develop, construct, own, maintain and operate certain property as low-income residential rental housing, to be known as Emporia Rail Depot Townhomes, to be t located in Emporia, Virginia (the "Project").

WHEREAS, the Project, following the completion of construction, is expected to constitute a "qualified low-income housing project" (as defined in Section 42(g)(1) of the Code).

WHEREAS, the Developer has provided and will continue to provide certain services with respect to the Project during the acquisition, development, construction and initial operating phases thereof.

WHEREAS, in consideration for such services, the Company has agreed to pay to the Developer certain fees computed in the manner stated herein.

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Amended and Restated Operating Agreement of the Company of even date herewith (the "Operating Agreement").

NOW, THEREFORE, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

Section 1. Development Services.

(a) The Developer has performed certain services relating to the development of the Project and shall oversee the development and construction of the Project and shall perform the services and carry out the responsibilities with respect to the Project as are set forth herein, and such additional duties and responsibilities as are reasonably within the general scope of such services and responsibilities and are designated from time to time by the Company.

(b) The Developer's services shall be performed in the name and on behalf of the Company and shall consist of the duties set forth in subparagraphs (i)-(xiii) below of this Section 1(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of

any duty of the Developer set forth in this Agreement is beyond the reasonable control of the Developer, the Developer shall nonetheless be obligated to (i) use its best efforts to perform such duty and (ii) promptly notify the Company that the performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

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

(ii) Assist the Company in identifying sources of construction financing for the Project and negotiate the terms of such financing with lenders;

(iii) Establish and implement appropriate administrative and financial controls for the design and construction of the Project, including but not limited to:

(A) coordination and administration of the Project architect, the general contractor, and other contractors, professionals and consultants employed in connection with the design or construction of the Project;

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

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

(D) the rendering of advice and recommendations as to the selection of subcontractors and suppliers;

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

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

(G) applying for and maintaining in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project;

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

(I) furnishing such consultation and advice relating to the Project as may be reasonably requested from time to time by the Company;

(J) keeping the Company fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested by the Company and which are of a nature generally requested or expected of construction managers or owner's representatives on similar projects;

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

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

(iv) Inspect the progress of the course of construction of the Project, including verification of the materials and labor being furnished to and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the design or construction of the Project, and in addition to verify that the construction is being carried out substantially in accordance with the

plans and specifications approved by the Company or, in the event construction is not being so carried out, to promptly notify the Company;

(v) If requested to do so by the Company, perform on behalf of the Company all obligations of the Company with respect to the design or construction of the Project contained in any loan agreement or security agreement in connection with the Project, or in any lease or rental agreement relating to space in the Project, or in any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction, provided that copies of such agreements have been provided by the Company to the Developer or the Company has otherwise notified the Developer in writing of such obligations;

(vi) To the extent requested to do so by the Company, prepare and distribute to the Company a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by the Company, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loans arranged by the Company to cover the cost of design and construction of the Project, or as to the providing of additional capital contributions should such loan funds for any reason be unavailable or inadequate;

(vii) At the Company's expense, obtain and maintain insurance coverage for the Project, the Company, the Management Agent, and the Developer and its employees, at all times until final completion of construction of the Project, in accordance with an insurance schedule approved by the Company, which insurance shall include general public liability insurance covering claims for personal injury, including but not limited to bodily injury, or property damage, occurring in or upon the Property or the streets, passageways, curbs and vaults adjoining the Property. Such insurance shall be in a liability amount approved by the Company;

(viii) Comply with all applicable present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter in this subparagraph (ix) called "laws") of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters or Insurance Services. Offices having jurisdiction in the county in which the Project is located or any other body exercising functions similar to those of any of the foregoing, or any insurance carriers providing any insurance coverage for the Company or the Project, which may be applicable to the Project or any part thereof. Any such compliance undertaken by the Developer on behalf of and in the name of the Company, in accordance with the provisions of this Agreement, shall be at the Company's expense. The Developer shall likewise ensure that all agreements between the Company and independent contractors performing work in connection

with the Project shall include the agreement of said independent contractors to comply with all such applicable laws;

(ix) Assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the Developer's functions hereunder. Without limiting the foregoing, the Developer will prepare, accumulate and furnish to the Company and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will take application for appropriate exclusions from the capital costs of the Project for purposes of real property ad valorem taxes;

(x) Use its best efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedules for such completion approved by the Company;

(xi) At the direction of the Company, implement any decisions of the Company made in connection with the design, development and construction of the Project or any policies and procedures relating thereto, exclusive of leasing activities; and

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

Section 2. Limitations and Restrictions. Notwithstanding any provisions of this Agreement, the Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respect to (i) any matter not related to the construction or construction financing of the Project, including but not limited to the acquisition of the Project, the organization of the Company, obtaining permanent financing, obtaining an investor for the Company or leasing up the Project, such matters to be performed or supervised by the Managing Member and (ii) any of the following matters unless and until the same has been approved by the Company:

(a) Approval of all construction and architectural contracts and all architectural plans, specifications and drawings prior to the construction and/or alteration of any improvements contemplated thereby, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(b) Any proposed change in the work of the construction of the Project, or in the plans and specifications therefor as previously approved by the Company, or in the cost thereof, or any other change which would affect the design, cost, value or quality of the Project, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(c) Making any expenditure or incurring any obligation by or on behalf of the Company or the Project involving a sum in excess of \$50,000 or involving a sum of less than \$25,000 where the same relates to a component part of any work, the combined cost of which exceeds \$50,000, except for expenditures made and obligations incurred pursuant to and specifically set forth in a construction budget approved by the Company (the "Construction Budget") or for such matters as may be otherwise expressly delegated to the Developer by the Company;

(d) Making any expenditure or incurring any obligation which, when added to any other expenditure, exceeds the Construction Budget or any line item specified in the Construction Budget, except for such matters as may be otherwise expressly delegated in writing to the Developer by the Company; or

(e) Expending more than what the Developer in good faith believes to be the fair and reasonable market value at the time and place of contracting for any goods purchased or leased or services engaged on behalf of the Company or otherwise in connection with the Project.

Section 3. Accounts and Records.

(a) The Developer, on behalf of the Company, shall keep such books of account and other records as may be required and approved by the Company, including, but not limited to, records relating to the costs of construction advances. The Developer shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the Company, covering all collections, if any, disbursements and other data in connection with the Project prior to final completion of construction. All accounts and records relating to the Project, including all correspondence, shall be surrendered to the Company, upon demand without charge therefor.

(b) The Developer shall cooperate with the Management Agent to facilitate the timely preparation by the Management Agent of such reports and financial statements as the Management Agent is required to furnish pursuant to the Management Agreement.

(c) All books and records prepared or maintained by the Developer shall be kept and maintained at all times at the place or places approved by the Company, and shall be available for and subject to audit, inspection and copying by the Management Agent, the Company or any representative or auditor thereof or supervisory or regulatory authority, at the times and in the manner set forth in the Operating Agreement.

Section 4. Obligation To Complete Construction and to Pay Development Costs.

The Developer shall complete the construction of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanics', materialmen's or similar liens, and shall equip the Project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, including refrigerators and ranges, provided for in the Project Documents and the Plans and Specifications. The Developer also shall cause the achievement of Final Closing in accordance with the terms of the Operating Agreement. If the Specified Proceeds as available from time to time are insufficient to cover all Development Costs and achieve Final Closing, the Developer shall advance or cause to be advanced to the Company from time to time as needed all such funds as are required to pay such deficiencies. Any such advances ("Development Advances") shall, to the extent permitted under the Project Documents and any applicable regulations or requirements of any Project Lender or Agency, be reimbursed at or prior to Final Closing only out of Specified Proceeds available from time to time after payment of all Development Costs. Any balance of the amount of each Development Advance not reimbursed through Final Closing shall not be reimbursable to the Developer and shall not be credited to the Capital Account of any Member, or otherwise change the interest of any Person in the Company, but shall be borne by the Developer under the terms of this Agreement, provided, however, if the Managing Member makes a Development Advance, such Advance shall be repaid as a Completion Loan under the Operating Agreement.

Section 5. Development Amount.

Any Development Advances made by the Developer shall be reimbursed from Specified Proceeds as set forth in Section 4. As reimbursement for any additional Development Advances and as a fee for its services in connection with the development of the Project and the supervision of the construction of the Project, the Developer shall be paid an amount (the "Development Amount") equal to the lesser of (a) One Million and No/100 Dollars (\$1,000,000); or (b) the maximum amount which conforms to the developer fee standards imposed by the Virginia Housing Development Authority. The Development Amount shall be deemed to have been earned as follows:

- (i) Twenty percent (20%) as of the date of this agreement; and
- (ii) Eighty percent (80%) upon Substantial Completion of the Project (and, prior to Substantial Completion, a pro rata percentage (based on square footage) of the 80% will be deemed earned over the course of construction, in an amount equal to the percentage of completion of the construction.

The Development Amount shall be paid in installments as follows:

- (i) _____ percent (___ %) on initial equity funding of the Project;
- (ii) _____ percent (___ %) upon substantial completion of the Project; and
- (iii) _____ percent (___ %) upon achievement of 95% occupancy for the Project.

Any installment of the Development Amount not paid when otherwise due hereunder shall be deferred without interest and shall be paid from next available Net Cash Flow in the priority set forth in Section 11.03(b) of the Operating Agreement; provided, however, that any unpaid balance of the Development Amount shall be due and payable in all events on the thirteenth anniversary of placement in service.

Section 6. Applicable Law.

This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 7. Binding Agreement.

This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns. As long as the Developer is not in default under this Agreement, the obligation of the Company to pay the Development Amount shall not be affected by any change in the identity of the Managing Member of the Company.

Section 8. Headings.

All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

Section 9. Terminology.

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

For purposes of this Agreement, the following terms have the following meanings:

"Development Costs" means any and all costs and expenses necessary to (i) cause the construction of the Project to be completed, in a good and workmanlike manner, free and clear of all mechanics', materialmen's or similar liens, in accordance with the Plans and Specifications, (ii) equip the Project with all necessary and appropriate fixtures, equipment and articles of personal property (including, without limitation, refrigerators and ranges), (iii) obtain all required certificates of occupancy for the apartment units and other space in the Project, (iv) finance the construction of the Project and achieve Final Closing in accordance with the provisions of the Project Documents, (v) discharge all Company liabilities and obligations arising out of any casualty occurring prior to Final Closing generating insurance proceeds for the Company, (vi) fund any Company reserves required hereunder or under any of the Project Documents at or prior to Final Closing, (vii) repay and discharge the construction loan from _____; and (viii) pay any other costs or expenses necessary to achieve the Completion Date and Final Closing.

"Specified Proceeds" means (i) the proceeds of all Project Loans, (ii) the net rental income, if any, generated by the Project prior to Final Closing which is permitted by the Project Lenders to be applied to the payment of Development Costs, (iii) the Capital Contributions of the Investor Member, (iv) the Capital Contributions of the Managing Member in the amounts set forth in of the Operating Agreement as of the Initial Closing, and (v) any insurance proceeds arising out of casualties occurring prior to Final Closing.

Section 10. Benefit of Agreement.

The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the Company and its Members and shall not inure to the benefit of any creditor of the Company other than a Member, notwithstanding any pledge or assignment by the Company of this Agreement of any rights hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY:

Emporia Rail Depot Townhomes LLC,
a Virginia limited liability company

By: ERDT Manager, LLC
its Managing Member

By: Canterbury Development Group, LLC,
its Manager

By: _____
Gerald W. Burr, Jr., its Manager

DEVELOPER:

ERDT Developer, LLC
a Virginia limited liability company

By: Canterbury Development Group, LLC,
its Manager

By: _____
Gerald W. Burr, Jr. , its Manager

Signed at Equity Closing

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Emporia Rail Depot Townhomes, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on January 13, 2023; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 2, 2023

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

Bernard J. Logan, Clerk of the Commission

Tab C:

Principal's Previous Participation Certification
(MANDATORY)

Appendices continued

Previous Participation Certification

Development Name Emporia Rail Depot Townhomes

Name of Applicant (entity) Emporia Rail Depot Townhomes 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
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

Appendices continued


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

March 9, 2023
Date (no more than 30 days prior to submission of the Application)

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

Tab E:

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

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT ("Agreement"), is made and entered into as of the 1st day of March, 2023, by and between the **City of Emporia, Virginia**, a political subdivision of the Commonwealth of Virginia ("Donor"), and **Southside Community Development & Housing Corporation**, a Virginia non-stock corporation ("Donee") and provides, as follows:

FOR AND IN CONSIDERATION of the mutual covenants set forth herein, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby agree as follows:

1. **Property.** Subject to the terms and conditions contained herein, the Donor agrees to donate and convey to the Donee, and the Donee agrees to accept from Donor, on the terms and conditions set forth herein, the real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference consisting of a parcels of land, in the City of Emporia, Virginia, used for multifamily housing (the "Property"). The Donor will convey the Property free and clear of all liens, but subject to all covenants, easements, restrictions, reservations and matters of record affecting the Property and accepted per Paragraph 5, below.

2. **Development Agreement and Ownership Structure.**

(a) As an express condition of the Donor's donation of the Property to the Donee agrees to have the Property developed as up to 52 townhouses for rent as affordable housing (the "Development"). The preliminary site plan for the Development is as shown in the attached Exhibit "B".

(b) In order to finance the Development, in part, Donee shall apply for an allocation of low-income housing tax credits (the "Allocation") from the Virginia Housing and Development Authority ("VHDA"). Due to nature of how such Allocation is implemented, the Allocation will be applied for by Emporia Rail Depot Townhomes, LLC, a Virginia limited liability company ("ERDT"). ERDT will initially be owned by ERDT Manager, LLC, a Virginia limited liability company (the "Managing Member"), who, after admission of the tax credit equity investor, will serve as the managing member of ERDT. The Managing Member will remain owned by Donee (through its subsidiary, SCD-Warwick, Inc., which is necessary for tax-credit projects), together with its development partner, Canterbury Development Group, LLC. In this way, Donee will fulfill its obligation to complete the Development through ERDT.

(c) After Donee receives the Property from Donor, Donee shall grant the Property to SCD-Warick, Inc., who will contribute the Property to the

Managing Member as a capital contribution to the Managing Member. Then, the Managing Member will contribute the Property to ERDT as a capital contribution to ERDT. In this way, the Property will ultimately be titled in the name of ERDT in order for Donee to direct and complete the Development through ERDT.

3. Conditions Precedent. Donor's obligation to Donate the Property to Donee, and Donee's obligation to complete the Development, shall be conditioned on PCH receiving the Allocation, and such Allocation being in an amount sufficient in Donee's discretion, after a review of the other sources of financing, to allow ERDT to finance the Development. The timing of closing and the transfer of the Property from Donor to Donee will be contingent on Donee having its construction financing and tax credit equity syndication ready to close, such that the transfer of the Property, the construction financing, and the tax credit equity syndication can close in a single transaction.

4. "As Is" Conveyance of Property; No Warranties. The Property shall be donated and conveyed "AS IS, WHERE IS" and title and possession shall be subject to:

(a) All present and future zoning, building and environmental laws, ordinances, codes, restrictions and regulations of any municipal, state, federal or other authority having jurisdiction over the Property, including, without limitation, any proffered conditions affecting the Property. Donor recognizes that Donee will subdivide the Property to form individual lots for the townhouses, and Donor will cooperate with Donor as to the same.

(b) The physical condition and state of repair of the Property as of the date of the Settlement; Donee hereby agrees to accept the Property and all features and components thereof "AS-IS, WHERE-IS". Donor hereby disclaims any and all warranties pertaining to the Property, including, without limitation, warranties of habitability, merchantability, marketability, development, use or fitness for a particular use, and Donee hereby releases and discharges Donor from any and all of such obligations, claims, demands and liabilities and from any and all obligations arising out of, resulting from or related to the Property, including but not limited to, any right or claims of contribution, arising out of, resulting from or related to the environmental status of the Property and the existence of hazardous waste, hazardous substances or petroleum products (or any other contamination) upon or within the Property.

(c) All covenants, agreements, restrictions and easements of record except as objected in Paragraph 5, below.

(d) The lien of all real estate taxes, whether or not due or payable, to be apportioned as of midnight of the day before Settlement.

