
2019 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

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

Tax Exempt Bonds

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



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

INSTRUCTIONS FOR THE VIRGINIA 2019 LIHTC APPLICATION FOR RESERVATION

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

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

Applications For 9% Competitive Credits

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

Please Note:

Applicants should submit all application materials in electronic format only.

There should be distinct files which should include the following:

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

IMPORTANT:

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

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

VHDA LIHTC Allocation Staff Contact Information

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

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	Calculation of Score

2019 Low-Income Housing Tax Credit Application For Reservation

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

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

2019 Low-Income Housing Tax Credit Application For Reservation

VHDA TRACKING NUMBER

2019-TEB-113

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 1/23/2019

1. Development Name: Fairfax Village Apartments
2. Address (line 1): 332 Fairfax Street
 Address (line 2): _____
 City: Radford State: VA Zip: 24141
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 Radford 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: 101.02
7. Development is located in a **Qualified Census Tract**..... TRUE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** TRUE
10. Development is located in a **Revitalization Area designated by resolution** FALSE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE

(If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)

12. Development is located in a census tract with a poverty rate of.....	3%	10%	12%
	<u>FALSE</u>	<u>TRUE</u>	<u>FALSE</u>

Enter only Numeric Values below:

13. Congressional District: 10
- Planning District: 4
- State Senate District: 38
- State House District: 12

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

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

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

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

4% LIHTC Acq/rehab of 40 units, all of which are covered by a section 8 HAP contract.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 1/23/2019

16. Local Needs and Support

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

Chief Executive Officer's Name: David Ridpath
 Chief Executive Officer's Title: City Manager Phone: 540-731-3603
 Street Address: 10 Robertson Street
 City: Radford State: VA Zip: 24141

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Melissa Skelton (Zoning)

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

Chief Executive Officer's Name: NA
 Chief Executive Officer's Title: _____ Phone: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

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

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

B. RESERVATION REQUEST INFORMATION

1. **Requesting Credits From:**

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

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

For Tax Exempt Bonds, Skip Numbers 2

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

Definitions of types:

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

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

3. **Select Building Allocation type:**

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

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

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

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

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

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

Total Units within 9% allocation request?

Total Units within 4% Tax Exempt allocation Request?

Total Units:

% of units in 4% Tax Exempt Allocation Request:

6. **Extended Use Restriction**

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

Must Select One:

Definition of selection:

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

C. OWNERSHIP INFORMATION

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

1. Owner Information:

Must be an individual or legally formed entity.

Owner Name: SP Faifax Cambridge LLC

Developer Name: Southport Development, Inc.

Contact: M/M ▶ Mr. First: PJ MI: Last: Hornik

Address: 5403 W Gray St

City: Tampa St. ▶ FL Zip: 33609

Phone: (813) 288-6988 Ext. Fax:

Email address: PJHornik@SPHome.com

Federal I.D. No. 83-1490871 (If not available, obtain prior to Carryover Allocation.)

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

Additional Contact: Please Provide Name, Email and Phone number.
Dylan Ames, dames@sphome.com, 813-288-6988

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

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

Names **	Phone	Type Ownership	% Ownership
J. David Page	813-288-6988	GP	60.000%
Stephen W. Page	813-288-6988	GP	10.000%
Paul W. Page	813-288-6988	GP	10.000%
Scott Seckinger	813-288-6988	GP	10.000%
Michael Molinari	813-288-6988	GP	10.000%
			0.000%
			0.000%

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

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

C. OWNERSHIP INFORMATION

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

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

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

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

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

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

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

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

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

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

Select Type: Purchase Contract

Expiration Date: 7/23/2019

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 7/23/2019 .

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

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

D. SITE CONTROL

3. Seller Information:

Name: Fairfax Village Associates, L.P.

Address: 385 Carroll Creek Road

City: Johnson City St.: TN Zip: 37601

Contact Person: John Ed Seehorn Phone: (722) 913-2918

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.)

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

2019 Low-Income Housing Tax Credit Application For Reservation

E. DEVELOPMENT TEAM INFORMATION

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

- | | | | |
|--------------------------|--|---------------------------|-------------------------|
| 1. Tax Attorney: | <u>David O. Cantu</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Pepple Cantu Schmidt PLLC</u> | | |
| Address: | <u>2430 Estancia Boulevard, Suite 114, Clearwater, FL 33761</u> | | |
| Email: | <u>dcantu@pcslegal.com</u> | Phone: | <u>(727) 724-3222</u> |
| | | | |
| 2. Tax Accountant: | <u>G. Matthew Rettig</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Rettig Flyte Company, P.S.</u> | | |
| Address: | <u>1901 65th Ave West, Ste 100, Fircrest, WA 98466</u> | | |
| Email: | <u>mrettig@rf-co.com</u> | Phone: | <u>253-564-4993</u> |
| | | | |
| 3. Consultant: | <u>Ryne Johnson</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Astoria, LLC</u> | Role: | <u>LIHTC Consultant</u> |
| Address: | <u>Richmond, VA</u> | | |
| Email: | <u>rynejohnson@astoriallc.com</u> | Phone: | <u>804-320-0585</u> |
| | | | |
| 4. Management Entity: | <u>Brian Alexander</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Edgewood Management</u> | | |
| Address: | <u>9711 Washingtonian Blvd., Suite 200, Gaithersburg, Maryland 20878</u> | | |
| Email: | <u>balexander@emcmgmt.com</u> | Phone: | <u>(301) 562-1722</u> |
| | | | |
| 5. Contractor: | <u>Chris Rivera</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>PRI (Professional Renovations, Inc.)</u> | | |
| Address: | <u>10440 Shaker Drive, Suite 104, Columbia, MD 21046</u> | | |
| Email: | <u>Chris Rivera <crivera@priconstruction.com></u> | Phone: | <u>301-939-4461</u> |
| | | | |
| 6. Architect: | <u>Kris Ainsworth</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Wallace Architects L.L.C.</u> | | |
| Address: | <u>302 Campusview Dr., Ste. 208, Columbia, MO 65201</u> | | |
| Email: | <u>krisa@wallacearchitects.com</u> | Phone: | <u>(573)256-7200</u> |
| | | | |
| 7. Real Estate Attorney: | <u>David Cantu</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Pepple Cantu Schmidt PLLC</u> | | |
| Address: | <u>2430 Estancia Boulevard, Suite 114, Clearwater, FL 33761</u> | | |
| Email: | <u>dcantu@pcslegal.com</u> | Phone: | <u>(727) 724-3222</u> |
| | | | |
| 8. Mortgage Banker: | <u>Evan Williams</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Capital One Multifamily Finance – Affordable Housing</u> | | |
| Address: | <u>299 Park Ave, 29th Floor, New York, NY 10171</u> | | |
| Email: | <u>evan.williams@capitalone.com</u> | Phone: | |
| | | | |
| 9. Other: | | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | | Role: | |
| Address: | | | |
| Email: | | Phone: | |

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... **TRUE**
If no credits are being requested for existing buildings acquired for the development, skip this tab.
- b. This development has received a previous allocation of credits..... **FALSE**
 If so, in what year did this development receive credits?
- c. The development is listed on the RD 515 Rehabilitation Priority List?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **TRUE**
Action: (If True, provide required form in **TAB Q**)

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

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

2. Ten-Year Rule For Acquisition Credits

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

- a. Credits are being requested for rehabilitation expenditures..... **TRUE**

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

4. Request For Exception

- a. The proposed new construction development (including adaptive reuse and rehabilitation that creates additional rental space) is subject to an assessment of up to minus 20 points for being located in a pool identified by the Authority as a pool with little or no increase in rent burdened population..... **FALSE**

- b. Applicant seeks an exception to this restriction in accordance with one of the following provisions under 13VAC10-180-60:
 - i. Proposed development is specialized housing designed to meet special needs that cannot readily be addressed utilizing existing residential structures..... **FALSE**
 - ii. Proposed development is designed to serve as a replacement for housing being demolished through redevelopment..... **FALSE**
 - iii. Proposed development is housing that is an integral part of a neighborhood revitalization project sponsored by a local housing authority..... **FALSE**

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

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

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

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

Contact Person: [Yellow box]

Street Address: [Yellow box]

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

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

G. NONPROFIT INVOLVEMENT

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

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

0.0%

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

A. FALSE

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

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

Name of qualified nonprofit:

[Redacted]

or indicate true if Local Housing Authority

FALSE

Name of Local Housing Authority

[Redacted]

2. FALSE

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

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

Action: Provide Homeownership Plan (TAB N)

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	40	bedrooms	120
Total number of rental units in development	40	bedrooms	120
Number of low-income rental units	40	bedrooms	120
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	0	bedrooms	0
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	40	bedrooms	120
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.....		47,900.81	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		2,467.81	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		45,433.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		0.00%	
i. Exact area of site in acres	3.600		
j. Locality has approved a final site plan or plan of development..... If True , Provide required documentation (TAB O).		FALSE	
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	0.00	SF	0	0
2BR Garden	917.13	SF	4	4
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	843.48	SF	6	6
2+ Story 3BR Townhouse	1170.39	SF	20	20
2+ Story 4BR Townhouse	1329.58	SF	10	10
			40	40

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)..... 5
- b. Age of Structure:..... 40 years
- c. Number of stories:..... 2
- d. The development is a scattered site development..... FALSE

e. Commercial Area Intended Use: _____

f. Project consists primarily of : (Only One Option Below Can Be True)

- i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
- ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
- iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

H. STRUCTURE AND UNITS INFORMATION

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

i. Row House/Townhouse	<u>TRUE</u>	v. Detached Single-family	<u>FALSE</u>
ii. Garden Apartments	<u>TRUE</u>	vi. Detached Two-family	<u>FALSE</u>
iii. Slab on Grade	<u>FALSE</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>Pitched</u>
j. Construction Type	▶ <u>Frame</u>
k. Primary Exterior Finish	▶ <u>Vinyl</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>TRUE</u>
c. Exercise Room.....	<u>FALSE</u>	h. Pool.....	<u>FALSE</u>
d. Gated access to Site.....	<u>FALSE</u>	i. Rental Office.....	<u>TRUE</u>
e. Laundry facilities.....	<u>TRUE</u>	j. Sports Activity Court..	<u>TRUE</u>
		k. Other:	<u></u>

l. Describe Community Facilities: Rental office, meeting room, community laundry, playground & play court

m. Number of Proposed Parking Spaces.....	<u>60</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. TRUE
 If **True**, Provide required documentation (**TAB K3**).

H. STRUCTURE AND UNITS INFORMATION

5. Plans and Specifications

- a. **Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**
 - i. A location map with development clearly defined.
 - ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
 - iii. Sketch plans of all building(s) reflecting overall dimensions of:
 - a. Typical floor plan(s) showing apartment types and placement
 - b. Ground floor plan(s) showing common areas
 - c. Sketch floor plan(s) of typical dwelling unit(s)
 - d. Typical wall section(s) showing footing, foundation, wall and floor structureNotes must indicate basic materials in structure, floor and exterior finish.

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

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

6. Market Study Data:

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

Project Wide Capture Rate - LIHTC Units	3.40%
Project Wide Capture Rate - Market Units	NA
Project Wide Capture Rate - All Units	2.70%
Project Wide Absorption Period (Months)	3

J. ENHANCEMENTS

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

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

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

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

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

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

- FALSE a. A community/meeting room with a minimum of 749 square feet is provided.
- 0.00% b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations.
- FALSE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE d. Each bathroom contains only of WaterSense labeled faucets, toilets and showerheads.
- FALSE e. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- TRUE f. Free WiFi access will be provided in community room for resident only usage.
- FALSE g. Each unit is provided free individual high speed internet access.
- or
- FALSE h. Each unit is provided free individual WiFi access.
- FALSE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE j. Full bath fans are equipped with a humidistat.
- TRUE k. Cooking surfaces are equipped with fire prevention features
- or
- FALSE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- FALSE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE o. All interior doors within units are solid core.
- FALSE p. At minimum, one USB charging port in each kitchen, living room and all bedrooms.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- FALSE r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.
- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

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

J. ENHANCEMENTS

- FALSE a. All cooking ranges have front controls.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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

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

- FALSE a. Architect of record certifies that units will be constructed to meet VHDA's Universal Design standards.
- b. Number of Rental Units constructed to meet VHDA's Universal Design standards:
 % of Total Rental Units

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

If not, please explain:

2019 Low-Income Housing Tax Credit Application For Reservation

I. UTILITIES

1. Describe the Heating/AC System: Electric

2. Services Included:

Utilities	Type of Utility (Gas, Electric, Oil, etc.)	Utilities Paid by:	Enter Allowances by Bedroom Size				
			0-bdr	1-bdr	2-bdr	3-bdr	4-br
Heating	Electric	Tenant	0	0	33	55	50
Air Conditioning	Electric	Tenant	0	0	33	55	50
Cooking	Electric	Tenant	0	0	11	18	17
Lighting	Electric	Tenant	0	0	11	18	17
Hot Water	Electric	Tenant	0	0	11	18	17
Water		Owner	0	0	0	0	0
Sewer		Owner	0	0	0	0	0
Trash		Owner	0	0	0	0	0
Total utility allowance for costs paid by tenant			\$0	\$0	\$100	\$166	\$149