5. Examination of Title and Survey. Donee shall, prior to Settlement, deliver a written statement of objections to any items reflected in a current title report or

survey of the Property that would make title uninsurable. In the event Donee does not furnish Donor with a written statement of objections prior to Settlement, Donee shall be deemed to have waived any and all objections to the status of title and survey to the Property and shall be deemed to have approved all matters of record. In the event that Donee advises Donor of any objections as to the insurability of title or survey, Donor shall have the right, but not the obligation, to cure any such objections. In the event Donor elects not to cure any such objections or attempts to cure same but is unable to cure such objections, Donee shall have the option to (i) waive said objections and to proceed with accepting the donation of the Property and proceeding with the Development on the terms contained herein, or (ii) terminate this Agreement. In the event Donor elects to cure any objections raised by Donee concerning said title or survey, Donor shall have a reasonable period of time within which to cure such objections, and the Settlement date shall be extended accordingly. Title insurance endorsements shall be deemed satisfactory cure of any title or survey objections.

6. Settlement.

(a) **Time and Place.** Settlement of the purchase and sale of the Property shall occur concurrently with the closing of Donee's construction financing and tax credit equity syndication, but no later than on or before June 30, 2024 ("Settlement"). Settlement shall be made at the offices of Donee's title company or such other location as Donee may reasonably designate.

(b) **Donee's Deliveries.** At Settlement, the Donee shall deliver whatever funds are necessary to record the Deed, which shall be payable by wire transfer of funds to Donee's title company's account.

(c) **Donor's Deliveries.** Donor shall deliver the following to Donee in form and substance satisfactory to Purchaser: (i) a special warranty deed (the "Deed") conveying fee simple title to the Property; (ii) an affidavit as typically required by Donee's title company; (iii) a Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986; and (iv) a Virginia Department of Taxation Form R-5 or R-5E, as applicable.

(d) **Costs.** The Donor shall pay the costs of preparing the Deed, and the Grantor's Tax thereon, if any. The Donee shall pay for all transfer taxes for recording the Deed, any settlement fee charged by Donee's title company, the cost of recording any Deed of Trust and any UCC-1s and a lender's title insurance policy, the examination of title to the Property and all premiums charged by the Donee's title insurance company, and the survey cost. Real estate taxes, rents, common area maintenance costs, utilities, assessments and any other related fees shall be prorated between Donor and Donee as of Settlement.

7. Risk of Loss. Risk of loss by reason of fire or other casualty or by exercise of the power of eminent domain shall remain on the Donor with respect to the Property until legal title to the Property is transferred to the Donee. If the Property is

damaged by casualty or taken by exercise of the power of eminent domain prior to the transfer of the legal title thereto, the Donee may, at its option, either (i) terminate the obligation to receive the Property and carry out the Development, or (ii) waive the foregoing right and proceed to receive the Property and carry out the Development, as provided herein, in which event all insurance or condemnation proceeds, if any, payable to the Donor in connection with the casualty or taking shall be paid to the Donee.

8. Donor's Inability to Convey Title. In the event that Donor is unable to convey title in accordance with the terms of this Agreement for any reason whatsoever, Donee's sole remedy shall be to terminate this Agreement, in which event neither party shall have any further liability hereunder. Donee may, nevertheless, accept such title as Donor may be able to convey, without any other liability on the part of Donor. Donor represents and warrants that, as of the date of this Agreement, Donor has title to all of parcels of land comprising the Property.

9. Donee's Default. In the event that Donee fails or refuses to perform its obligations hereunder, (a) prior to Settlement, then Donor shall be entitled, after providing notice of default to Donee and allowing a reasonable time to cure such default, to terminate this Agreement; (b) after Settlement, but prior to Donee's closing its construction financing for the Development, then Donor shall be entitled, after providing notice of default to Donee and a reasonable time to cure such default, to terminate this Agreement and Donee (or ERDT, as applicable) shall return the Property to Donor; or (c) after Settlement, and after Donee has closed its construction financing for the Development, then Donor shall be entitled, after providing notice of default to Donee and a reasonable time to cure such default, to make such claim for damages against Donee as may be appropriate under the circumstances. Donor recognizes that in order for Donee to secure construction financing for the Development, Donor may not hold a right of reverter or any other right to recover the Property ahead of any lender of Donee secured by a lien on the Property. As such, once Donee closes its construction financing and pledges the Property as collateral to a lender, any right of reverter to Donor or any right of Donor to recover the Property shall be terminated.

10. Authority. The undersigned persons executing and delivering this Agreement on behalf of Donee and Donor represent and certify that they have been fully empowered and authorized to do the same.

11. Broker. Each party hereunder represents and warrants that it did not consult or deal with any broker or agent, real estate or otherwise, with regard to this Agreement or the transactions contemplated hereby. Each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representations and warranties.

12. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if

delivered by hand by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed as follows:

For the Donor: City of Emporia
 201 South Main Street
 Post Office Box 511
 Emporia, Virginia 23847

For the Donee: Southside Community Development &
 Housing Corporation
 Attn.: Dianna Bowser
 1624 Hull Street
 Richmond, VA 23224

13. No Assignment. Donee's rights and obligations hereunder may not be assigned or transferred without the prior written consent of Donor.

14. Entire Agreement. This Agreement contains the entire agreement between the Donor and the Donee relating to the Property and supersedes all prior and contemporaneous negotiations, agreements, written and oral, between the parties. This Agreement shall not be amended or modified and no waiver of any provision hereto shall be effective unless set forth in writing signed by the parties.

15. Governing Law; Construction.

(a) This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Virginia, and the terms and provisions hereof shall survive the Settlement, except as otherwise provided herein.

(b) All headings of sections of this Agreement are inserted for convenience only.

(c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

(d) The provisions of this Agreement are intended to be for the sole benefit of the parties hereto, and their respective successors and assigns.

(e) This Agreement shall be construed without regard to any presumption or rule requiring construction against the party responsible for the drafting of this Agreement.

16. **Survival.** The terms and conditions of this Agreement shall survive closing and the delivery of the Deed by Donor and the acceptance thereof by Donee.

17. **Exhibits.** This Agreement includes the following Exhibits:

Exhibit A - Description of the Property

Exhibit B – Preliminary Site Plan of the Development

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

DONOR:

City of Emporia, Virginia, a political subdivision of the Commonwealth of Virginia

By: William E. Johnson
Name: William E. Johnson
Its: City Manager

Approved as to Form:

E. O. H. J.
City Attorney

DONEE:

Southside Community Development & Housing Corporation, a Virginia non-stock corporation

By: Dianna Bowser
Name: Dianna Bowser
Its: President and CEO

EXHIBIT "A" - PROPERTY DESCRIPTION

All those certain lots or parcels of land, and the platted but undeveloped streets between them, all as necessary to make up the site plan for the Development shown in Exhibit "B", and generally known and generally described as:

Parcel B

BEGINNING at an iron pin found in the southwesterly line of Atlantic Street at the northwest corner of lands now or formerly of R. C. and Ann K. Newsome (D.E. 100, Pg. 730); -thence with the Newsome lands the following two (2) courses:

- 1- South 389 37' 08" West 97.84 ft. to an iron pin found, and
- 2- South 499 56' 46" East, passing an iron pin set at 177.14 ft., a total distance of 212.00 ft. to a point in Reese Street; thence South 32' 53' 15" West 516.04 ft. to a painted mark on a steel grate at or near the intersection of Reese Street with the northeasterly line of Southampton Street; thence along Southampton Street, North 59' 18' 57" West 367.39 ft. to an iron pin set 53.00 ft. southeast of Grantor's most westerly railroad track; thence North 39' 06' 54" East 678.47 ft. to an iron pin set 53.00 ft. southeast of the westerly railroad track in the southwesterly line of Atlantic Street; thence with the southwesterly line of Atlantic Street, South 44• 40' 08" East 95-18 ft. to the POINT OF BEGINNING; containing 4.42 acres, more or less.

EXHIBIT "B" – PRELIMINARY SITE PLAN OF THE DEVELOPMENT



CITY OF EMPORIA

March 13, 2023

The below table shows the assessed values for the Emporia City-Owned Lot 49. For the past 15 years, Lot 49 has consisted of two adjacent City-Owned properties: Lot 49C (also known as 400 Halifax Street) and Lot 49B (also known as 307 Reese Street and the site of the proposed Emporia Rail Depot Townhomes development). Lot 49C has one structure and Lot 49B is vacant. The City of Emporia is currently in the process of separating the properties in preparation for the donation of Lot 49B (307 Reese Street) to Southside Community Development & Housing Corporation (SCDHC). Lot 49B is approximately 4.32 acres. At \$25,000 per acre, the current total value of Lot 49B would be **\$108,000**. The value of this property has stayed the same for the last 15 years.

Tax Assessments, 307 Reese Street, Emporia, VA

| YEAR | LAND | BUILDINGS | TOTAL VALUE |
|------|---------|-----------|-------------|
| 2022 | 117,500 | 106,700 | 224,200 |
| 2021 | 117,500 | 105,200 | 222,700 |
| 2020 | 117,500 | 105,200 | 222,700 |
| 2019 | 117,500 | 105,700 | 223,200 |
| 2018 | 117,500 | 105,700 | 223,200 |
| 2017 | 117,500 | 105,700 | 223,200 |
| 2016 | 117,500 | 105,700 | 223,200 |
| 2015 | 117,500 | 116,900 | 234,400 |
| 2014 | 117,500 | 116,900 | 234,400 |
| 2013 | 117,500 | 120,500 | 238,000 |
| 2012 | 117,500 | 120,500 | 238,000 |
| 2011 | 117,500 | 138,800 | 256,300 |
| 2010 | 117,500 | 138,800 | 256,600 |
| 2009 | 117,500 | 134,400 | 251,900 |
| 2008 | 117,500 | 134,400 | 251,900 |

Please contact me at (434) 634-3332 if you have any questions.

Sincerely,

William E. Johnson, III
City Manager

Tab F:

RESNET Rater Certification (MANDATORY)

RESNET Rater Certification of Development Plans

Deal Name _____

Deal Address _____

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP). In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

***** Please note that this may cause the Application to be ineligible for credits. The Requirements apply to any new, adaptive reuse or rehabilitated development (including those serving elderly and/or physically disabled households).**

In addition provide HERS rating documentation as specified in the manual

_____ **New Construction** – EnergyStar Certification

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

_____ **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 Virginia Housing 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 Virginia Housing 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 Virginia Housing.

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

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



Project Name: Emporia Rail Depot Townhomes
Construction Type: New Construction
Energy Efficiency Path: Energy Star MFNC V1.1

| Unit Type | Quantity | HERS | ES V1.1 Target |
|--|----------|-----------|----------------|
| A (3BR, TH End) | 13 | 61 | 66 |
| B (3BR, TH End) | 13 | 61 | 66 |
| C (3BR, TH Mid) | 8 | 60 | 66 |
| D (3BR, TH Mid) | 8 | 60 | 66 |
| E (1BR, Lower) | 5 | 58 | 65 |
| F (1BR, Upper) | 5 | 58 | 65 |
| Projected Project HERS - Weighted Average | | 60 | |

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-02

Registry ID:

Ekotrope ID: vPaaAwQ2

HERS® Index Score:

58

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

Annual Savings

\$736

*Relative to an average U.S. home

Home:
307 Reese Street
Emporia, VA 23847

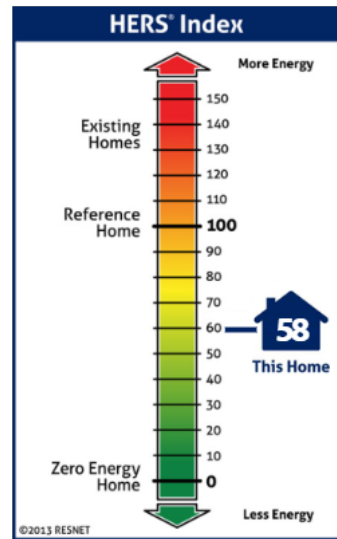
Builder:
Canterbury Enterprises LLC

Your Home's Estimated Energy Use:

| | Use [MBtu] |
|-------------------------|-------------|
| Heating | 4.0 |
| Cooling | 1.7 |
| Hot Water | 4.1 |
| Lights/Appliances | 11.2 |
| Service Charges | |
| Generation (e.g. Solar) | 0.0 |
| Total: | 21.0 |

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | E (1BR, FL1) |
| Community: | Townhomes |
| Conditioned Floor Area: | 812 ft ² |
| Number of Bedrooms: | 1 |
| Primary Heating System: | Air Source Heat Pump • Electric • 7.5 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 14.3 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.92 UEF |
| House Tightness: | 5 ACH50 |
| Ventilation: | 25 CFM • 23 Watts |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-14 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | N/A |

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 3/15/23 at 1:51 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-02

Registry ID:

Ekotrope ID: da88p3NL

HERS® Index Score:

61

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

Annual Savings

\$1,256

*Relative to an average U.S. home

Home:
307 Reese Street
Emporia, VA 23847

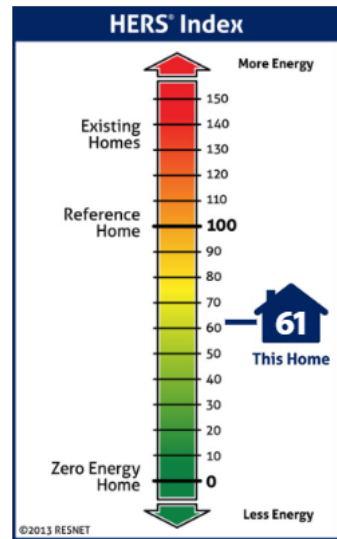
Builder:
Canterbury Enterprises LLC

Your Home's Estimated Energy Use:

| | Use [MBtu] |
|-------------------------|-------------|
| Heating | 11.8 |
| Cooling | 3.5 |
| Hot Water | 6.6 |
| Lights/Appliances | 16.2 |
| Service Charges | |
| Generation (e.g. Solar) | 0.0 |
| Total: | 38.1 |

This home meets or exceeds the criteria of the following:

ENERGY STAR v3.1
ENERGY STAR v3



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Townhouse, end unit |
| Model: | B (3BR, TH) |
| Community: | Townhomes |
| Conditioned Floor Area: | 1,615 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump • Electric • 7.5 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 14.3 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.92 UEF |
| House Tightness: | 5 ACH50 |
| Ventilation: | 50 CFM • 44 Watts |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-14 |
| Ceiling: | Attic, R-49 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | N/A |

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 3/15/23 at 1:51 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-02

Registry ID:

Ekotrope ID: LXEEw1ad

HERS® Index Score:

60

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

Annual Savings

\$1,148

*Relative to an average U.S. home

Home:
307 Reese Street
Emporia, VA 23847

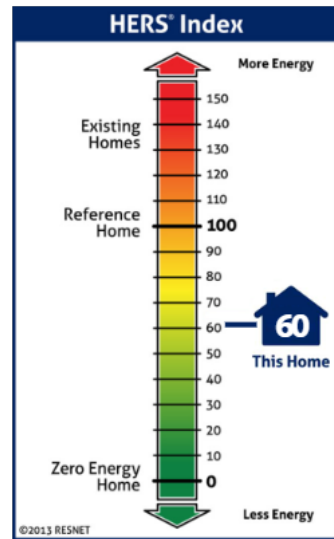
Builder:
Canterbury Enterprises LLC

Your Home's Estimated Energy Use:

| | Use [MBtu] |
|-------------------------|-------------|
| Heating | 8.1 |
| Cooling | 3.2 |
| Hot Water | 6.7 |
| Lights/Appliances | 15.6 |
| Service Charges | |
| Generation (e.g. Solar) | 0.0 |
| Total: | 33.7 |

This home meets or exceeds the criteria of the following:

ENERGY STAR v3.1
ENERGY STAR v3



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Townhouse, inside unit |
| Model: | D (3BR, TH) |
| Community: | Townhomes |
| Conditioned Floor Area: | 1,435 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump • Electric • 7.5 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 14.3 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.92 UEF |
| House Tightness: | 5 ACH50 |
| Ventilation: | 50 CFM • 44 Watts |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-14 |
| Ceiling: | Attic, R-49 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | N/A |

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 3/15/23 at 1:51 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-02

Registry ID:

Ekotrope ID: dG55kzR2

HERS® Index Score:

60

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

Annual Savings

\$1,185

*Relative to an average U.S. home

Home:

307 Reese Street
Emporia, VA 23847

Builder:

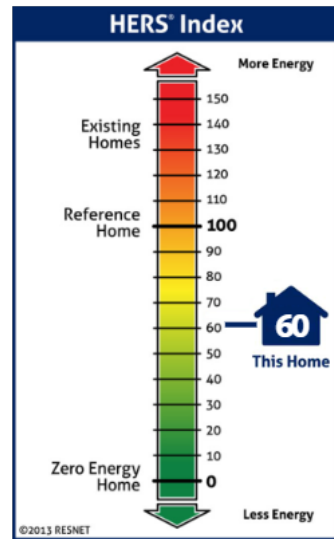
Canterbury Enterprises LLC

Your Home's Estimated Energy Use:

| | Use [MBtu] |
|-------------------------|-------------|
| Heating | 9.1 |
| Cooling | 3.3 |
| Hot Water | 6.8 |
| Lights/Appliances | 16.0 |
| Service Charges | |
| Generation (e.g. Solar) | 0.0 |
| Total: | 35.2 |

This home meets or exceeds the criteria of the following:

ENERGY STAR v3.1
ENERGY STAR v3



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Townhouse, inside unit |
| Model: | C (3BR, TH) |
| Community: | Townhomes |
| Conditioned Floor Area: | 1,526 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump • Electric • 7.5 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 14.3 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.92 UEF |
| House Tightness: | 5 ACH50 |
| Ventilation: | 50 CFM • 44 Watts |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-14 |
| Ceiling: | Attic, R-49 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | N/A |

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 3/15/23 at 1:51 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-02

Registry ID:

Ekotrope ID: LXEEwY9d

HERS® Index Score:

58

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

Annual Savings

\$790

*Relative to an average U.S. home

Home:

307 Reese Street
Emporia, VA 23847

Builder:

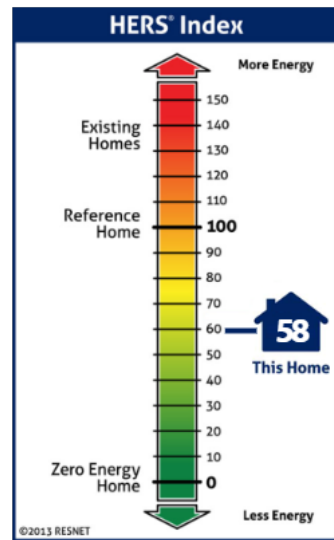
Canterbury Enterprises LLC

Your Home's Estimated Energy Use:

| | Use [MBtu] |
|-------------------------|-------------|
| Heating | 4.6 |
| Cooling | 2.1 |
| Hot Water | 4.1 |
| Lights/Appliances | 11.6 |
| Service Charges | |
| Generation (e.g. Solar) | 0.0 |
| Total: | 22.4 |

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | F (1BR, FL2) |
| Community: | Townhomes |
| Conditioned Floor Area: | 900 ft ² |
| Number of Bedrooms: | 1 |
| Primary Heating System: | Air Source Heat Pump • Electric • 7.5 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 14.3 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.92 UEF |
| House Tightness: | 5 ACH50 |
| Ventilation: | 25 CFM • 23 Watts |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-14 |
| Ceiling: | Attic, R-49 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-13 |

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 3/15/23 at 1:51 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-02

Registry ID:

Ekotrope ID: L7uap5vv

HERS® Index Score:

61

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

Annual Savings

\$1,192

*Relative to an average U.S. home

Home:

307 Reese Street
Emporia, VA 23847

Builder:

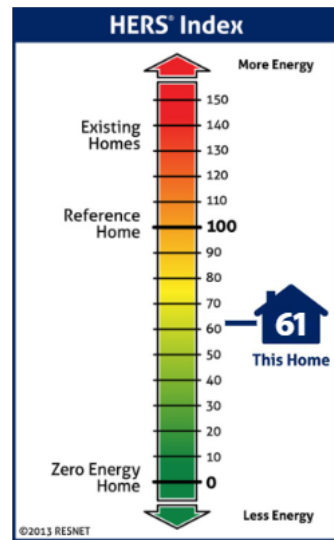
Canterbury Enterprises LLC

Your Home's Estimated Energy Use:

| | Use [MBtu] |
|-------------------------|-------------|
| Heating | 11.2 |
| Cooling | 3.3 |
| Hot water | 6.5 |
| Lights/Appliances | 15.7 |
| Service Charges | |
| Generation (e.g. Solar) | 0.0 |
| Total: | 36.6 |

This home meets or exceeds the criteria of the following:

ENERGY STAR v3.1
ENERGY STAR v3



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Townhouse, end unit |
| Model: | A (3BR, TH) |
| Community: | Townhome |
| Conditioned Floor Area: | 1,465 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump - Electric - 7.5 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump - Electric - 14.3 SEER2 |
| Primary Water Heating: | Residential Water Heater - Electric - 0.93 UEF |
| House Tightness: | 5 ACH50 |
| Ventilation: | 5 J CFM • 44 Watts |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-14 |
| Ceiling: | Attic, R-49 |
| Window Type: | -Value 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | N/A |

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 3/15/23 at 1:51 PM



Tab G:

Zoning Certification Letter (MANDATORY)



Date 3-6-2023

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

RE: ZONING CERTIFICATION

Name of Development Emporia Rail Depot Townhomes

Name of Owner/Applicant Emporia Rail Depot Townhomes LLC.

Name of Seller/Current Owner City of Emporia

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 Virginia Housing solely for the purpose of determining whether the Development qualifies for credits available under Virginia Housing's Qualified Allocation Plan.

Development Description:

Development Address
307 Reese Street
Emporia, Virginia 23847

VOL **220** PAGE **88**

Legal Description

EXCERPT FROM 1996
DEED CONVEYING THE
PARCEL TO THE CITY
OF EMPORIA:

Parcel B

BEGINNING at an iron pin found in the southwesterly line of Atlantic Street at the northwest corner of lands now or formerly of R. C. and Ann K. Newsome (D.B. 100, Pg. 730); thence with the Newsome lands the following two (2) courses:
1- South 38° 37' 08" West 97.84 ft. to an iron pin found, and
2- South 49° 56' 46" East, passing an iron pin set at 177.14 ft., a total distance of 212.00 ft. to a point in Reese Street; thence South 32° 53' 15" West 516.04 ft. to a painted mark on a steel grate at or near the intersection of Reese Street with the northeasterly line of Southampton Street; thence along Southampton Street, North 59° 18' 57" West 367.39 ft. to an iron pin set 53.00 ft. southeast of Grantor's most westerly railroad track; thence North 39° 06' 54" East 678.47 ft. to an iron pin set 53.00 ft. southeast of the westerly railroad track in the southwesterly line of Atlantic Street; thence with the southwesterly line of Atlantic Street, South 44° 40' 08" East 95.18 ft. to the POINT OF BEGINNING; containing 4.42 acres, more or less.

Proposed Improvements

- New Construction: 52 #Units 13 #Buildings 67,793 Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.
- Rehabilitation: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

Current Zoning: R-PRD allowing a density of
greater than 10 units per acre, and the following other applicable conditions:
The approved rezoning specifically allows for 52 units on this approx. 4.42 AC Parcel.

Other Descriptive Information

Local Certification

Check one of the following as appropriate:

- The zoning for the proposed development described above is proper for the proposed residential development. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further 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.

Date 3-6-23

Signature 

Printed Name Andrew Campbell, PE

Title of Local Official or Civil Engineer Project Manager

Phone (804) 200-6492



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.

Tab H:

Attorney's Opinion (MANDATORY)



Date: March 16, 2023

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

RE: 2023 Tax Credit Reservation Request

Name of Development: Emporia Rail Depot Townhomes
Name of Owner: Emporia Rail Depot Townhomes, LLC

Ladies and 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 16, 2023 (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 Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.
8. [Intentionally Deleted. The Development is new construction.]
9. [Intentionally Deleted. The Development is new construction.]

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.

McCandlish Holton PC

Firm Name

By:



Peter L. Henderer, VSB # 40994

Its:

Director

(Title)

Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: 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)

Nonprofit Questionnaire

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

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

1. General Information

- a. Name of development _____
- b. Name of owner/applicant _____
- c. Name of nonprofit entity _____
- d. Address of principal place of business of nonprofit entity

Indicate funding sources and amount used to pay for office space

- e. Tax exempt status 501(c)(3) 501(c)(4) 501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) _____
Evidenced by the following documentation _____

- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) _____
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) _____

- i. Expected life (in years) of nonprofit _____

j. Explain the anticipated future activities of the nonprofit over the next five years:

k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? _____

How many part time, paid staff members? _____

Describe the duties of all staff members:

l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?

YES NO If yes, explain in detail: _____

m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?

n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.

o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses _____

2. Nonprofit Formation

a. Explain in detail the genesis of the formation of the nonprofit: _____

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

YES NO If yes, explain in detail: _____

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

YES NO If yes, explain in detail: _____

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

YES NO If yes, explain in detail: _____

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

YES NO If yes, explain in detail: _____

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

YES NO

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

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

3. Nonprofit Involvement

a. Is the nonprofit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in §42(i)(1) of the Code)?

YES NO

(i) Will the nonprofit own at least 10% of the general partnership/owning entity?

YES NO

(ii) Will the nonprofit own 100% of the general partnership interest/owning entity?

YES NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest

b. (i) Will the nonprofit be the managing member or managing general partner?

YES NO If yes, where in the partnership/operating agreement is this provision specifically referenced?

(ii) Will the nonprofit be the managing member or own more than 50% of the general partnership interest? YES NO

c. Will the nonprofit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity? YES NO

If yes, where in the partnership/operating agreement is this provision specifically referenced?

Recordable agreement attached to the Tax Credit Application as TAB V?

If no at the end of the compliance period explain how the disposition of the assets will be structured:

d. Is the nonprofit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

YES NO If yes,

(i) Describe the nature and extent of the nonprofit's proposed involvement in the construction or rehabilitation of the Development:

(ii) Describe the nature and extent of the nonprofit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

(iii) Will the nonprofit invest in its overall interaction with the development more than 500 hours annually to this venture? YES NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :

e. Explain how the idea for the proposed development was conceived. For example, was it in response to a need identified by a local neighborhood group? Local government? Board member? Housing needs study? Third party consultant? Other?

f. List all general partners/managing members of the Owner of the Development (one must be the nonprofit) and the relative percentages of their interests:

g. If this is a joint venture, (i.e. the nonprofit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development? YES NO If yes,

(i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

(ii) Explain how this relationship was established. For example, did the nonprofit solicit proposals from several for-profits? Did the for-profit contact the nonprofit and offer the services?

i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services? YES NO If yes, explain the amount and source of the funds for such payments.

j. Will any portion of the developer's fee which the nonprofit expects to collect from its participation in the development be used to pay any consultant fee or any other fee to a third party entity or joint venture partner? YES NO If yes, explain in detail the amount and timing of such payments.

k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

YES NO If yes, explain:

l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

YES NO If yes, explain:

m. Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the non-profit have, either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit basis including, but not limited to the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to such Owner:

n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development? YES NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

4. Virginia and Community Activity

a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?
 YES NO

b. Define the nonprofit's geographic target area or population to be served:

c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)? YES NO
If yes, or no, explain nature, extent and duration of any service:

d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing? YES NO If yes, explain

e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?

YES NO

f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?

YES NO If yes, explain:

g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? YES NO

If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

h. Are at least 33% of the members of the board of directors representatives of the community being served? YES NO If yes,

(i) Low-income residents of the community? YES NO

(ii) Elected representatives of low-income neighborhood organizations? YES NO

i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?

YES NO

j. Does the board of directors hold regular meetings which are well attended and accessible to the target community? YES NO If yes, explain the meeting schedule:

k. Has the nonprofit received a Community Housing Development Organization (CHDO) designation, as defined by the U.S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? YES NO

l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses? YES NO If yes, explain in detail:

m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

YES NO If yes, explain:

n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? YES NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

o. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member? YES NO

If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before? YES NO If yes, explain:

q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?

YES NO If yes, explain:

r. Has the nonprofit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?

YES NO If yes, explain the need identified:

s. Has the nonprofit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?

YES NO If yes, explain the plan:

5. Attachments

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

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

Date March 13, 2023

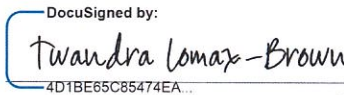
Owner/Applicant Emporia Rail Depot Townhomes LLC

By  Gerald Burr, Jr.

Its Manager of the Managing Member, ERDT Manager, LLC
Title

Date March 13, 2023

Southside Community Development and Housing Corporation
Nonprofit

By  Twandra Lomax-Brown

Dianna C. Bowser
Board Chairman
Executive Director



Board of Directors 2022-2023

OFFICERS

Twandra Lomax-Brown

Chair

VA Cooperative Extension
Family & Consumer Sciences Faculty
Educator

*Serving Low and moderate income
neighborhoods*

Lawrence Wilder, Jr.

Vice Chair

Senior Policy Advisor
Department of Small Business
Development

Caroline Browder, Esq.

Treasurer

Real Estate Attorney
Roth Jackson
Richmond, VA

Corey Martin

Secretary

Professional Career Institute
Director of Admissions

*Community Resident-Blackwell
Richmond, VA*

Dr. Shawnrell Blackwell

Assistant Secretary

Avail Outpatient Counseling

*Community Resident-
Swansboro, Richmond, VA*

DIRECTORS

Willie Fobbs, III

US Department of Housing
Urban Development
Director, Office of Multi-
Family Production

*Government Serving low to
moderate income
neighborhoods*

Antione Green

President
Richmond Urban Collective
*Community Resident Randolph
Richmond, VA*

Clearance "CJ" Sailor

State Director
Americans for Prosperity
Virginia

Christopher Snead

Export-Import Bank of the
United States

David White, Jr.

Virginia Housing
Lending Group Manager
*Serving Low & moderate
income neighborhoods
Richmond, VA*

Loretta Williamson

Truist
SVP, Head of Mortgage
Strategic Growth

Tab J:

Relocation Plan and Unit Delivery Schedule

(MANDATORY-Rehab)

NOT APPLICABLE

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification



CITY OF EMPORIA

March 9, 2023

To whom it may Concern,

This letter is to certify that the property known as 307 Reese Street in Emporia, Virginia is a revitalization area pursuant to Virginia Code §36-55.30:2.A. The following Revitalization Resolution adopted by the City Council of Emporia, Virginia, on March 5th, 2019, designates the property as a revitalization area and remains in effect. The revitalization of this property is a priority project for the City of Emporia

Sincerely,

Matthew Culbreath.

Director of Planning and Zoning

REVITALIZATION RESOLUTION

To designate the property known as 307 Reese Street in Emporia, Virginia as a revitalization area pursuant to Virginia Code §36-55.30:2A.

The above-referenced development is located in a Revitalization Area in the City of Emporia, Virginia. The revitalization area is in the industrial, commercial or other economic development area and such area will benefit the City but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.