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

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

FALSE

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

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

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

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

Note: Subsidies may apply to any units, not only those built to satisfy Section 504. (60 points)

FALSE

b. Any development in which the greater of 5 units or 10% of the units (i) have rents within HUD's Housing Choice Voucher ("HCV") payment standard; (ii) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and (iii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits (30 points)

FALSE

c. Any development in which 5% of the units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of this application for credits. (15 points)

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

K. SPECIAL HOUSING NEEDS

2. Special Housing Needs/Leasing Preference:

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

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

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

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

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

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

3. Leasing Preferences

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select:

Organization which holds such waiting list:

Contact person:

Title:

Phone Number

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

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

% of total Low Income Units

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

K. SPECIAL HOUSING NEEDS

4. Rental Assistance

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

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

- FALSE Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
- FALSE Section 8 New Construction Substantial Rehabilitation
- FALSE Section 8 Moderate Rehabilitation
- FALSE Section 8 Certificates
- TRUE Section 8 Project Based Assistance
- FALSE RD 515 Rental Assistance
- FALSE Section 8 Vouchers
- FALSE State Assistance
- FALSE Other: _____

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

d. Number of units receiving assistance:	<u>40</u>
How many years in rental assistance contract?	<u>20.00</u>
Expiration date of contract:	<u>7/23/2039</u>
There is an Option to Renew.....	<u>FALSE</u>

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

L. UNIT DETAILS

1. Set-Aside Election:

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

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

a. Units Provided Per Household Type:

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

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

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

2. Unit Detail

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	Number of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	2 BR - 1 Bath	60% AMI	4	0	824.75	\$1,055.00	\$4,220
Mix 2	2 BR - 1 Bath	60% AMI	6	0	826.50	\$1,055.00	\$6,330
Mix 3	3 BR - 1.5 Bath	60% AMI	20	0	1076.60	\$1,405.00	\$28,100
Mix 4	4 BR - 2 Bath	60% AMI	10	0	1260.07	\$1,705.00	\$17,050
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0

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L. UNIT DETAILS

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
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Mix 44								\$0
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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
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

L. UNIT DETAILS

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			40	0	3,987.92	\$5,220	\$55,700

Total Units	40	Net Rentable SF:	TC Units	42,390.70
			MKT Units	0.00
			Total NR SF:	42,390.70

Floor Space Fraction (to 7 decimals)	100.00000%
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2019 Low-Income Housing Tax Credit Application For Reservation

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing		\$12,000
2. Office Salaries		\$52,000
3. Office Supplies		\$0
4. Office/Model Apartment	(type _____)	\$0
5. Management Fee		\$32,046
<u>5.00%</u> of EGI	<u>\$801.15</u> Per Unit	
6. Manager Salaries		\$0
7. Staff Unit (s)	(type _____)	\$0
8. Legal		\$0
9. Auditing		\$7,500
10. Bookkeeping/Accounting Fees		\$0
11. Telephone & Answering Service		\$0
12. Tax Credit Monitoring Fee		\$1,400
13. Miscellaneous Administrative		\$0
Total Administrative		\$104,946

Utilities

14. Fuel Oil		\$0
15. Electricity		\$4,480
16. Water		\$17,186
17. Gas		\$0
18. Sewer		\$0
Total Utility		\$21,666

Operating:

19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$0
21. Janitor/Cleaning Contract		\$0
22. Exterminating		\$0
23. Trash Removal		\$12,097
24. Security Payroll/Contract		\$0
25. Grounds Payroll		\$0
26. Grounds Supplies		\$0
27. Grounds Contract		\$5,000
28. Maintenance/Repairs Payroll		\$0
29. Repairs/Material		\$12,500
30. Repairs Contract		\$12,500
31. Elevator Maintenance/Contract		\$0
32. Heating/Cooling Repairs & Maintenance		\$0
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$0
35. Decorating/Payroll/Contract		\$0
36. Decorating Supplies		\$0
37. Miscellaneous		\$0
Totals Operating & Maintenance		\$42,097

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M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$29,824
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$14,978
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
Total Taxes & Insurance	\$44,802

Total Operating Expense	\$213,511
--------------------------------	------------------

Total Operating Expenses Per Unit	\$5,338	C. Total Operating Expenses as % of EGI	33.31%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$12,000
---	-----------------

Total Expenses	\$225,511
-----------------------	------------------

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

2019 Low-Income Housing Tax Credit Application For Reservation

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	7/5/2018	
b. Site Acquisition	7/23/2019	
c. Zoning Approval		
d. Site Plan Approval		
2. Financing		
a. Construction Loan		
i. Loan Application	4/1/2019	
ii. Conditional Commitment	6/1/2019	
iii. Firm Commitment	7/1/2019	
b. Permanent Loan - First Lien		
i. Loan Application	4/1/2019	
ii. Conditional Commitment	6/1/2019	
iii. Firm Commitment	7/1/2019	
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	8/7/2018	
3. IRS Approval of Nonprofit Status		
4. Closing and Transfer of Property to Owner		
5. Plans and Specifications, Working Drawings	1/15/2019	
6. Building Permit Issued by Local Government	7/1/2019	
7. Start Construction	8/1/2019	
8. Begin Lease-up	8/1/2019	
9. Complete Construction	4/1/2020	
10. Complete Lease-Up	4/1/2020	
11. Credit Placed in Service Date	8/1/2019	

2019 Low-Income Housing Tax Credit Application For Reservation

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

Must Use Whole Numbers Only!	(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"
Item				
1. Contractor Cost				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	1,280,000	0	1,280,000	0
c. Non Residential Structures	40,000	0	40,000	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	1,320,000	0	1,320,000	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	0	0	0	0
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	40,000	0	40,000	0
p. Other Site work	0	0	0	0
Total Land Improvements	40,000	0	40,000	0
Total Structure and Land	1,360,000	0	1,360,000	0
q. General Requirements	81,600	0	81,600	0
r. Builder's Overhead (<u>2.0%</u> Contract)	27,200	0	27,200	0
s. Builder's Profit (<u>6.0%</u> Contract)	81,600	0	81,600	0
t. Bonds	15,504	0	15,504	0
u. Building Permits	0	0	0	0
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1: _____	0	0	0	0
y. Other 2: _____	0	0	0	0
z. Other 3: _____	0	0	0	0
Contractor Costs	\$1,565,904	\$0	\$1,565,904	\$0

O. PROJECT BUDGET - OWNER COSTS

MUST USE WHOLE NUMBERS ONLY!