Mayor, City of Emporia

Attest:



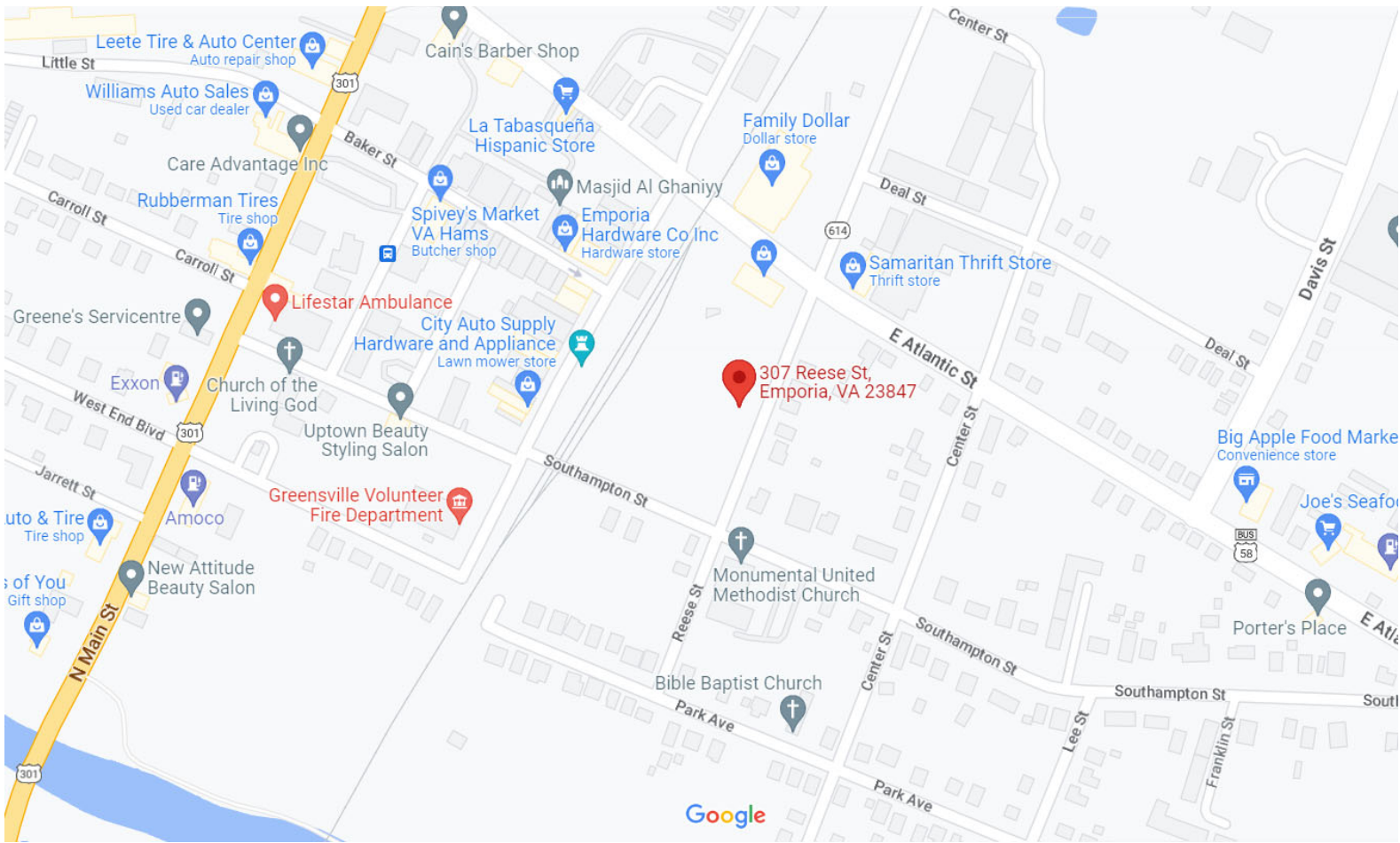
Clerk of the City of Emporia City Council

Adopted by the City Council of Emporia, Virginia, this 5th day of March, 2019.

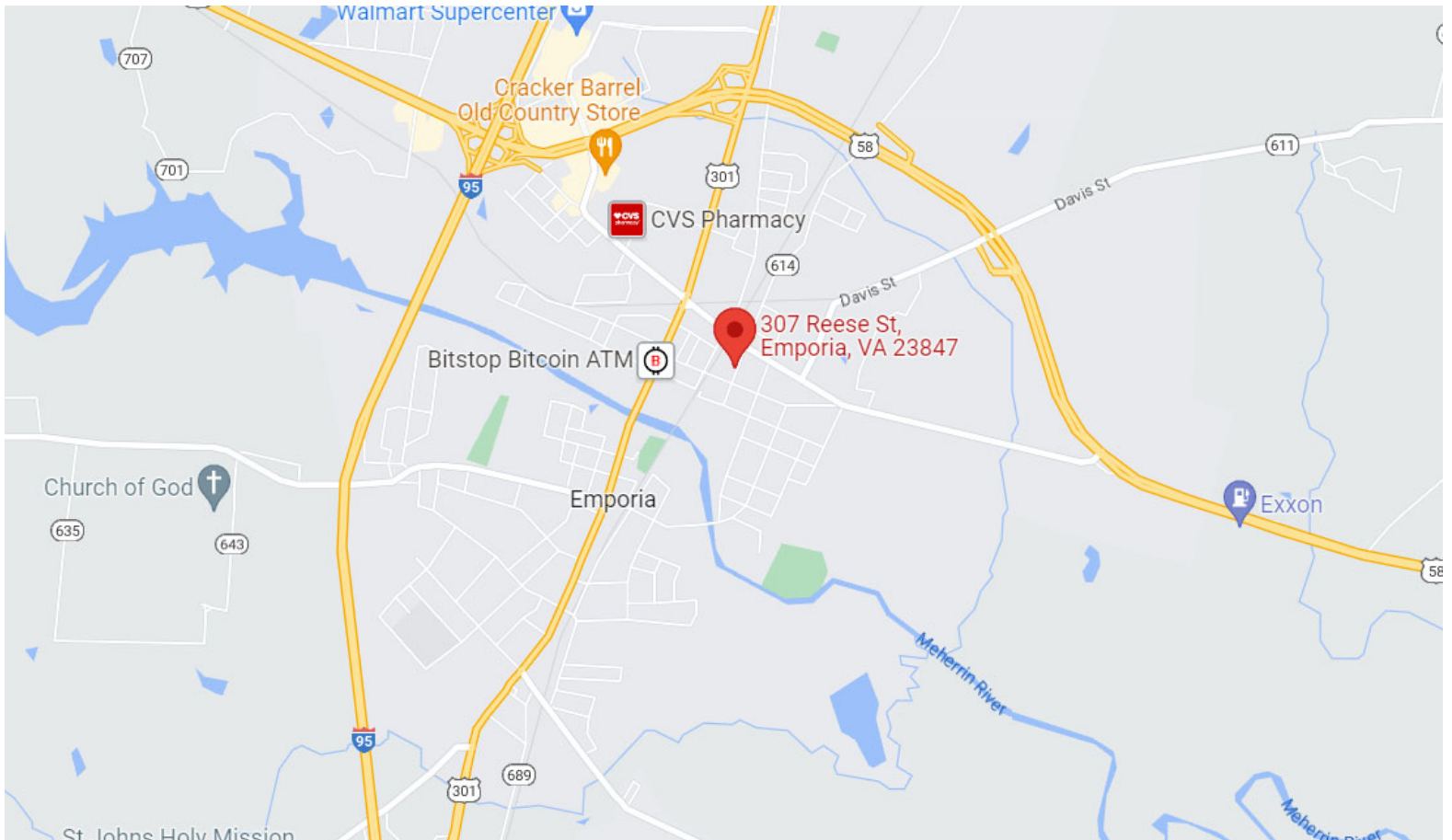
Tab K.2

Location Map

Emporia Rail Depot Townhomes - Local Map



Emporia Rail Depot Townhomes - Greater Emporia Map



Tab K.3

Surveyor's Certification of Proximity To Public
Transportation



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

Surveyor's Certification of Proximity to Transportation

General Instructions

1. This form must be included with the Application.
2. This Letter must be submitted under the Surveyor's or Engineer's Corporate Letterhead.
3. Any change in this form may result in a reduction of points under the scoring system.
4. If you have any questions, please call the Tax Credit Allocation Department 804-343-5518.

Date 3-6-2023

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development Emporia Rail Depot Townhomes

Name of Owner Emporia Rail Depot Townhomes LLC.

Ladies and Gentlemen:

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

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

2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; **OR**

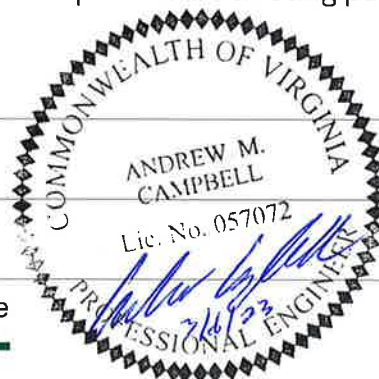
1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.

Firm Name Timmons Group

By Andrew Campbell

Its Project Manager

Title _____



Tab L:

PHA / Section 8 Notification Letter

Appendices continued

PHA or Section 8 Notification Letter

Date 3/13/23

To Emporia Redevelopment and Housing Authority
201 South Main Street
Emporia, VA 23847

RE: Proposed Affordable Housing Development

Name of Development Emporia Rail Depot Townhomes

Name of Owner Emporia Rail Depot Townhomes 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 12/31/2025 (date).

The following is a brief description of the proposed development:

Development Address 307 Reese Street, Emporia VA

Proposed Improvements:

| | | |
|---|------------------|----------------------|
| <input checked="" type="checkbox"/> New Construction: | <u>52</u> #Units | <u>13</u> #Buildings |
| <input type="checkbox"/> Adaptive Reuse: | _____ #Units | _____ #Buildings |
| <input type="checkbox"/> Rehabilitation: | _____ #Units | _____ #Buildings |

Proposed Rents:

| | | |
|--|-------------------------|--------|
| <input type="checkbox"/> Efficiencies: | \$ _____ | /month |
| <input checked="" type="checkbox"/> 1 Bedroom Units: | \$ <u>387/ 521/ 654</u> | /month |
| <input type="checkbox"/> 2 Bedroom Units: | \$ _____ | /month |
| <input checked="" type="checkbox"/> 3 Bedroom Units: | \$ <u>514/ 699/ 885</u> | /month |
| <input type="checkbox"/> 4 Bedroom Units: | \$ _____ | /month |

Other Descriptive Information:

Emporia Rail Depot Townhomes is a new construction development including 52 units configured in 13 townhome style buildings. The one and three-bedroom apartments will have energy efficiency and accessibility features.

There will be a separate Community Building with on-site management office.

Appendices continued

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (804) 964 - 0412 .

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

Sincerely yours,

Name Robert Franklin

Title Director of Fund Development, SCDHC

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

Seen and Acknowledged By 

Printed Name: William E. Johnson

Title Executive Director

Phone 434-634-3332

Date March 14, 2023

Tab M:

Locality CEO Response Letter

Tab N:

Homeownership Plan

NOT APPLICABLE

Tab O:

Plan of Development Certification Letter

NOT APPLICABLE

Tab P:

Developer Experience documentation and
Partnership agreements (Please submit this TAB as
a separate stand alone document)

**Uploaded to
Procorem Separately**

Tab Q:

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



CITY OF EMPORIA

March 9, 2023

To whom it may Concern,

This letter is to confirm that the City of Emporia is currently developing a residential real estate tax abatement program. This potential program is in the preliminary planning stages. Our proposed real estate tax abatement program is intended to benefit projects like the proposed Emporia Rail Depot Townhomes. It is the city's hope that this program will be ready for presentation to the Emporia City Council later this year and adoption shortly after that. The city will provide updates as we move forward with this process.

Sincerely,

Matthew Culbreath.
Director of Planning and Zoning

Tab R:

Documentation of Operating Budget and Utility Allowances

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

| | | | |
|-----------------------------------|-----------------|----------|-----------------|
| 1. Advertising/Marketing | | | \$840 |
| 2. Office Salaries | | | \$0 |
| 3. Office Supplies | | | \$2,550 |
| 4. Office/Model Apartment | (type _____) | | \$0 |
| 5. Management Fee | | | \$27,000 |
| <u>6.28%</u> of EGI | <u>\$519.23</u> | Per Unit | |
| 6. Manager Salaries | | | \$27,000 |
| 7. Staff Unit (s) | (type _____) | | \$0 |
| 8. Legal | | | \$2,500 |
| 9. Auditing | | | \$5,000 |
| 10. Bookkeeping/Accounting Fees | | | \$1,200 |
| 11. Telephone & Answering Service | | | \$2,500 |
| 12. Tax Credit Monitoring Fee | | | \$1,339 |
| 13. Miscellaneous Administrative | | | \$2,000 |
| Total Administrative | | | \$71,929 |

Utilities

| | | | |
|----------------------|--|--|-----------------|
| 14. Fuel Oil | | | \$0 |
| 15. Electricity | | | \$7,650 |
| 16. Water | | | \$5,100 |
| 17. Gas | | | \$0 |
| 18. Sewer | | | \$5,100 |
| Total Utility | | | \$17,850 |

Operating:

| | | | |
|---|--|--|-----------------|
| 19. Janitor/Cleaning Payroll | | | \$0 |
| 20. Janitor/Cleaning Supplies | | | \$0 |
| 21. Janitor/Cleaning Contract | | | \$0 |
| 22. Exterminating | | | \$2,500 |
| 23. Trash Removal | | | \$2,500 |
| 24. Security Payroll/Contract | | | \$0 |
| 25. Grounds Payroll | | | \$0 |
| 26. Grounds Supplies | | | \$0 |
| 27. Grounds Contract | | | \$14,000 |
| 28. Maintenance/Repairs Payroll | | | \$27,000 |
| 29. Repairs/Material | | | \$5,100 |
| 30. Repairs Contract | | | \$6,375 |
| 31. Elevator Maintenance/Contract | | | \$0 |
| 32. Heating/Cooling Repairs & Maintenance | | | \$1,000 |
| 33. Pool Maintenance/Contract/Staff | | | \$0 |
| 34. Snow Removal | | | \$2,000 |
| 35. Decorating/Payroll/Contract | | | \$0 |
| 36. Decorating Supplies | | | \$2,500 |
| 37. Miscellaneous | | | \$3,825 |
| Totals Operating & Maintenance | | | \$66,800 |

M. OPERATING EXPENSES

Taxes & Insurance

| | |
|--|------------------|
| 38. Real Estate Taxes | \$57,375 |
| 39. Payroll Taxes | \$3,825 |
| 40. Miscellaneous Taxes/Licenses/Permits | \$3,315 |
| 41. Property & Liability Insurance | \$25,500 |
| 42. Fidelity Bond | \$0 |
| 43. Workman's Compensation | \$956 |
| 44. Health Insurance & Employee Benefits | \$7,000 |
| 45. Other Insurance | \$3,825 |
| Total Taxes & Insurance | \$101,796 |

| | |
|--------------------------------|------------------|
| Total Operating Expense | \$258,375 |
|--------------------------------|------------------|

| | | | |
|--|---------|--|--------|
| Total Operating Expenses Per Unit | \$4,969 | C. Total Operating Expenses as % of EGI | 60.09% |
|--|---------|--|--------|

| | |
|---|-----------------|
| Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum) | \$15,600 |
|---|-----------------|

| | |
|-----------------------|------------------|
| Total Expenses | \$273,975 |
|-----------------------|------------------|

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



February 24, 2023

Gerald Burr, Jr.
 Canterbury Enterprises
 501 Commerce Rd
 Richmond, VA 23224
 junior@cbury.net

RE: Preliminary Utility Allowance for Emporia Rail Depot Townhomes

Dear Mr. Burr

Please see the following Preliminary Utility Allowance (UA) for Emporia Rail Depot Townhomes located in Emporia, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

| | | | |
|--------------|-----------------|--------|-----|
| Electricity: | Dominion Energy | Gas: | N/A |
| Water: | City of Emporia | Trash: | N/A |
| Sewer: | City of Emporia | | |

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

| UTILITY ALLOWANCE | | | ALLOWANCES BY BEDROOM SIZE | | | | |
|-----------------------------------|--------------|---------|----------------------------|-----------|-------|-----------|-------|
| Utilities | Utility Type | Paid by | Studio | 1-bdr | 2-bdr | 3-bdr | 4-bdr |
| Heating | Electric | Tenant | N/A | \$ 13.70 | N/A | \$ 19.50 | N/A |
| Air Conditioning | Electric | Tenant | N/A | \$ 6.39 | N/A | \$ 9.10 | N/A |
| Cooking | Electric | Tenant | N/A | \$ 5.48 | N/A | \$ 7.80 | N/A |
| Lighting | Electric | Tenant | N/A | \$ 21.93 | N/A | \$ 31.19 | N/A |
| Hot Water | Electric | Tenant | N/A | \$ 12.79 | N/A | \$ 18.20 | N/A |
| Water | - | Tenant | N/A | \$ 31.54 | N/A | \$ 61.27 | N/A |
| Sewer | - | Tenant | N/A | \$ 49.48 | N/A | \$ 74.38 | N/A |
| Trash | - | Owner | N/A | \$ - | N/A | \$ - | N/A |
| Total UA costs (Unrounded) | | | \$ - | \$ 141.31 | N/A | \$ 221.44 | \$ - |

**Allowances only for Emporia Rail Depot Townhomes as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets. Due to rounding, the amounts for the UA components may not add up to the*

Sincerely,

Katy Maher
 Project Manager

Tab S:

Supportive Housing Certification

Bon Secours Medical Group
7001 Forest Ave
Suite 405
Richmond, VA 23230

TO: Emporia Rail Depot Townhomes, LLC
Southside Community Development and Housing Corporation

FROM: BSHSI

SUBJECT: Telehealth Services to ERDT Residents

BSHSI welcomes the opportunity to work with ERDT and SCDHC to improve healthcare access for low-income residents of the proposed affordable housing community. We are committed to better healthcare access throughout the Emporia community through our existing healthcare facilities in Emporia. SCDHC's deep roots as a historically black led nonprofit that targets assistance to communities of color is an especially appropriate partner since those communities have often been underserved.