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	23,256	0	23,256	0
b. Architecture/Engineering Design Fee \$2,000 /Unit)	80,000	0	80,000	0
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	0	0	0	0
e. Environmental	10,000	0	10,000	0
f. Soil Borings	0	0	0	0
g. EarthCraft/LEED	20,000	0	20,000	0
h. Appraisal	10,000	0	10,000	0
i. Market Study	7,500	0	7,500	0
j. Site Engineering / Survey	45,000	0	45,000	0
k. Construction/Development Mgt	25,000	0	25,000	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	0	0	0	0
n. Construction Interest (0.0% for 0 months)	0	0	0	0
o. Taxes During Construction	29,824	0	14,912	0
p. Insurance During Construction	14,978	0	7,489	0
q. Permanent Loan Fee (0.0%)	55,800	0	0	0
r. Other Permanent Loan Fees	54,352	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	25,000	0	25,000	0
u. Accounting	0	0	0	0
v. Title and Recording	20,000	0	20,000	0
w. Legal Fees for Closing	75,000	0	56,250	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	19,200			
z. Tenant Relocation	20,000	0	20,000	0
aa. Fixtures, Furnitures and Equipment	0	0	0	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	275,726	0	0	0
ad. Contingency	190,400	0	190,400	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
(1) Other* specify: RR	40,000	0	0	0
(2) Other* specify: HUD Legal	50,000	0	50,000	0
(3) Other* specify: LIHTC Legal	25,000	0	0	0
(4) Other* specify: Lender Legal	70,000	0	35,000	0
(5) Other * specify: 3rd Party	36,000	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(6) Other* specify: Issuer Fee	19,125	0	0	0
(7) Other* specify: COI - Legal	112,500	0	0	0
(8) Other* specify: Insurance Escrow	3,745	0	0	0
(9) Other* specify: Tax Escrow	7,456	0		0
(10) Other* specify: Contingency & Pre-Dev	50,000	0	50,000	0
Owner Costs Subtotal (Sum 2A..2(10))	\$1,414,862	\$0	\$689,807	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)	\$2,980,766	\$0	\$2,255,711	\$0
3. Developer's Fees	911,923	501,718	410,205	0
4. Owner's Acquisition Costs				
Land	280,000			
Existing Improvements	4,088,589	4,088,589		
Subtotal 4:	\$4,368,589	\$4,088,589		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$8,261,278	\$4,590,307	\$2,665,916	\$0

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

(Provide documentation at Tab E)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$911,923

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

\$206,532
\$81
\$199,972

Proposed Cost per Unit exceeds limit
Meets Limits

2019 Low-Income Housing Tax Credit Application For Reservation

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	8,261,278	4,590,307	2,665,916	0

2. Reductions in Eligible Basis

a. Amount of federal grant(s) used to finance qualifying development costs	0	0	0
b. Amount of nonqualified, nonrecourse financing	0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)	0	0	0
d. Historic Tax Credit (residential portion)	0	0	0

3. Total Eligible Basis (1 - 2 above)

4,590,307	2,665,916	0
-----------	-----------	---

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

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	799,775	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0

Total Adjusted Eligible basis

3,465,691	0
-----------	---

5. Applicable Fraction

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

6. Total Qualified Basis

(Eligible Basis x Applicable Fraction)

4,590,307	3,465,691	0
-----------	-----------	---

7. Applicable Percentage

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

3.30%	3.30%	3.30%
-------	-------	-------

8. Maximum Allowable Credit under IRC §42

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

\$151,480	\$114,368	\$0
\$265,848		
Combined 30% & 70% P. V. Credit		

Q. SOURCES OF FUNDS

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

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. HUD 223f	03/15/19	05/15/19	\$5,580,000	Evan Williams
2.				
3.				
Total Construction Funding:			\$5,580,000	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. HUD 223f	3/15/2019	5/15/2019	\$5,580,000	\$337,939	5.00%	35.00	35.00
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:				\$5,580,000	\$337,939		

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

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

Q. SOURCES OF FUNDS

4. Subsidized Funding

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

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$5,580,000
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$0
g.	HOME Funds	\$0
h.	Other:	\$0
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$0
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$5,580,000
g.	Other:	\$0

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **74.04%**

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

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

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

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

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

c. **FALSE** Other _____

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

2019 Low-Income Housing Tax Credit Application For Reservation

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit

Amount of Federal historic credits	\$0	x Equity \$	\$0.000	=	\$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	=	\$0

b. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$341,815	(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0	

Equity Total \$341,815

2. Equity Gap Calculation

a. Total Development Cost	\$8,261,278
b. Total of Permanent Funding, Grants and Equity	- <u>\$5,921,815</u>
c. Equity Gap	\$2,339,463
d. Developer Equity	- <u>\$238</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$2,339,225

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator: TBD

Contact Person: _____ Phone: _____

Street Address: _____

City: _____ State: _____ Zip: _____

b. Syndication Equity

i. Anticipated Annual Credits	\$265,848.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.880
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$265,821
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$2,339,225

c. Syndication: Private

d. Investors: Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$2,339,225

5. Net Equity Factor

Must be equal to or greater than 85% 87.9998700722%

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		<u>\$8,261,278</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u><u>\$5,921,815</u></u>
3. Equals Equity Gap		<u>\$2,339,463</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u><u>87.9998700722%</u></u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$2,658,484</u>
Divided by ten years		<u><u>10</u></u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$265,848</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$265,848</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$151,480</u>
	For 70% PV Credit:	<u>\$114,368</u>
Credit per LI Units	<u>\$6,646.2000</u>	
Credit per LI Bedroom	<u>\$2,215.4000</u>	
	Combined 30% & 70% PV Credit Requested	<u>\$265,848</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		\$55,700
Plus Other Income Source (list):	Laundry & Tenant Charges	\$521
Equals Total Monthly Income:		\$56,221
Twelve Months		x12
Equals Annual Gross Potential Income		\$674,648
Less Vacancy Allowance	5.0%	\$33,732
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$640,916

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	\$640,916
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$640,916
d.	Total Expenses	\$225,511
e.	Net Operating Income	\$415,405
f.	Total Annual Debt Service	\$337,939
g.	Cash Flow Available for Distribution	\$77,466

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	640,916	653,734	666,809	680,145	693,748
Less Oper. Expenses	225,511	232,276	239,245	246,422	253,815
Net Income	415,405	421,458	427,564	433,723	439,933
Less Debt Service	337,939	337,939	337,939	337,939	337,939
Cash Flow	77,466	83,519	89,625	95,784	101,994
Debt Coverage Ratio	1.23	1.25	1.27	1.28	1.30

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	707,623	721,776	736,211	750,935	765,954
Less Oper. Expenses	261,429	269,272	277,350	285,671	294,241
Net Income	446,194	452,504	458,861	465,265	471,713
Less Debt Service	337,939	337,939	337,939	337,939	337,939
Cash Flow	108,255	114,565	120,922	127,326	133,774
Debt Coverage Ratio	1.32	1.34	1.36	1.38	1.40

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	781,273	796,898	812,836	829,093	845,675
Less Oper. Expenses	303,068	312,160	321,525	331,171	341,106
Net Income	478,205	484,739	491,312	497,923	504,569
Less Debt Service	337,939	337,939	337,939	337,939	337,939
Cash Flow	140,266	146,800	153,373	159,984	166,630
Debt Coverage Ratio	1.42	1.43	1.45	1.47	1.49

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 5

Total Qualified Basis should equal total on Elig Basis Tab

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

DO NOT use the CUT feature

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.	TBD	8	0	332 Fairfax Street		Radford	VA	24141	\$918,061	08/01/19	3.30%	\$30,296	\$693,138	08/01/19	3.30%	\$22,874				\$0
2.	TBD	8	0	332 Fairfax Street		Radford	VA	24141	\$918,061	08/01/19	3.30%	\$30,296	\$693,138	08/01/19	3.30%	\$22,874				\$0
3.	TBD	8	0	332 Fairfax Street		Radford	VA	24141	\$918,061	08/01/19	3.30%	\$30,296	\$693,138	08/01/19	3.30%	\$22,874				\$0
4.	TBD	8	0	316 Calhoun Street		Radford	VA	24141	\$918,061	08/01/19	3.30%	\$30,296	\$693,138	08/01/19	3.30%	\$22,874				\$0
5.	TBD	8	0	400 Davis Street		Radford	VA	24141	\$918,061	08/01/19	3.30%	\$30,296	\$693,138	08/01/19	3.30%	\$22,874				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0

40 0

Totals from all buildings

\$4,590,305

\$151,480

\$3,465,690

\$114,368

\$0

\$0

Qualified basis should equal values on Elig Basis.

Number of BINS: 5

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: SP Fairfax Cambridge LLC
By SP Fairfax Cambridge Manager LLC
By J. David Page, Manager

By: JDP
Its: Manager
(Title)

W.

LIHTC SELF SCORE SHEET

Self Scoring Process

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

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

MANDATORY ITEMS:

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

1. READINESS:

a. VHDA notification letter to CEO (via Locality Notification Information Application)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 or 40	0.00
d. Location in a revitalization area based on Qualified Census Tract	Y	0 or 10	10.00
e. Location in a revitalization area with resolution	N	0 or 15	0.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			<u><u>10.00</u></u>

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	N	0 or up to 5	0.00
b. Existing RD, HUD Section 8 or 236 program	Y	0 or 20	20.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	10%	0, 20, 25 or 30	25.00
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	0.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
Total:			<u><u>45.00</u></u>

2019 Low-Income Housing Tax Credit Application For Reservation

3. DEVELOPMENT CHARACTERISTICS:

a. Amenities (See calculations below)			13.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 60	0.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	N	0 or 10	0.00
g. Units constructed to meet VHDA's Universal Design standards	0%	Up to 15	0.00
h. Developments with less than 100 units	Y	up to 20	20.00
i. Historic Structure	N	0 or 5	0.00
Total:			<u>43.00</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$69,800	\$55,900

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	75.00%	Up to 15	15.00
c. Units with rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			<u>30.00</u>

5. SPONSOR CHARACTERISTICS:

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

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	118.50
b. Cost per unit		Up to 100	5.80
Total:			<u>124.30</u>

7. BONUS POINTS:

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

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

TOTAL SCORE: 352.30

2019 Low-Income Housing Tax Credit Application For Reservation

Amenities:

	Max Pts	Score
All units have:		
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	25	0.00
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	3.00
e. Infrastructure for high speed internet/broadband	1	0.00
f. Free WiFi Access in community room	4	4.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	0.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	0.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	0.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>13.00</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>
Total amenities:		<u>13.00</u>

X. Development Summary

Summary Information

2019 Low-Income Housing Tax Credit Application For Reservation

Deal Name:	Fairfax Village Apartments
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Cycle Type: 4% Tax Exempt Bonds Credits **Requested Credit Amount:** \$265,848
Allocation Type: Acquisition/Rehab **Jurisdiction:** Radford City
Total Units: 40 **Population Target:** General
Total LI Units: 40
Project Gross Sq Ft: 47,900.81 **Owner Contact:** PJ Hornik
Green Certified? FALSE

Total Score
352.30

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$5,580,000	\$139,500	\$116	\$337,939

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$1,360,000	\$34,000	\$28	16.46%
General Req/Overhead/Profit	\$190,400	\$4,760	\$4	2.30%
Other Contract Costs	\$15,504	\$388	\$0	0.19%
Owner Costs	\$1,414,862	\$35,372	\$30	17.13%
Acquisition	\$4,368,589	\$109,215	\$91	52.88%
Developer Fee	\$911,923	\$22,798	\$19	11.04%
Total Uses	\$8,261,278	\$206,532		

Total Development Costs	
Total Improvements	\$2,980,766
Land Acquisition	\$4,368,589
Developer Fee	\$911,923
Total Development Costs	\$8,261,278

Income	
Gross Potential Income - LI Units	\$674,648
Gross Potential Income - Mkt Units	\$0
Subtotal	\$674,648
Less Vacancy %	5.00%
	\$33,732
Effective Gross Income	\$640,916

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$104,946	\$2,624
Utilities	\$21,666	\$542
Operating & Maintenance	\$42,097	\$1,052
Taxes & Insurance	\$44,802	\$1,120
Total Operating Expenses	\$213,511	\$5,338
Replacement Reserves	\$12,000	\$300
Total Expenses	\$225,511	\$5,638

Cash Flow	
EGI	\$640,916
Total Expenses	\$225,511
Net Income	\$415,405
Debt Service	\$337,939
Debt Coverage Ratio (YR1):	1.23

Proposed Cost Limit/Unit: \$206,532
Applicable Cost Limit/Unit: \$199,972
Proposed Cost Limit/Sq Ft: \$81
Applicable Cost Limit/Sq Ft: \$120

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	10
# of 3BR	20
# of 4+ BR	10
Total Units	40

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

Income Averaging? TRUE

Extended Use Restriction? 50

2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$169.60** Credits/SF = **5.85143** Const \$/unit = **\$39,147.6000**