Telehealth is an increasingly important strategy that we are utilizing throughout our health services system. It is our understanding that the community will provide a computer station with free internet access in a private room that can be reserved and accessed by all the residents. Through this portal, BSHSI can offer initial screening to residents. Further, BSHSI can assist uninsured residents in exploring and obtaining eligibility for Medicaid, Medicare and other no cost health insurance programs. Bon Secours also offers charity care to qualified persons.

BSHSI is one of the nation's premier nonprofit healthcare systems that offers comprehensive health services to a wide range of patients. We have a special mission to serve lower income households that have traditionally been shut out or underserved with health services. Our commitment to health services for the poor is detailed in our mission statement: *Our Mission is to extend the compassionate ministry of Jesus by improving the health and well-being of our communities and bring good help to those in need, especially people who are poor, dying and underserved.*

We look forward to this partnership and appreciate the opportunity to better serve residents of the Emporia community.

Sincerely,



Reginald J. Albert
Chief Operating Officer – Bon Secours Richmond Medical Group

Tab T:

Funding Documentation



CITY OF EMPORIA

March 13, 2023

Emporia Rail Depot Townhomes, LLC
c/o Southside Community Development &
Housing Corporation
Attn.: Dianna Bowser
1624 Hull Street
Richmond, VA 23224

In Re: Valuation of Property for Emporia Rail Depot Townhomes

Dear Dianna:

As you are aware, the City of Emporia (the “City”) has entered into a Land Donation Agreement to donate certain real property in the City (the “Property”) to Southside Community Development & Housing Corporation, who will in turn contribute it as capital to Emporia Rail Depot Townhomes, LLC for the Emporia Rail Depot Townhomes development. For purposes of your planning, you have asked for an estimation of the value of the Property.

The Property was assessed two years ago by the City at a valuation of \$350,000, which is also its current tax assessment. Since this assessment is two years old, if the City were to put the Property on the market for sale today, the City would ask a minimum of \$375,000. Additionally, to facilitate the plan of development for Emporia Rail Depot Townhomes, the City will be undertaking some site clearing activities. The City estimates the value of that site clearing work to be \$30,000, which will add to the value of the Property. Further, the City has rezoned the Property to increase the allowable density on the Property in conformity with the plan of development for Emporia Rail Depot Townhomes. This rezoning will further increase the value of the Property. After taking into consideration these factors, the City estimates that the value of the Property will be \$410,000.

Please note that this valuation is the City’s good faith estimate, and for your use only in projecting the value of the Property for planning the development of Emporia Rail Depot Townhomes. The City reserves the right to assess the Property for more than this amount once the City Assessor has time to do a formal assessment. This estimation may not be used by you to contest any reassessment by the City that results in a valuation that is higher than the \$224,200 estimate here.

We look forward to continuing to work with you to bring the Emporia Rail Depot Townhomes to fruition.

Sincerely,

William E. Johnson, III
City Manager



March 13, 2023

To Whom It May Concern,

The attached document is a press release from Fannie Mae on January 18th, 2023, which announces the recipients of their \$5 Million Innovation Challenge Grant. The grant has the intention of advancing racial equity in housing and scale innovative solutions to removing barriers in the home renting and buying experience. Southside Community Development & Housing Corporation (SCDHC) was one of 5 national recipients of this grant award. The following is a description of the work SCDHC will partner with Fannie Mae during the Innovation Challenge Grant:

- **Southside Community Development & Housing Corporation (SCDHC)** is a non-profit housing developer in the Richmond Metro Area. SCDHC creates viable, thriving, and sustainable communities across Central Virginia by providing residential and commercial development, homeownership and financial counseling and coaching, employment services, and supportive programs to low-income families. Their Fannie Mae contract advances their SCDHC Emporia Pathways Project, which includes the construction of affordable housing. The project is part of a 3-5-year construction pipeline that will include rental housing and homeownership opportunities as well as rental and prepurchase counseling, foreclosure prevention services, workforce development training and a range of financial capability services.

SCDHC's contract with Fannie Mae and the total amount of our grant award is confidential, however we can disclose that we have allocated **\$485,000** of the grant awards towards the soft costs and predevelopment of the Emporia Rail Depot Townhomes project that we are developing at 307 Reese Street, Emporia, VA in partnership with Canterbury Enterprises and the City of Emporia. Please contact me if you have any questions about this grant award.

Sincerely,

A handwritten signature in blue ink that reads "Dianna C. Bowser". The signature is written in a cursive, flowing style.

Dianna C. Bowser
President/CEO, SCDHC

VISIT US ONLINE AT SCDHC.COM

1624 HULL STREET • RICHMOND, VIRGINIA 23224 • (804) 231-4449



Press Release

Fannie Mae Selects Five Proposals to Help Advance Racial Equity in Housing through \$5 Million Innovation Challenge

January 18, 2023

Nationwide Competition Drew Innovative, Scalable Solutions to Remove Barriers in the Home Renting and Buying Experience

WASHINGTON, DC – Fannie Mae (FNMA/OTCQB) today announced the selection of five organizations to receive deliverable-based contracts under the Sustainable Communities Innovation Challenge, a nationwide competition to help advance racial equity in housing. Through the [Innovation Challenge 2022 \(IC22\)](#), the company sought innovative, scalable proposals to remove barriers that currently prevent many households, including Black households, from purchasing or renting a home.

The Innovation Challenge is part of Fannie Mae's [Sustainable Communities Partnership and Innovation initiative](#), which focuses on developing collaborative, cross-sector approaches to advancing sustainable communities and [generating solutions](#) for the nation's most pressing housing issues. Fannie Mae solicited proposals that specifically address the insufficient supply of quality affordable housing options, insufficient funds for upfront and unexpected housing costs, and consumer credit challenges, including low credit scores and credit invisibility.

"A history of discriminatory housing policies and practices has created profound inequities in the housing system that persist to this day. The Innovation Challenge is one example of Fannie Mae's commitment to address those inequities and knock down the barriers that consumers, particularly Black consumers, face throughout the housing journey," said Maria Evans, Vice President of Community Impact, Fannie Mae. "The proposals we selected provide thoughtful, tangible, scalable solutions to the most salient housing problems people face in the U.S. We are excited to work with these organizations and to support their innovative projects."

IC22 Contract Awardees:

- **ReBUILD Metro** is a Baltimore-based nonprofit that works with community members to revitalize neighborhoods block by block and help prepare Black residents for first-time homeownership. Their Fannie Mae contract supports the *Johnston Square: A Blueprint for Baltimore* project, which will stabilize, restore, and reoccupy scattered-site abandoned and dilapidated properties; and begin the work to convert long-vacant lots into new units of affordable rental housing, street-level retail, and a 4-acre community park; and rehab abandoned properties into mixed-use development and green space.
- **Southside Community Development & Housing Corporation (SCDHC)** is a non-profit housing developer in the Richmond Metro Area. SCDHC creates viable, thriving, and sustainable communities across Central Virginia by providing residential and commercial development, homeownership and financial counseling and coaching, employment services, and supportive programs to low-income families. Their Fannie Mae contract advances their *SCDHC Emporia Pathways Project*, which includes the construction of affordable housing. The project is part of a 3-5-year construction pipeline that will include rental housing and homeownership opportunities as well as rental and prepurchase counseling, foreclosure prevention services, workforce development training and a range of financial capability services.
- **Twin Cities Habitat for Humanity** brings people together to create, preserve, and promote affordable homeownership and advance racial equity in housing by connecting families with their communities through neighborhood revitalization projects. Their Fannie Mae contract will support *Advancing Homeownership in the Twin Cities*, a partnership with the Minnesota Homeownership Center to create and deploy a down payment assistance product that will help Black households to become homeowners. Twin Cities Habitat for Humanity will engage three Community Development Financial Institutions to administer the program and up to 10 regional mortgage lenders to pair the product with their affordable mortgages.
- **The Community Builders** is a mission-driven real estate development corporation transforming communities with affordable rentals and properties for purchase across the Northeast, Midwest, and Mid-Atlantic regions. Their Fannie Mae contract supports the *From Our Doors to Yours* project, which will deploy an economic empowerment package to build and repair credit through on-time rental payments. It will leverage affordable rentals in Chicago, Detroit, and Richmond. Onsite community life coaches will connect residents with relevant resources while providing Family Self Sufficiency Services to build savings through earned income.
- **Module**, a prefab housing company based in Pittsburgh, started with the goal of making good home design more accessible and a mission to support customers' health and wellbeing in well-designed, energy-efficient, highly functional homes that will last 100 years. In partnership with Enterprise Community Partners, Module will demonstrate the feasibility of locally owned modular construction micro-factories to complete energy-efficient affordable housing in urban communities of color. Their Fannie Mae contract will support their *Last Mile Network project*, setting the stage to expand the modular micro-factory concept to Prince George's County, MD and Richmond, VA. Each facility will train new entrants in the construction trades, securing good-paying jobs while creating affordable housing and enabling Black homeowners and renters to build wealth.

IC22 builds on the previous [Sustainable Communities Innovation Challenge](#), a nationwide competition that awarded over \$7 million to 13 organizations to advance innovative projects that linked affordable housing to education, health, and economic opportunities. [All submitted proposals](#) were evaluated against a predetermined set of criteria and went through multiple rounds of review, including a semi-final review by an expert advisory panel comprised of leaders from the public, private, and nonprofit sectors. The final contract award decisions were made by Fannie Mae.

Fannie Mae has been at the forefront of developing and implementing products and programs that facilitate equitable and sustainable access to homeownership and quality affordable rental housing. In 2022, the company released the [Equitable Housing Finance Plan](#), a series of actions that address different barriers in housing experienced by homebuyers and renters.

To learn more about IC22, the contract awardees, and their innovative solutions, please visit <https://www.fanniemae.com/thechallenge/>. To view all proposals submitted through the Innovation Challenge, please visit the Sustainable Communities searchable database at <http://challengedatabase.fanniemae.com/>.

About Fannie Mae

Fannie Mae advances equitable and sustainable access to homeownership and quality, affordable rental housing for millions of people across America. We enable the 30-year fixed-rate mortgage and drive responsible innovation to make homebuying and renting easier, fairer, and more accessible. To learn more, visit:

[fanniemae.com](#) | [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [Instagram](#) | [YouTube](#) | [Blog](#)

Media Contact

[Katie Penote](#)

202-752-2261

Fannie Mae Newsroom

<https://www.fanniemae.com/news>

Photo of Fannie Mae

<https://www.fanniemae.com/resources/img/about-fm/fm-building.tif>

Fannie Mae Resource Center

1-800-2FANNIE

TOPICS

[Fannie Mae Corporate](#)

[Diversity, Equity, and Inclusion](#)

[Duty to Serve](#)

[ESG](#)

VIRGINIA HOUSING
601 SOUTH BELVIDERE STREET
RICHMOND, VIRGINIA 23220

Community Impact Grant – Market Analysis

| Recipient Information | | GRANT AWARD NOTIFICATION (GAN) | |
|--|--|------------------------------------|--|
| 1. Contact Information: | Southside Community Development & Housing Corporation 1624 Hull Street Richmond, VA 23224 Dianna Bowser dianna@scdhc.com | Virginia Housing Information | Virginia Housing |
| 2. Universal Identifier (DUNS): | | 11. Grant Authority: | N/A |
| 3. VHDA Contact: | Amanda Gordon Amanda.Gordon@vigniahousing.com | 12. FAIN: | 8/1/2022 |
| 4. Grant Title: | 295359 - FY23 Community Impact Market Analysis | 13. Federal/VHDA Award Date: | N/A |
| 5. Funding Opportunity: | 294386 - FY23 Community Impact Market Analysis | 14. Total Federal Award: | Virginia Housing |
| 6. Grant Agreement | Award | 15. Fund Source: | 10% |
| 7. Grant Award Type: | Grant | 16. Indirect Cost Rate: | |
| 8. Grant Award Amount: | \$9075.00 Original/Previous Award \$N/A Current Award \$9075.00 Total Award | 17. Special Terms and Conditions: | This award is further subject to the attached Grant Agreement, Program Handbook and Funding Opportunity. |
| 9. Period of Grant Award: | 08/01/2022-07/31/2024 | 18. Program Specific Instructions: | The Site Planning & Preliminary Architecture Report/Preliminary Engineering Report must include all the required elements on page 17 and 18 of the Community Impact Handbook |
| 10. Eligible Activity: | Site Planning & Preliminary Engineering Report | | |
| 19. Authorized by: <i>Monique S. Johnson</i> | | Date: Aug 20, 2022 | |
| Monique S. Johnson, Ph.D., Managing Director of Community Outreach | | | |



**VIRGINIA HOUSING DEVELOPMENT AUTHORITY
MARKET ANALYSIS COMMUNITY IMPACT
GRANT AGREEMENT**

This Grantee Agreement is entered into as of the 8/1/2022 by and between **the Virginia Housing Development Authority** "Virginia Housing" (Grantor) and **Southside Community Development & Housing Corporation** (Grantee).

ARTICLE I – GENERAL

Whereas, the Grantee is currently engaging in 295359 - FY23 Community Impact Market Analysis project

Whereas, the Grantee is exploring opportunities to create economically integrated and inclusive housing opportunities including housing options for people with disabilities; planning and community development to include significant attention to housing planning; and/or provide services and/or educational opportunities to further affordable housing;

Whereas, the Grantee has identified the need for financial resources to complete the research/study to determine feasibility;

Whereas, the Grantee submitted the prescribed Virginia Housing Development Authority Market Analysis Community Impact Grant Proposal dated 7/14/2022, requesting **\$9075** in grant funds;

ARTICLE II – PERIOD OF PERFORMANCE

The Period of Performance shall begin on 8/1/2022 and expire at midnight on 7/31/2024.

ARTICLE III – TERMS & CONDITIONS

The parties hereto agree to the terms and conditions as follows:

- 1) To accept the **\$9075** awarded by the Virginia Housing Development Authority in support of initial activities required to move this project forward including Plans, Studies and Assessments;
- 2) To use the Virginia Housing awarded funds solely for the stated purpose of supporting the costs associated with the Market Analysis;

- 3) To provide Virginia Housing with copies of plans, assessments or studies generated as a result of the referenced project including such documents generated as a result of financial support provided by other leveraged resources;
- 4) To authorize Virginia Housing full use of all such generated documents;
- 5) To complete the prescribed planning activity on or before 7/31/2024 unless granted an extension by Virginia Housing;
- 6) **Public Event/Press Distribution.** Grantee agrees to alert Virginia Housing/Grant Officer of any public event or press distribution that is tied to the grant award. Any use of Virginia Housing Logos must be requested in a timely manner prior to use and all marketing materials must be approved by Virginia Housing prior to use;
- 7) **Virginia Housing Mandatory Meetings/Trainings.** Virginia Housing Mandatory Meetings/Trainings. Grantee is required to attend all mandatory meetings/trainings, as determined by Virginia Housing. In the sole discretion of Virginia Housing, failure to attend mandatory meetings/trainings may result in Grantee being barred from future grants;
- 8) **Reporting.** Grantee must submit a status report at roughly 50% completion of the project in order to submit the first claim for progress on the grant. Grantee agrees to submit its funded plan, assessment or study to Virginia Housing before the last day of the period of performance;
- 9) **Claims.** Grantee may request reimbursement for funds for up to 50% of the award before the plan, analysis or assessment is submitted to Virginia Housing and the remainder after the submission of the completed report. Grants with multiple studies can request reimbursement at the completion of each study.

Proof of payment must be submitted with the claim for each expense in which reimbursement is requested.

Amount requested cannot exceed the currently approved budget.

***Virginia Housing will not accept/process any late claims after the final due date of 7/31/2024 ***

- 10) The following documents which are a part of this AGREEMENT and are incorporated by reference herein as if set out in full: MARKET ANALYSIS GRANT APPLICATION PACKAGE and BUDGET.

ARTICLE IV – PRICE

A. Maximum Grant Amount. Grantee shall be paid according to the terms of this Grantee Agreement for all work required, performed, and accepted under this Grantee Agreement in an amount not to exceed the amount shown in Article I of this Grantee Agreement. Grantee shall bear the burden of all costs in excess of the Maximum Grant Amount.