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

11000
600
3

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR
AVG UNIT SIZE	0.00	0.00	917.13	0.00	0.00	843.48	1,170.39	1,321.11
NUMBER OF UNITS	0	0	4	0	0	6	20	11
PARAMETER-(COSTS=>35,000)	0	0	193,800	0	0	176,325	207,182	215,000
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	193,800	0	0	176,325	207,182	215,000
PARAMETER-(COSTS<50,000)	0	0	54,948	0	0	53,100	62,393	65,000
COST PARAMETER	0	0	193,800	0	0	176,325	207,182	215,000
PROJECT COST PER UNIT	0	0	155,548	0	0	143,056	198,501	225,000
PARAMETER-(CREDITS=>35,000)	0	0	13,538	0	0	14,250	16,744	17,400
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	13,538	0	0	14,250	16,744	17,400
PARAMETER-(CREDITS<50,000)	0	0	3,868	0	0	4,071	4,784	4,900
CREDIT PARAMETER	0	0	13,538	0	0	14,250	16,744	17,400
PROJECT CREDIT PER UNIT	0	0	5,367	0	0	4,936	6,848	7,700
COST PER UNIT POINTS	0.00	0.00	1.97	0.00	0.00	2.83	2.09	-1.00
CREDIT PER UNIT POINTS	0.00	0.00	12.07	0.00	0.00	19.61	59.10	27.00

TOTAL COST PER UNIT POINTS **5.80**

TOTAL CREDIT PER UNIT POINTS **118.50**

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR
Standard Parameter - low rise	0	0	193,800	0	0	176,325	207,182	215,
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	193,800	0	0	176,325	207,182	215,

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR
Standard Credit Parameter - low rise	0	0	13,538	0	0	14,250	16,744	17,4
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	13,538	0	0	14,250	16,744	17,4

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

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR
Standard Cost Parameter - low rise	0	0	150,746	0	0	138,117	162,287	169,
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	150,746	0	0	138,117	162,287	169,

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR
Standard Cost Parameter - low rise	0	0	10,540	0	0	11,094	13,036	13,3
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	10,540	0	0	11,094	13,036	13,3

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2019 Low-Income Housing Tax Credit Application For Reservation

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 LOCATION: Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600
 TYPE OF CONSTRUCTION: N C=1; ADPT=2; REHAB(35,000+)=3; REHAB*(10,000-35,000)=4

11000
600
3

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR
AVG UNIT SIZE	0.00	0.00	917.13	0.00	0.00	843.48	1,170.39	1,321.11
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PARAMETER-(COSTS=>35,000)	0	0	193,800	0	0	176,325	207,182	215,000
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	193,800	0	0	176,325	207,182	215,000
PARAMETER-(COSTS<50,000)	0	0	54,948	0	0	53,100	62,393	65,000
COST PARAMETER	0	0	193,800	0	0	176,325	207,182	215,000
PROJECT COST PER UNIT	0	0	155,548	0	0	143,056	198,501	225,000
PARAMETER-(CREDITS=>35,000)	0	0	13,538	0	0	14,250	16,744	17,400
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	13,538	0	0	14,250	16,744	17,400
PARAMETER-(CREDITS<50,000)	0	0	3,868	0	0	4,071	4,784	4,900
CREDIT PARAMETER	0	0	13,538	0	0	14,250	16,744	17,400
PROJECT CREDIT PER UNIT	0	0	5,367	0	0	4,936	6,848	7,700
COST PER UNIT POINTS	0.00	0.00	1.97	0.00	0.00	2.83	2.09	-1.00
CREDIT PER UNIT POINTS	0.00	0.00	12.07	0.00	0.00	19.61	59.10	27.00

TOTAL COST PER UNIT POINTS **5.80**

TOTAL CREDIT PER UNIT POINTS **118.50**

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	0	193,800	0	0	176,325	207,182	215,000
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	193,800	0	0	176,325	207,182	215,000

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	13,538	0	0	14,250	16,744	17,400
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	13,538	0	0	14,250	16,744	17,400

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

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	0	156,128	0	0	142,893	167,899	175,000
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	156,128	0	0	142,893	167,899	175,000

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	0	10,914	0	0	11,488	13,499	14,100
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	10,914	0	0	11,488	13,499	14,100

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Partnership or Operating Agreement

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

Organizational Chart

**SP Fairfax Cambridge LLC,
a Florida limited liability company
EIN 83-1490871**

**Manager
SP Fairfax Cambridge Manager LLC,
a Florida limited liability company
EIN 83-1498911**

**Members
J. David Page 99.99%
SP Fairfax Cambridge Manager LLC 0.01%**

**Manager
J. David Page
SP and MS LLC
Vice Presidents
Scott Seckinger
Michael Molinari**

**Member
SP and MS LLC,
a Florida limited
liability company 100%
EIN 46-3671320**

**Managers
J. David Page
Vice Presidents
Scott Seckinger
Michael Molinari**

**Members
J. David Page 60%
Michael Molinari 10%
Scott Seckinger 10%
Stephen W. Page 10%
Paul W. Page 10%**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
SP FAIRFAX CAMBRIDGE LLC**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT is entered into among J. David Page ("**Page**"), and SP Fairfax Cambridge Manager LLC, a Florida limited liability company ("**SP Fairfax Manager**"), as Members of this Limited Liability Company. This Agreement replaces all prior oral and written operating agreements between the Members with respect to the Company.

The parties agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following defined terms shall have the meanings specified below:

"Act" means the Florida Revised Limited Liability Company Act, Title XXXVI, Chapter 605, as amended and/or replaced.

"Adjusted Tax Basis" means, with respect to any Company asset at a particular date (a) the cost or other basis of such asset for federal income tax purposes, *reduced by* (b) accumulated Tax Depreciation with respect to such asset as of that date.

"Affiliate" means each person who and entity which, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with a Member or a Manager, each authorized representative (whether as an officer, director, manager, partner, member or otherwise) of a Member or a Manager, and each other person having decision-making authority for a Member or a Manager.

"Book Depreciation" means, with respect to any Company asset, the depreciation computed for financial accounting purposes using the Book Value of the asset and either (i) the same method and useful life used by the parties for computing Tax Depreciation, or (ii) any other method or useful life elected by the Manager for financial accounting purposes.

"Book Item" means, with respect to any Company asset, Book Depreciation, amortization, book gain or loss, or other similar item computed in accordance with the method of financial accounting used by the Company.

"Book Value" means, with respect to any Company asset at a particular date (a) the Initial Book Value of the asset, *reduced by* (b) the Book Depreciation accumulated with respect to the asset as of such date.

"Capital Account" means the account established for each Member on the books of the Company pursuant to Section 4.6. Any reference to the Capital Account of a Member shall include the Capital Account of a predecessor holder of the interest of the Member.

"Capital Contribution" means the total amount of money and the fair market value of property (net of liabilities secured by such property that the Company is considered to assume or take subject to under Code Section 752) actually contributed to the Company by each Member

pursuant to the terms of this Agreement. Any reference to the Capital Contribution of a Member shall include the Capital Contribution made by a predecessor holder of the interest of the Member.

"Capital Transaction" means (i) the sale, exchange or other disposition, including casualty or condemnation, of the Property or a substantial portion of the Property, or (ii) obtaining financing encumbering the Property.

"Certificate" means the separate certificate of formation which is required, under the Act, to be executed and filed in the office of the Department of State of the State of Florida to form the Company as a Limited Liability Company under the laws of the State of Florida.

"Code" means the Internal Revenue Code of 1986, as amended; and "Regulations" means the Treasury Regulations promulgated under the Code.

"Company" means this Limited Liability Company.

"Company Minimum Gain" has the same meaning as the term "partnership minimum gain" in Regulation Sections 1.704-2(b) and 1.704-2(d).

"Contributing Member" means a Member who has contributed property to the Company.

"Deficit Capital Account" means with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

- (i) credit to such Capital Account any amount that such Member is obligated to restore to the Company under Regulation Section 1.704-1(b)(2)(ii)(c), as well as any addition thereto pursuant to the next to last sentences of Regulation Sections 1.704-2(g)(1) and (i)(5); and
- (ii) debit to such Capital Account the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

This definition is intended to comply with the provisions of the Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2, and will be interpreted consistently with those provisions.

"Economic Interest Member" means a Unit owner who has not been admitted as a full Member with full voting rights. An Economic Interest Member's Units shall be Units with an economic interest only and shall not have any right to vote on any Company matter (and shall be considered non-voting Units), and such Units shall not be counted or considered in determining the percentage of Units voting (or entitled to vote) on any Company matter.

"Initial Book Value" means (i) with respect either to any Company asset contributed to the Company by a Member, the fair market value of the asset determined as of the date of contribution, or (ii) with respect to any other Company asset, the cost of the asset to the Company.

"Interim Capital Transaction" means the sale of a portion of the Property or obtaining financing encumbering the Property.

"Liquidator" means the party designated to wind up the affairs of the Company by written consent of Members owning a majority of Units owned by all Members in the event the Company is dissolved because of the withdrawal, resignation, or removal of the last Manager.

"Manager(s)" means SP Fairfax Cambridge Manager LLC, any person or other entity substituted for it, and any additional Manager admitted to the Company pursuant to this Agreement. As long as a Manager is a Member, the Manager shall be considered a Member for all purposes under this Agreement, except when this Agreement specifically refers to "Non-Manager Members".

"Member(s)" means the persons or entities who are admitted to the Company as a Member.

"Member Minimum Gain" has the same meaning as the term "partner nonrecourse debt minimum gain" in Regulation Section 1.704-2(i)(2).

"Member Nonrecourse Deductions" has the same meaning as the term "partner nonrecourse deductions" in Regulation Sections 1.704-2(i)(1) and (2). The amount of Member Nonrecourse Deductions for a Company fiscal year shall be determined in accordance with Regulation Section 1.704-2(i)(2).

"Net Cash Flow" means, in any fiscal period: (i) all cash (and items immediately convertible to cash without substantial discount) received by the Company as Revenue from Operations; reduced by (ii) all cash expenses incurred by the Company in connection with the operation of its business; and reduced further by (iii) payments of principal and interest on any Company indebtedness; and reduced further by (iv) amounts set aside by the Manager as reserves or contingency funds.

"Non-Manager Members" means the persons or entities who are admitted to the Company as Members pursuant to this Agreement, but who are not also a Manager.

"Nonrecourse Deductions" has the meaning set forth in Regulation Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a Company fiscal year shall be determined pursuant to Regulation Section 1.704-2(c).

"Optional Loan" means any loan made by a Member to the Company pursuant to Section 4.5.

"Percentage Interest" means, for any Member, the number of Units owned by the Member divided by the aggregate number of Units owned by all Members.

"Person" means an individual, partnership, limited liability company, trust, estate, association, corporation or other entity.

"Prime Rate" means the prime lending rate reported from time to time in the *Wall Street Journal*, or if that rate is unavailable, the prime lending rate of any bank located in Florida selected by the Manager.

"Property" means any real property and personal property, tangible or intangible, owned by the Company.

"Revenue from Operations" means revenues received by the Company from the sale or rental of property or the provision of services in the ordinary course of the Company's business. The term does not include Sale or Financing Proceeds, Capital Contributions, loan proceeds, repayments of loans previously made by the Company, amounts received as security deposits,

or any other amounts received other than from the sale or rental of property or the provision of services in the ordinary course of the Company's business.

"Sale or Financing Proceeds" means (i) the gross proceeds resulting from a Capital Transaction, reduced by (ii) the expenses of the Company incident to the Capital Transaction, and reduced further by (iii) the amount of any mortgage indebtedness, including principal, prepayment fees, if any, and accrued interest paid as a result of the Capital Transaction.

"Tax Depreciation" means, with respect to any Company asset, depreciation, or cost recovery deductions computed for federal income tax purposes pursuant to the applicable provisions of the Code, under such elections as to method and useful life or recovery period as may be determined by the Manager.

"Tax Item" means, with respect to any Company asset, tax depreciation, amortization, Tax Gain or Loss, or other similar item as computed for federal income tax purposes.

"Tax Matters Partner" or **"Tax Matters Member"** means J. David Page.

"Terminating Capital Transaction" means a "Capital Transaction" which is not an "Interim Capital Transaction."

"Unit" means an ownership interest in the Company held by the Members.

"Unrealized Appreciation" or "Unrealized Depreciation" means, with respect to any asset contributed to the Company, the positive or negative difference, if any, between the Initial Book Value and Adjusted Tax Basis of such asset, determined as of the time of contribution.

"Voting Units" means Units excluding those that are owned by an Economic Interest Member and therefore have no voting rights.

ARTICLE 2. ORGANIZATION

2.1. **Formation.** The parties agree to form a Limited Liability Company pursuant to the Act and pursuant to the terms and conditions contained in this Agreement. Except as otherwise provided in this Agreement, the rights and liabilities of the Members will be governed by the Act.

2.2. **Name.** The name of the Company will be "SP Fairfax Cambridge LLC". The Manager may change the name of the Company at any time.