B. Cost Reimbursement. Grantee must submit claims based on actual expenses.

1. Allowable Costs. Virginia Housing shall pay Grantee, up to the Maximum Grant Amount as stated in Article I of this Grantee Agreement. Grantee is prohibited from using any part of this Grant to satisfy a delinquent debt. Allowable Costs are costs incurred in the performance of this Grant Agreement that are determined by Virginia Housing to be allowable, allocable, and reasonable in accordance with the:

- Provisions of this Grantee Agreement, and
- Virginia Housing Community Impact Handbook

2. **Indirect Cost Rates.** Unless the Grantee has an existing Negotiated Indirect Cost Rate Agreement (NICRA) approved by the cognizant federal agency as defined in 48 CFR 2.101., Grantee may choose to take a ten percent (10%) de minimis indirect cost rate.
3. **Period of Availability of Funds.** Grantee may charge to the Grant only Allowable Costs resulting from obligations incurred during the Period of Performance.
4. **Profits.** No fee, profit, or other increment above allowable costs shall be paid to the Grantee.
5. **Grantees with Multiple Sources of Funding.** Grantee shall not be reimbursed by Virginia Housing under this Grantee Agreement for activities that are directly or indirectly reimbursed from any other source, including fees. Grantee shall include in its claim under this Grantee Agreement only the portion of those activities for which the Grantee does not receive reimbursement from any other funding source. For oversight purposes, Virginia Housing reserves the right to request from Grantee, and other stakeholders if applicable, grant reporting data and information related to other sources of funding (to verify that Virginia Housing activities are not being billed to another source of funding).

C. Burden of Proof. The burden of proof for all work performed rests with the Grantee. All supporting records are subject to inspection and audit by Virginia Housing at any time during and after the expiration of the Period of Performance as specified in Article III.

D. Restrictions on Use of the Grant Award. The Grant Funds awarded under this Grantee Agreement shall be used in accordance with the terms of this Grantee Agreement, the NOFO Application as approved by Virginia Housing, the Virginia Housing Community Impact Handbook, and applicable laws and regulations.

ARTICLE V – OVERSIGHT

- A. By entering into this Agreement, Grantee, including any subsidiary or affiliate of Grantee, agrees to cooperate fully with the monitoring and oversight efforts as conducted by Virginia Housing, its agents, authorized representatives, and third-party contractors, through site visits, file audits, and other methods. Oversight may include, but is not limited to, remote inspection or on-site performance reviews by Virginia Housing and/or third parties acting on behalf of Virginia Housing. Grantee must cooperate with all Virginia Housing oversight activities, to include requests for access to facilities, access to Grantee’s records and requests for information. If Grantee has other obligations that require client information to be kept confidential, measures must be taken to ensure that Virginia Housing and/or third parties acting on behalf of Virginia Housing has access to client files and information for audit and oversight purposes that demonstrates to the satisfaction of Virginia Housing the requirements of this Agreement are being or have been met.

ARTICLE VI – RECORD KEEPING AND COMPLIANCE

- A. **Record Keeping Requirements.** All files associated with this Agreement (see list below) for three (3) years after completion of this Agreement.
 - a. Grantee agrees to retain all financial records, supporting documentation, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The only exceptions are the following:
 1. If any litigation, claim or audit is started before expiration of the three (3) year period, the records shall be retained until the litigation, claims or

audit findings involving the records have been resolved and final action taken.

2. Records for real property and equipment acquired shall be retained for three (3) years after final disposition.

- b. Note that Grantee may also be subject to record retention requirements under other applicable laws and regulations.

B. Type of Record Keeping System. Grantee may use any record keeping system provided that the chosen system results in a complete and accurate set of records that are retained per the requirements in this agreement. The resulting records must enable easy monitoring by Virginia Housing when conducting a performance review of the Grantee's activities.

- a. Grantee agrees to provide updated financial statements (including general ledger details and quarterly financial statements) before each disbursement of funds as requested by Virginia Housing and/or third parties acting on behalf of Virginia Housing.

C. Compliance. Grantees must comply with all requirements to include applicable handbooks, current legislative & programmatic requirements, as well as requirements for program eligibility, approval, delivery of services, record keeping, reporting, performance monitoring, and all other documentation related to this Agreement.

- a. Grantee is required to notify Virginia Housing if they are the subject of any pending investigation related to the disbursement of funds, financial reporting, and use of funds, related to this Agreement.

D. Auditing. Grantee agrees to cooperate fully with Virginia Housing, its agents, authorized representatives, and third-party contractors as they perform evaluation, monitoring, quality control, audit, audit-related activities and compliance reviews.

- a. Whenever possible, Virginia Housing and/or third parties acting on behalf of Virginia Housing will give Grantee fifteen (15) days' notice before conducting an on-site review. However, in situations where a specific concern warrants immediate action, Virginia Housing and/or third parties acting on behalf of Virginia Housing reserves the right to give less than fifteen (15) days' notice.
- b. Virginia Housing and/or third parties acting on behalf of Virginia Housing shall have the right to request, and Grantee hereby agrees to comply with any and all requests by Virginia Housing, copies of financial audits conducted during the Agreement period.

ARTICLE VII - DEFAULT, REMEDY, SUSPENSION, AND TERMINATION

A. Virginia Housing reserves the right to immediately upon notification, suspend or terminate this Agreement with any Grantee who fails to comply with the terms and conditions of the Agreement up to and including:

1. Any material failure by Grantee to comply with the terms and conditions of this Agreement.
2. Any failure by Grantee to comply with a statute, regulation, or other requirement
3. Failure by Grantee to expend funds in accordance with requirements;
4. Grantee fails to return funds subject to recapture to Virginia Housing within the required timeframe;

5. Grantee becomes the subject of a federal, state, or local investigation, whether criminal, civil or otherwise;
6. Grantee becomes a going concern; becomes insolvent, defunct, or commences bankruptcy proceedings;
7. Any director, officer or manager of Grantee engage in fraud, willful misconduct, gross negligence or misappropriate any funds;
8. Acts or omissions made by the Grantee and/or third parties acting on behalf of Grantee, in the sole and reasonable determination of Virginia Housing, may cause Virginia Housing significant reputational harm; and/or
9. Any misrepresentation which, if known by Virginia Housing, would have resulted in funds not being disbursed.

If non-compliance occurs, Grantee agrees to notify Virginia Housing. In the event that Virginia Housing becomes aware of an issue, Virginia Housing shall provide a reasonable opportunity to respond or to take corrective action as appropriate. Virginia Housing reserves the right to suspend disbursements to Grantee during this corrective action time period, commensurate with the seriousness of the non-compliance. Virginia Housing reserves the right to place additional conditions on the continuance of the Agreement if appropriate.

Suspension. If Grantee is unable to address the non-compliance to the satisfaction of Virginia Housing within the timeframe specified, Grantee shall be placed in "Suspended" status until the time that the non-compliance is addressed to the satisfaction of Virginia Housing, but no longer than six months from the date of the notice of suspension. During the time suspension period, payments shall be discontinued and/or withheld until the non-compliance is addressed to the satisfaction of Virginia Housing. Virginia Housing reserves the right to extend "Suspended" status for a reasonable time period beyond six months under special circumstances as defined by Virginia Housing.

Default and Termination. If Grantee fails to resolve the non-compliance to the satisfaction of Virginia Housing within six months of the date of the notice of suspension, or within any extended timeframe previously approved, Virginia Housing may take one or more of the following actions: (1) recover misspent or unspent funds, (2) de-obligate awarded but un-disbursed funds, (3) terminate the Agreement for cause, or (4) take other remedies that may be legally available. Upon termination of the Agreement, all unspent funds (as determined by Virginia Housing) shall revert immediately to Virginia Housing, either in the form of recapture or de-obligation.

Virginia Housing reserves the right to amend or cancel this grant agreement at any time with written notice to be provided to the grantee at the following address: Southside Community Development & Housing Corporation, 1624 Hull Street, Richmond, VA 23224. Upon termination of the Agreement, all unspent funds (as determined by Virginia Housing) shall revert immediately to Virginia Housing, either in the form of recapture or de-obligation.

IN WITNESS WHEREOF, each of the Parties has caused the following Market Analysis Community Impact FY23 Grant Agreement to be executed by its duly authorized officer or agent. No alterations of the official version of the Market Analysis Community Impact FY23 Grant Agreement delivered by Virginia Housing to Grantee have been accepted unless such change is acknowledged by Virginia Housing through a signature on the page of the Grant Agreement containing such change.

Virginia Housing Development Authority

Signed:

Monique S. Johnson

Monique S. Johnson, Ph.D.

Community Outreach Managing Director

Agency: Southside Community Development and Housing Corporation

Signed: *Dianna C. Bowser*

Print: **Dianna C Bowser**

Title: **President/CEO**

Date: **Aug 21, 2022**

Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing

Virginia Housing Renter Education Program

Whether it's a house, apartment, duplex or townhouse, renting can have its advantages over purchasing. Here are some resources to help you understand and explore your options for finding affordable rental housing in Virginia. As a renter, you have certain rights that protect you and your interests, but you also have responsibilities. Become familiar with what you need to know.

Virginia Housing provides Renters the opportunity to complete free courses and access other resources at their website. Renters are encouraged but not required to access this information.

To begin, Renters need to create an account on the VHDA website that is included in the links below. The eBook is a comprehensive resource that covers financial readiness, credit, searching for rentals, the application, the lease agreement, security deposit, tenant rights & responsibilities, housekeeping, and maintenance & repairs.

The online course is available in both English and Spanish. It is comprised of nine (9) standalone modules/chapters and is available 24 hours a day. A Certificate of Completion is made available at the completion of each chapter. Renters can download the certificate, print, save, and share by email if desired.

Links for Assistance to Renters Before Taking the Renter Education Program:

<https://www.virginiahousing.com/renters>

<https://www.virginiahousingsearch.com/Resources.html>

<https://www.virginiahousing.com/renters/education>

Acknowledgment of Renter of _____ (Apartments):

Signature: _____ Dated: _____

Printed: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

Tax Parcel Nos.: _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Peter L. Henderer, VSB # 40994
McCandlish Holton, PC
P.O. Box 796
Richmond, VA 23218-0796

RIGHT OF FIRST REFUSAL AGREEMENT

Emporia Rail Depot Townhomes

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of _____, 2023, [Closing Date] by and among **EMPORIA RAIL DEPOT TOWNHOMES, LLC**, a Virginia limited liability company (the “Owner” or the “Company”) (index as Grantor), **SOUTHSIDE COMMUNITY DEVELOPMENT AND HOUSING CORPORATION**, a Virginia non-stock nonprofit corporation (the “Grantee”, and index as Grantee), and is consented to by **ERDT Manager, LLC**, a Virginia limited liability company (the “Managing Member”), **VCDC Equity Fund __, LLC**, a Virginia limited liability company (the “Investor Member”) and **VAHM, LLC**, a Virginia limited liability company (the “Special Member”). The Managing Member, Investor Member, and Special Member are sometimes referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its Amended and Restated Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of a 52-unit townhouse-style apartment project for families located in Emporia, Virginia and commonly known as “Emporia Rail Depot Townhomes” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is the sole shareholder of a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

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 the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by the Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal

Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

- B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
 - (i) the payment of all cash or immediately available funds at Closing, or
 - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
 - (i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and
 - (ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:
 - (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
 - (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
 - (iii) the Project ceases to be a "qualified low-income housing project" within the meaning of Section 42 of the Code, or

- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in the City of Richmond, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "**AS IS, WHERE IS**" and "**WITH ALL FAULTS AND DEFECTS**," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of

the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

- A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).
- B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement; and
- (iii) If to the Grantee, Southside Community Development and Housing Corporation, at 624 Hull Street, Richmond, VA 23224.

Section 11. Severability of Provisions

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.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTEE:

Southside Community Development and Housing Corporation, a Virginia non-stock nonprofit corporation

By: *Dianna Bowser*
Name: Dianna Bowser
Title: Executive Director

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Richmond)

On MARCH 13, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Dianna Bowser, the Executive Director of Southside Community Development and Housing Corporation, a Virginia non-stock nonprofit corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Executive Director, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

James Alexander Chambers
Notary Public

Commission expires: 9-30-2026

Registration No.: 7763795



EXHIBIT A

LEGAL DESCRIPTION

All those certain lots or parcels of land, generally known and generally described as:

Parcel B

BEGINNING at an iron pin found in the southwesterly line of Atlantic Street at the northwest corner of lands now or formerly of R. C. and Ann K. Newsome (D.E. 100, Pg. 730); -thence with the Newsome lands the following two (2) courses:

- 1- South 389 37' 08" West 97.84 ft. to an iron pin found, and
- 2- South 499 56' 46" East, passing an iron pin set at 177.14 ft., a total distance of 212.00 ft. to a point in Reese Street; thence South 32' 53' 15" West 516.04 ft. to a painted mark on a steel grate at or near the intersection of Reese Street with the northeasterly line of Southampton Street; thence along Southampton Street, North 59' 18' 57" West 367.39 ft. to an iron pin set 53.00 ft. southeast of Grantor's most westerly railroad track; thence North 39' 06' 54" East 678.47 ft. to an iron pin set 53.00 ft. southeast of the westerly railroad track in the southwesterly line of Atlantic Street; thence with the southwesterly line of Atlantic Street, South 44• 40' 08" East 95-18 ft. to the POINT OF BEGINNING; containing 4.42 acres, more or less.

BEING the same real estate conveyed to Emporia Rail Depot Townhomes, LLC by Deed recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia, simultaneously herewith.

Tab W:

Internet Safety Plan and Resident Information Form (if internet amenities selected)

1. Internet Education Information for Residents
2. Internet Acceptable Use Policy:
Resident Acknowledgement Form
3. Internet Security Plan



The Internet might seem intimidating at first - a vast global communications network with billions of webpages. But in this lesson, we simplify and explain the basics about the Internet using a conversational non-technical style to make it understandable, useful, and enjoyable. There's no reason to be left out!

Basic Internet Skills

Microsoft Windows PCs

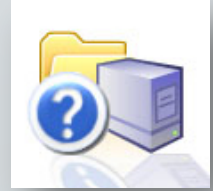
www.NetLiteracy.org





What the Internet is:

The Internet, the web, cyberspace, and the 'net are all terms that generally mean the same thing, in this case, we will call it the Internet. The Internet is a **NET**work of computers, all over the world, **INTER**connected to each other and available to any individual. The Internet is used for many different activities including shopping, communicating, learning, and distributing information.



Unfortunately, you cannot open a door to a house and walk outside to “go into the Internet.” Computers are a primary tool you’ll utilize to use the Internet. The Internet is somewhat difficult to describe because you cannot touch it (in a way similar to software). It seems invisible—only computers can see it – and you can see it through a computer. Sometimes the Internet is best described in comparison to a library. The Internet is made up of many individual components, just like a library is made up of many books. The Internet’s components have even more individual parts, just like a book has pages.

Changing Constantly:

The Internet is a useful source of information about news, sports, and entertainment because it changes along with the minute-by-minute events that occur in the world brings. This might seem confusing. However, it is not

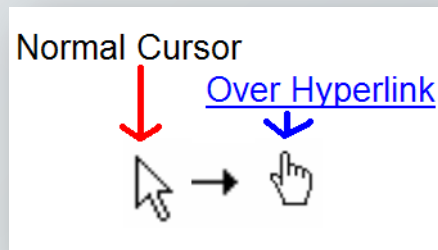


necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.

Purpose / Content of Websites

On the Internet, there are many websites. These are usually made for one specific purpose; they range from informing you about the news to teaching you how to cook.

The best analogy of a website is a comparison to an entire book or an entire newspaper. Websites are made up of “pages,” just like newspapers and books.



Websites are usually independent, however sometimes they are linked together by hyperlinks (also called links) that allow you to jump from one website to another website. These links allow you to “turn the page,” and move around on the Internet. They are usually underlined and **blue**, however they can be any color and or even a picture. How

do you identify a hyperlink? When your mouse hovers over a hyperlink, the arrow changes into a pointing hand.

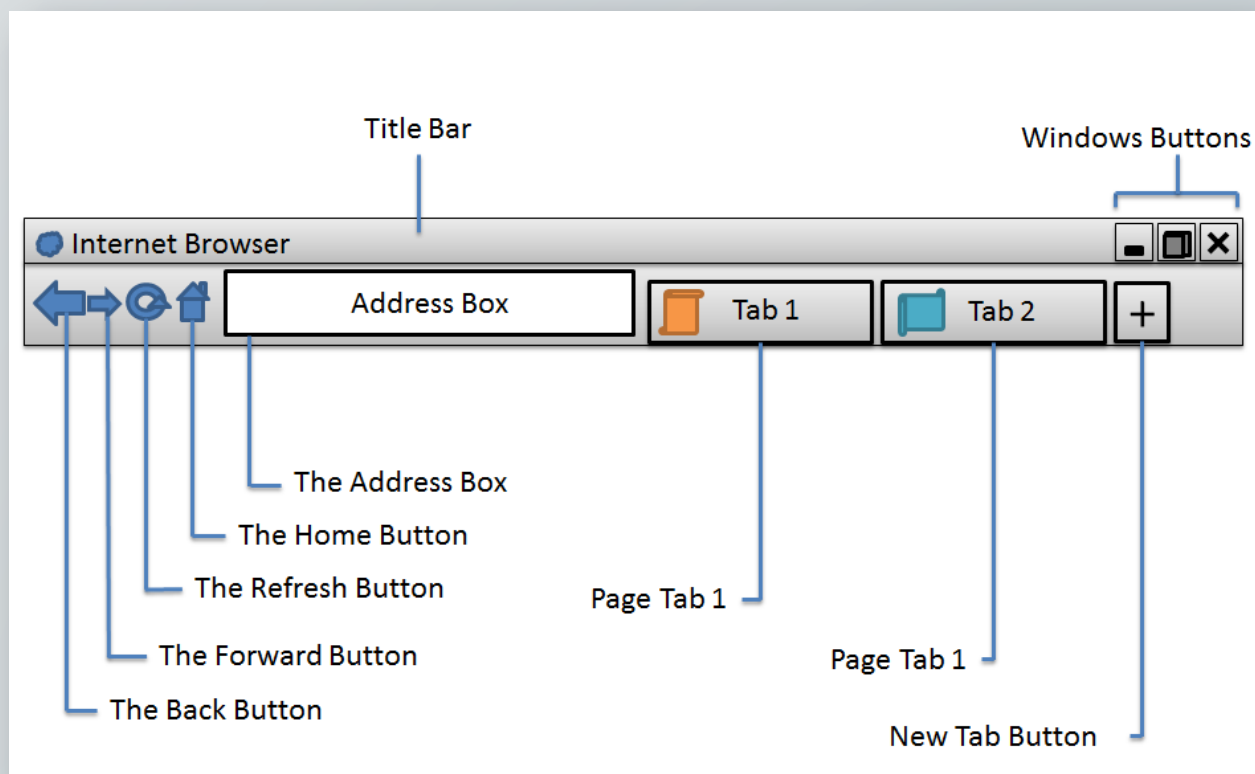
Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that help organize it and will allow you to use it comfortably and easily.





Applications to Access the Internet

On the computer, you use a program to see the Internet. The program is called a web browser — you “browse” the web with it. Some common brands of web browsers include Internet Explorer, Firefox, and Chrome. They serve the same purpose, navigating the internet, and also have many of the same buttons. For instance, we will take a look at a generic browser’s buttons. You will use these buttons to navigate around the Internet. Sometimes extra buttons might be added, while other times, buttons might have been moved around on the toolbar. If you cannot find a button, just ask someone (they seem to be pretty tricky when they hide from you).



The Buttons

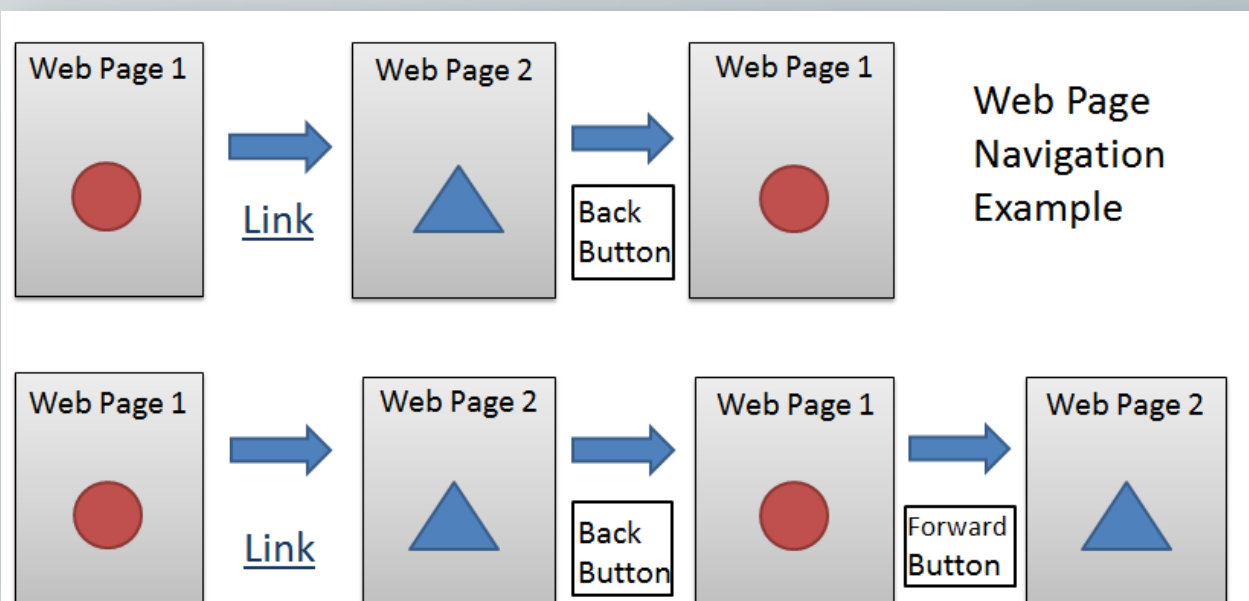
The Back Button – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

The Forward Button – If you clicked the back button, you don't have to hunt for the hyperlink on the webpage to return to the previous webpage. Just click on the forward button to return to the previous page that you were at before you pressed the back button.

Note: If the forward button is "grayed out" and when you click on it, nothing happens, this means that it is disabled.

The Refresh Button – This button is useful if you are looking at pages that contain content that is updated more frequently, such as the news, sports scores, or the weather. By clicking on the refresh button, the web page loads again, and is updated with the latest information.

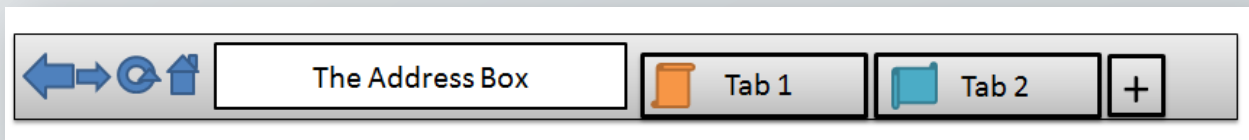
The Home Button - When you open your web browser, the first website that is displayed is your **homepage**. You can change your homepage to fit your preferences. When you click on the home button, it takes you to your homepage.





The Address Box

The Address Box – This displays the URL of a webpage. URL stands for Universal Resource Locator, which is a unique address for each webpage – just like your own home’s address is unique. You can type a specific URL into the address box by left clicking in the box once and then typing. Although URLs are all different, they share common characteristics. The basic diagram of a URL is shown below.



http://www.google.com

Http:// - Begins most web addresses. Tells the internet browser what protocol to use.

www– Stands for “World Wide Web.” Most web addresses have it although it is not necessary. It indicates a web page.

.(dot)- Separates parts of the address so it does not all run together and the computer can distinguish the different parts of the address.

Domain name– Example: “Google” – A series of numbers, letters or hyphens “-” that identifies the owner of the address.

.” (dot)- See previous Definition

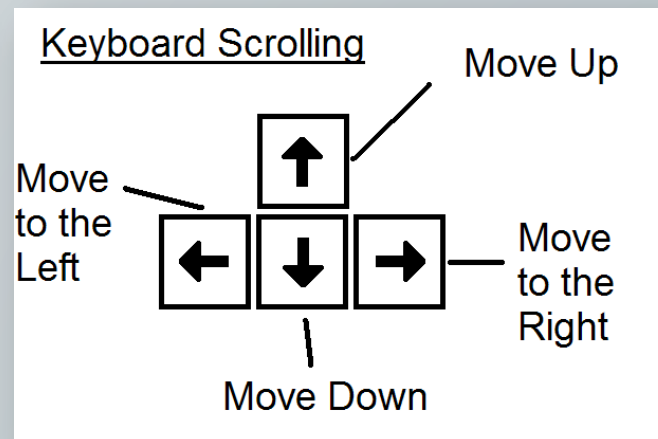
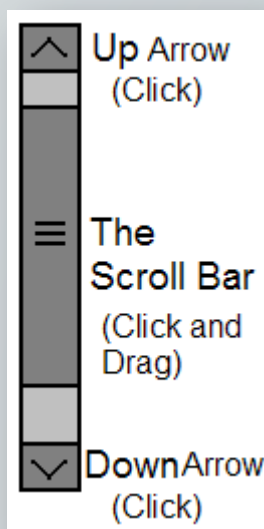
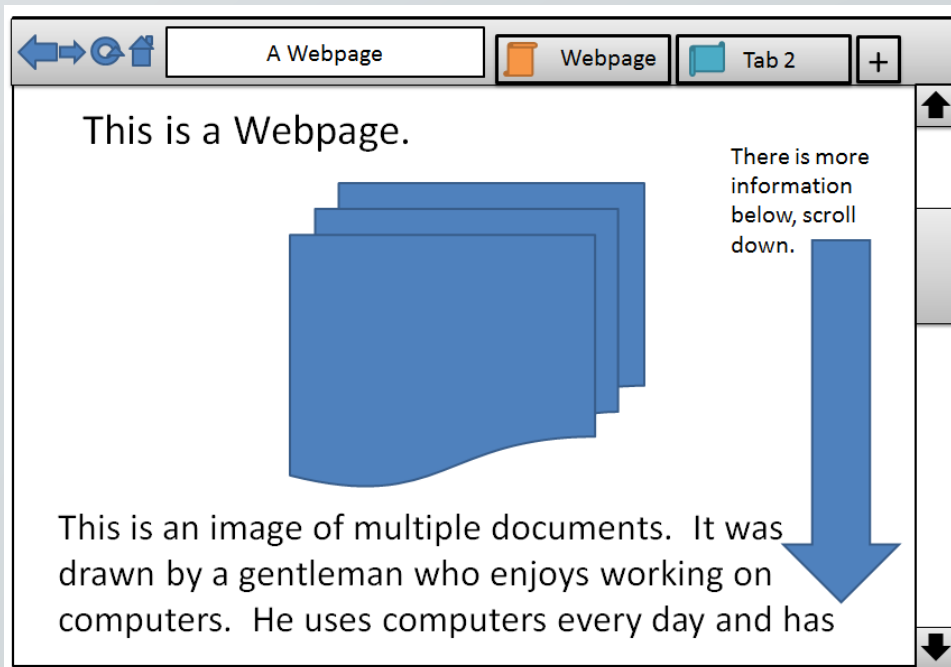
The Domain- At the end of a web address. Tells what type of web page you are viewing.
 .com – Commercial
 .org – Non-For-Profit Organization
 .edu – Education (Colleges/Universities)
 .net – Internet Related
 .mil – US Military
 .gov – US Government
 .us – United States
 .uk – United Kingdom

Important: Make sure you spell everything correctly. Addresses are very specific and if typed incorrectly, they will direct you to the wrong website. If this happens, simply use your back arrow to return to the previous webpage.



Scrolling on Webpages

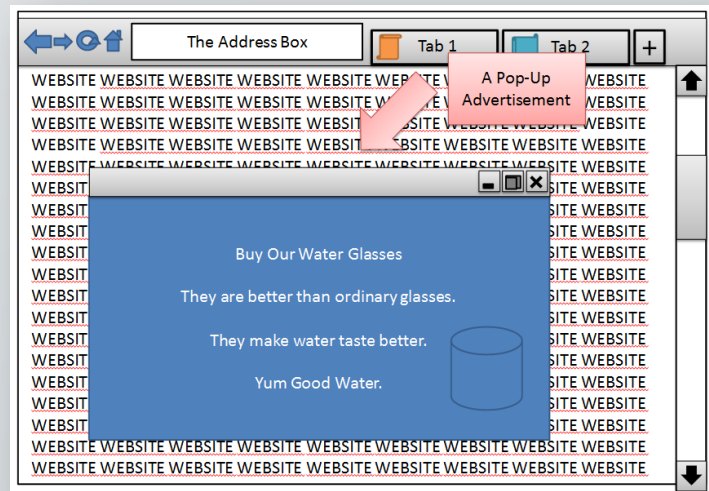
One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information you are missing. If you are tired of using the mouse to scroll up and down, try using the arrow keys.



Pop Up Advertisements



On the Internet, there are things that help you and things that can make you aggravated. One aggravation is the **Pop Up Ad**. These advertisements are created by aggressive marketers who want you to see their “amazing” product and buy it. Pop ups create their own window and usually appear on top of the information that you are interested in. If you click on a pop up ad, it will take you away from the information you are looking at. If you see a pop up ad, click the X at the top right of the window to close it.



Another type of advertisement is the **Banner**. Banner ads show up at the top of a website or on the side of a website. As a beginner, it's generally wiser to ignore banner advertisements unless you are familiar with the company.

Searching the Internet

Because there are so many things on the Internet, it is frequently hard to locate exactly what you are looking for. Search engines such as Google (www.google.com) are very helpful and allow you search the Internet.

A search engine is a Website used to search for information on the World Wide Web. Google first collects websites using a computer program (called a



wanderer, crawler, robot, worm, or spider). Then Google creates an index of these sites so they are searchable. There are many search engines that are available - we use Google for purposes of instruction because most people use it.

Performing a search in Google (See Next Page for Picture)

1. Go to Google by typing www.google.com in the URL address box (see page 5). Google is also one of the fastest search engines and provides some of the best results.
2. Next type your topic or key words (words closely related to your topic) into the box under the Google logo.
3. Press Enter or click "Google Search"
4. The next page that will appear is your search results page. This page lists the first few results from your search. Click on one of the page title that has an interesting description or seems most relevant.
5. If you are not satisfied with that website, click the back button and try a different website. If you still cannot find a good website, try searching by using different terms in the search box at the top of the webpage.



Google Searching Tips

Google will return pages that include all of your search terms. There is no need to include the word "and" between terms. For example, to look for information about parks in Cincinnati, simply type "Cincinnati parks."

Google is not case sensitive. Typing "United States" is the same as typing "UNITED STATES" or "united states."

The more words you include in your search, the more specific your search will be and the more relevant your search results will be.



Internet Glossary

Browser – A software program that allows Internet documents (like webpages) to be viewed, also called a Web Browser.

Cyberspace – The world of computer networks.

Domain Name – A unique name that identifies a specific computer on the Internet.

Download – A term for transferring software or other files from one computer to another.

Email – Electronic Mail – Messages sent from one specific user to another using the Internet.

Email address – The way a specific user is identified so that they may receive email. An email address can be identified by the “@” sign. E.g., Support@seniorconnects.org

Home Page – The first page of a Website, similar to a table of contents.

HTML – HyperText Markup Language- A computer language used to make hypertext documents that are sent via the World Wide Web and viewed using a Browser.

HTTP – HyperText Transfer Protocol – The way that hypertext documents are transferred over the Internet.

Hypertext – A way of presenting information that allows words, pictures, sounds, and actions to be inter-linked so that you may jump between them however you choose.

Link – A word, phrase, or image that allows you to jump to another document on the World Wide Web.

Search Engine – A website that indexes and allows searching of information gathered from the Internet. Google is an example of this.

URL – Uniform Resource Locator – The entire address for a piece of information of the Internet. E.g., www.google.com

Webpage – A hypertext document available on the World Wide Web.

Website – A collection of webpages.

World Wide Web – A collection of resources available on the Internet using a web browser.

Internet Acceptable Use Policy (AUP)

All users of _____ Internet services agree to and must comply with this Acceptable Use Policy (AUP). _____ does not exercise editorial control or review over the content of any Web site, electronic mail transmission, paper printout, newsgroup, or other material created or accessible over or through the Services. However, _____ may remove, block, filter, or restrict by any other means any materials that, in _____ sole discretion, may be illegal, may subject _____ to liability, or which may violate this AUP. _____ may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and/or _____ account or other actions as detailed below.

The following constitute violations of this AUP (this list is intended to be illustrative and not exhaustive; other uses may violate the AUP and _____ remains the sole and final arbiter of acceptable usage of its Services):

- **Illegal use:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- **Harm to minors:** Using the Services to harm, or attempt to harm, minors in any way.
- **Threats:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- **Fraudulent activity:** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- **Forgery or impersonation:** Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- **Unsolicited commercial email/Unsolicited bulk email:** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- **Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of _____'s or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- **Copyright or trademark infringement:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Collection of personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

- **Reselling the services:** Reselling the Services without _____ 's authorization.
- **Network disruptions and unfriendly activity:** Using the Services for any activity which adversely affects the ability of other people or systems to use _____ Services or the Internet. This includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the users's responsibility to ensure that their system is configured, operated, and used in a manner to avoid excessive consumption of network or system resources. It is the users's responsibility to ensure that their system is configured in a secure manner. A user may not, through action or inaction, allow others to use their system for illegal or inappropriate actions. A user may not permit their system, through action or inaction, to be configured in such a way that gives a third party the capability to use their system in an illegal or inappropriate manner.
- **High Volume, Server Hosting, and non-traditional end user activities:** The Services are intended for an end user's periodic active use of email, instant messaging, browsing the World Wide Web, and other typical end user activities. High volume data transfers, especially sustained high volume data transfers, are prohibited. Hosting a web server, IRC server, or any other server is prohibited. Accordingly, _____ maintains the right to terminate any user's connection following the detection of any high volume data transfer, server hosting, or non-traditional end user activity as determined by _____ .

_____ requests that anyone who believes that there is a violation of this AUP direct the information to the property manager.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

_____ may take any one or more of the following actions, or other actions not listed, at _____ 's sole discretion in response to complaints:

- Issue warnings: written or verbal
- Terminate the user's access
- Bill the user for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

_____ reserves the right to revise, amend, or modify this AUP, and our other policies and agreements at any time and in any manner.

_____ provides public access to the Internet. There are potentially serious security issues with any computer connected to the Internet without the appropriate protection. These security issues range from viruses, worms and other programs that can damage the user's computer to attacks on the computer by unauthorized or unwanted third parties. These parties, known

commonly as "hackers" may attempt to penetrate the user's computer and download information from the user's computer. If the user has unprotected files on the computer, these files may be visible to hackers on the Internet, potentially including parties with criminal intent. Hackers also exploit vulnerabilities in operating systems to cause malicious damage to a user's computer or even a whole company's network, up to and including the destruction or deletion of files or the re-formatting of drives. It is recommended that the user uses either a personal firewall or Virtual Private Network systems to protect this information. _____ advises the user that he/she should consult a security expert to determine whether there are any potential security holes in their computer's configuration.

_____ SPECIFICALLY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED THIRD-PARTY SECURITY BREACHES OR THE RESULTS THEREOF. _____ PROVIDES ACCESS TO THE INTERNET AND THE _____ NETWORK ON AN "AS IS" BASIS WITH ALL RISKS INHERENT IN SUCH ACCESS. BY CONNECTING TO THE _____ NETWORK, THE USER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET OR DOCUMENT PRINTING AND HEREBY RELEASES AND INDEMNIFIES _____ FROM ANY DAMAGES THAT MIGHT OCCUR.

Acknowledgment of Resident:

Signature: _____ Dated: _____

Printed: _____

Draft Internet Security Plan

Network Security:

1. Purpose

This standard specifies the technical requirements that wireless infrastructure devices must satisfy to connect to a _____ (Owner) network. Only those wireless infrastructure devices that meet the requirements specified in this standard or are granted an exception by the InfoSec Team are approved for connectivity to the Owner's network.

Network devices including, but not limited to, hubs, routers, switches, firewalls, remote access devices, modems, or wireless access points, must be installed, supported, and maintained by an Information Security (Infosec) approved support organization.

2. Scope

All employees, contractors, consultants, temporary and other workers at Owner and its subsidiaries/affiliates, including all personnel that maintain a wireless infrastructure device on behalf of the Owner, must comply with this standard. This standard applies to wireless devices that make a connection the network and all wireless infrastructure devices that provide wireless connectivity to the network. Infosec must approve exceptions to this standard in advance.

3. Standard

3.1 General Requirements:

All wireless infrastructure devices that connect to the Owner's network or provide access to the Owner Confidential, Owner Highly Confidential, or Owner Restricted information must:

- Use Extensible Authentication Protocol-Fast Authentication via Secure Tunneling (EAP-FAST), Protected Extensible Authentication Protocol (PEAP), or Extensible Authentication Protocol-Translation Layer Security (EAP-TLS) as the authentication protocol.
- Use Temporal Key Integrity Protocol (TKIP) or Advanced Encryption System (AES) protocols with a minimum key length of 128 bits.
- All Bluetooth devices must use Secure Simple Pairing with encryption enabled.4.2Lab and Isolated Wireless Device Requirements
- Lab device Service Set Identifier (SSID) must be different from the Owner's production device SSID.
- Broadcast of lab device SSID must be disabled.4.3 Home Wireless Device Requirements
All home wireless infrastructure devices that provide direct access to the Owner's network, such as those behind Enterprise Teleworker (ECT) or hardware VPN, must adhere to the following:
- Enable WiFi Protected Access Pre-shared Key (WPA-PSK), EAP-FAST, PEAP, or EAP-TLS

- When enabling WPA-PSK, configure a complex shared secret key (at least 20 characters) on the wireless client and the wireless access point
- Disable broadcast of SSID
- Change the default SSID name
- Change the default login and password

4. Policy Compliance

4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

4.2 Exceptions

Any exception to the policy must be approved by the Infosec Team in advance.

4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Equipment

1. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at _____ (Owner). These rules are in place to protect the employee and Owner. Inappropriate use exposes the Owner to risks including virus attacks, compromise of network systems and services, and legal issues.

2. Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct the Owner's business or interact with internal networks and business systems, whether owned or leased by Owner, the employee, or a third party. All employees, contractors, consultants, temporary, and other workers at Owner and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Owner's policies and standards, and local laws and regulation. Exceptions to this policy are documented in section 5.2.

This policy applies to employees, contractors, consultants, temporaries, and other workers at Owner including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Owner.

3. Policy

3.1 General Use and Ownership

3.1.1 Owner proprietary information stored on electronic and computing devices whether owned or leased by Owner, the employee or a third party, remains the sole property of the Owner. You must ensure through legal or technical means that proprietary information is protected in accordance with the Data Protection Standard.

3.1.2 You have a responsibility to promptly report the theft, loss or unauthorized disclosure of Owner proprietary information.

3.1.3 You may access, use or share Owner proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.

3.1.4 Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.

3.1.5 For security and network maintenance purposes, authorized individuals within Owner may monitor equipment, systems and network traffic at any time, per Infosec's Audit Policy.

3.1.6 Owner reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

3.2 Security and Proprietary Information

3.2.1 All mobile and computing devices that connect to the internal network must comply with the Minimum Access Policy.

3.2.2 System level and user level passwords must comply with the Password Policy. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

3.2.3 All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. You must lock the screen or log off when the device is unattended.

3.2.4 Postings by employees from an Owner email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the Owner, unless posting is in the course of business duties.

3.2.5 Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware.

3.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of Owner authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Owner-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

3.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Owner.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Owner or the end user does not have an active license is strictly prohibited.
- Accessing data, a server or an account for any purpose other than conducting Owner's business, even if you have authorized access, is prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- 6. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using an Owner computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any Owner account.

- Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes. 11. Port scanning or security scanning is expressly prohibited unless prior notification to Infosec is made.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Introducing honeypots, honeynets, or similar technology on the <Company Name> network.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Providing information about, or lists of, Owner's employees to parties outside Owner.

3.3.2 Email and Communication Activities

When using company resources to access and use the Internet, users must realize they represent the company. Whenever employees state an affiliation to the company, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the company". Questions may be addressed to the IT Department

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Owner's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Owner or connected via Owner's network.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

3.3.3 Blogging and Social Media

1. Blogging by employees, whether using Owner's property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of Owner's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Owner's policy, is not detrimental to Owner's best interests, and does not interfere with an employee's regular work duties. Blogging from Owner's systems is also subject to monitoring.
2. Owner's Confidential Information policy also applies to blogging. As such, Employees are prohibited from revealing any Owner confidential or proprietary information, trade secrets or any other material covered by Owner's Confidential Information policy when engaged in blogging.
3. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of Owner and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing when blogging or otherwise engaging in any conduct prohibited by Owner's Non-Discrimination and Anti-Harassment policy.
4. Employees may also not attribute personal statements, opinions or beliefs to Owner when engaged in blogging. If an employee is expressing his other beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of Owner's Employees assume any and all risk associated with blogging.
5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, Owner's trademarks, logos and any other Owner intellectual property may also not be used in connection with any blogging activity

4. Policy Compliance

4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

4.2 Exceptions

Any exception to the policy must be approved by the Infosec team in advance.

4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Emporia Rail Depot Townhomes, LLC

MARKETING PLAN FOR UNITS MEETING ACCESSIBILITY REQUIREMENTS

Emporia Rail Depot Townhomes

Emporia Rail Depot Townhomes is a 52 unit affordable multi-family housing development located within the City of Emporia, VA. Six (6) units in the development will be constructed to meet HUD accessibility requirements as outlined in Section 504 of the Rehabilitation Act and will be actively marketed to persons with disabilities in accord with the Fair Housing Act. These six units represent 10% of the total units at the property.

The six (6) accessible units will be held vacant for 60 days, during which ongoing marketing efforts will be documented. The Owner/Agent will market the units to persons with disabilities on an ongoing basis throughout the year and will provide sufficient documentation to Virginia Housing's compliance officer. "Ongoing Basis" shall mean the Owner/Agent will contact at least two (2) resources per month to market the available Section 504 accessible units.

When a Section 504 accessible unit becomes available for occupancy, it shall first be offered to a qualified individual/household with disabilities currently residing at the property in a non-accessible unit who requires accessible features. If no such persons/households reside at the property, the Owner/Agent shall offer the unit to the next available qualified individual/household with disabilities on the property's waiting list. After 60 days if no qualified applicant with disabilities requires the unit, the Owner/Agent may place a tenant household with no disabled members in the unit upon approval by the designated Virginia Housing compliance officer. The approved lease will contain a provision requiring the non-disabled-household to move to a vacant unit of comparable size within the development if a household with disabled members applies for the unit. The prospective disabled-tenant-household will be placed on the property's waiting list until a vacant unit of comparable size is available to complete the non-disabled tenant household's move to the new unit. The moving costs of the temporary / non-disabled tenant household will be paid by the property.

Individuals seeking housing will need to qualify under the income restrictions and application screening of Emporia Rail Depot Townhomes, including but not limited to having a household income at least 60% or less of the Area Median Income.

Resources and Marketing:

Emporia Rail Depot Townhomes, LLC will utilize the resources of several organizations in the Emporia area to promote the availability of its accessible and affordable

housing units. The following agencies will be contacted regularly and be provided with updated leasing information on Emporia Rail Depot Townhomes.

VirginiaHousingSearch.com – Emporia Rail Depot Townhomes will be posted on the **virginiahousingsearch.com** website which will be provided with regular leasing updates.

District 19 Community Services Board – Owner/Agent will communicate with the District 19 Community Services Board to inform them of available accessible units.

Department of Social Services – Owner/Agent will communicate with the Regional Department of Social Services to inform them of available accessible units.

AccessVA.org and other supportive non-profit organizations – Owner/Agent will communicate with accessibility minded organizations to inform them of the availability of accessible units at Emporia Rail Depot Townhomes.

Newspapers/Internet – Newspaper and internet advertisements reach a broad range of apartment seekers, and as such, provide an excellent form of advertisement. When these methods are used, Owner/Agent will communicate the presence of available accessible units.

Leasing Preference for Virginia Housing Target Populations:

Additionally, Emporia Rail Depot Townhomes, LLC will provide first leasing preference to members of target populations, as defined and required by Virginia Housing. Established by Memorandum of Understanding between Virginia Housing and other participating agencies, target populations will be equipped with state rental assistance. The leasing preference provided by Emporia Rail Depot Townhomes, LLC shall apply to no more than 10% of the units (total of 6 units) at the property at a given time. The owner will not impose tenant selection criteria or leasing terms to individuals receiving this preference that are more restrictive than:

- 1.) the property's standard eligibility requirements / leasing terms;
- 2.) the eligibility criteria for state rental assistance; or
- 3.) any terms in the Virginia Housing MOU establishing the target population.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

NOT APPLICABLE

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

SWAM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Emporia Rail Depot Townhomes LLC

Name of SWaM Service Provider Canterbury Enterprises, LLC / Gerald Burr, Jr.

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

INSTRUCTIONS:

Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
 - consulting services to complete the LIHTC application;
 - ongoing development services through the placed in service date;
 - general contractor;
 - architect;
 - property manager;
 - accounting services; or
 - legal services.

2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

Canterbury Enterprises, LLC will be contracted to perform as the General Contractor on the Emporia Rail Depot Townhomes. Preconstruction services have already been rendered and provided ERDT with a Construction estimate. The general contractor will be valid from the start of the project until the project is 100% complete.

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

[Contract Certification and signatures appear on following page]

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Emporia Rail Depot Townhomes LLC
Name of Applicant


Signature of Applicant

Gerald Burr, Jr./ Manager of Managing Member
Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Canterbury Enterprises, LLC
Name of SWaM Certified Service Provider


Signature of SWaM Certified Service Provider

Gerald Burr, Jr./ President
Printed Name and Title of Authorized Signer

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

Canterbury Enterprises, LLC

is a certified Small, Minority-owned Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code, 7VAC 13-20 et seq.

Certification Number: 10953

Valid Through: October 1, 2023

Accordingly Certified

A handwritten signature in blue ink, appearing to read "Tracey G. Wiley".

Tracey G. Wiley, Director



Tab AA:

Priority Letter from Rural Development

NOT APPLICABLE

TAB AB:

Social Disadvantage Certification

"SOCIAL DISADVANTAGE" CERTIFICATION

Individual's Name Gerald Burr, Jr.

LIHTC Applicant Name Emporia Rail Depot Townhomes LLC

Part II, 13VAC10-180-60(E)(5)(f), of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for demonstrating that at least one of its principals is a "socially disadvantaged individual," as such term is defined in 13 CFR 124.103, and that said principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

INSTRUCTIONS:

Please complete either IA or 1B and also provide a complete response to II. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(f) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.

I. **SOCIAL DISADVANTAGE**

(Complete only Section I(A) OR I(B) and then acknowledge II below)

A. I am claiming social disadvantage because of my identification as a:

Black American

Hispanic American

Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)

Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]

Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)

B. _____ I am claiming individual social disadvantage because I meet the requirements of 13 CFR 124.103(c)(2), and my social disadvantage has negatively impacted my entry into or advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).

II. Ownership and Control

Describe the ownership interest of the socially disadvantaged individual in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits).

Gerald Burr has 40% ownership in Canterbury Development Group, LLC which is the 51% owner of the Managing Member. See the attached organizational chart.

CERTIFICATION OF ELIGIBILITY

I hereby certify that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan. I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Emporia Rail Depot Townhomes LLC
Name of Applicant


Signature of Applicant

Gerald Burr, Jr / Member
Printed Name and Title of Authorized Signer

PRINCIPAL:


Signature of Qualifying Principal

Gerald Burr, Jr / Member
Printed Name and Title of Qualifying Principal

ORGANIZATIONAL CHART

Emporia Rail Depot Townhomes, LLC
(Owner)

Managing Member

ERDT Manager, LLC
1%

Initial Member

ERDT Developer, LLC
99%

SCD-Warwick, Inc.

49%

Canterbury Development Group, LLC

51%

Southside Community Development
and Housing Corporation
(non-profit)

40%

Canterbury Development Group, LLC

60%

Southside Community
Development and Housing
Corporation
(non-profit)

sole shareholder

Gerald W. Burr – 40%
Michelle Taylor – 40%
Barrett Franklin – 20%

Members

Dianna Bowser
Executive Director

Gerald W. Burr – 40%
Michelle Taylor – 40%
Barrett Franklin – 20%

Members

Dianna Bowser
Executive Director