2.3. **Principal Place of Business, Registered Office, and Agent.** The Company's principal place of business will be located at 5403 West Gray Street, Tampa, Florida 33609. The Manager may from time to time designate a different principal place of business or establish additional places of business either within or outside the State of Florida. The Company will maintain an office at its principal place of business at which it will maintain all records it is required to maintain pursuant to the Act. Trustee and Corporate Services, Inc. will be the Company's agent for service of process in the State of Florida. The registered agent's address for that purpose is 2430 Estancia Blvd., Ste 114, Clearwater, Florida 33761. The registered office and registered agent may be changed from time to time by the Manager.

2.4. Term. The term of the Company began on the date the Certificate was filed in the office of the Department of State of the State of Florida, and will continue in perpetuity, unless the Company is terminated earlier pursuant to the provisions of Section 11.1 below.

ARTICLE 3. PURPOSES OF THE COMPANY

3.1. Purposes. The Company may engage in any business permitted by law.

3.2. Authority of the Company. In order to carry out its purposes and subject to the other provisions of this Agreement, the Company is authorized to do all of the following:

3.2.1. Borrow money for Company purposes, issue evidences of indebtedness, and grant security for such debt, including but not limited to recourse and nonrecourse mortgages on the Property in amounts and on terms and conditions approved pursuant to this Agreement.

3.2.2. Grant security interests in the Property and/or other assets to secure Company debt.

3.2.3. Apply for, hold, and maintain all licenses and permits necessary to own and operate the business of the Company.

3.2.4. Acquire, finance, develop, build, hold, operate, manage, maintain, renovate, remodel, lease, grant easements and licenses with respect to, sell, transfer, or otherwise convey, any Property and/or other assets.

3.2.5. Make interim investments in savings and checking accounts, certificates of deposit, savings certificates, bankers' acceptances, governmental obligations, and other accounts.

3.2.6. Bring and defend actions at law or in equity.

3.2.7. Purchase, cancel, or otherwise retire or dispose of the interest of any Member pursuant to the express provisions of this Agreement.

3.2.8. Employ persons, firms, or companies for the operation and management of the business and property of the Company.

3.2.9. File federal, state, and local tax returns and make such elections as are required or permitted under federal, state, or local tax laws, including, but not limited to, elections under Section 754 of the Code or similar provision of any future federal revenue law. Determine the appropriate accounting method or methods to be used by the Company.

3.2.10. Invest funds.

3.2.11. Hold bank accounts in the name of the Company, and to authorize and delegate to others the right to open bank accounts in the name of the Company. The Manager may authorize signatories thereon.

3.2.12. Designate the depository or depositories in which all bank accounts of the Company may be kept, and the person or persons upon whose signature or signatures withdrawals from such accounts may be made.

3.2.13. Appoint officers, such as Vice Presidents, Secretary, and Treasurer, and to assign to officers duties, responsibilities, and authority.

3.2.14. Engage in activities, enter into agreements and contracts, incur expenses, and take actions in furtherance of the Company business.

3.3. Title to Company Property. All property owned by the Company, whether real or personal, tangible or intangible, will be deemed to be owned by the Company as an entity, and no Member, individually, will have any ownership of such property. The Company may hold any of its assets in its own name or in the name of one or more individuals, partnerships, limited liability companies, trusts or other entities, as nominee for the Company.

ARTICLE 4. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

4.1. Percentage Interests. The Percentage Interests and Units in the Company of the Members are as follows:

Member	Percentage Interest	Units
SP Fairfax Cambridge Manager LLC	0.01%	1
J. David Page	99.99%	9999

4.2. No Withdrawals of Capital. A Member will have no right to withdraw any part of its Capital Contributions or Capital Account or to receive any distribution from the Company, except in accordance with the provisions of this Agreement.

4.3. No Interest on Capital. A Member will not be entitled to receive interest on any portion of its Capital Contributions or Capital Account. A Member will, however, be entitled to receive interest on Optional Loans it makes to the Company pursuant to Section 4.5 below.

4.4. Additional Contributions.

4.4.1. Except as provided in this Section 4.4, no Member will be required to make any additional Capital Contributions.

4.4.2. The Members may be required to make additional Capital Contributions in accordance with the provisions of this Section 4.4 for the purposes of preserving or maintaining Company assets or of funding operating deficits of the Company. Any such assessment must be levied upon all Members in proportion to the number of Units held by each.

4.4.3. The Manager shall have the authority to assess upon the Members the requirement to make additional Capital Contributions. Upon a determination of an assessment, each Member shall be notified in writing of the amount of the additional Capital Contribution assessed per Unit. Each Member shall be required to contribute the assessed amount multiplied by the number of Units it owns within ten (10) days after the date of the notice.

4.4.4. If a Member fails to pay an assessed additional Capital Contribution when due, the Member will be required to pay interest on the unpaid balance. Interest will accrue on the unpaid balance from the date payment is due until fully paid at a rate which exceeds the Prime Rate by three percent (3%) per annum, compounded annually.

4.4.5. If a Member fails to pay an assessed additional Capital Contribution when due, the Company may (i) retain distributions to which the Member would otherwise be entitled, and such retained distributions shall be applied against the additional Capital Contribution due (including interest), and/or (ii) at the Manager's election, sell the Member's Units (the "**Sale Units**"). In either event, the Company may apply the retained distributions or the proceeds of sale to pay the unpaid assessment obligation together with any accrued interest. If the Company elects to sell a defaulting Member's Sale Units, the sale may be accomplished at either a public or private sale. The defaulting Member will bear all expenses of the sale. All interest of the defaulting Member in the Company will terminate upon any such sale. Each Member agrees that a private sale of such Sale Units upon ten (10) days' prior written notice sent only to existing Members will be a commercially reasonable sale. If the Manager cannot, in its judgment, sell the Sale Units in a transaction not involving a public offering, the Members may purchase the Sale Units at a price equal to fifty percent (50%) of the defaulting Member's Capital Account balance, if positive, and \$50 if negative. (Each Member may purchase that number of the Sale Units which is in the same proportion to the total Sale Units as the number of Units owned by the Member bears to the total number of Units owned by all Members who elect to purchase the Sale Units, or such other number of Sale Units as may be agreed upon among the Members exercising the purchase rights.) In the event of any sale of a Member's Units pursuant to this Section 4.4.4, the Company will be entitled to retain the amount of the unpaid assessment, plus interest accrued on the unpaid balance as provided in Section 4.4.4, and all costs of sale. Any excess of the price received for the Units over the amount which the Company is entitled to retain pursuant to the provisions of this Section 4.4.4 will be paid to the party which proves that it is entitled thereto. If the price received for Units is not sufficient to cover the amount which the Company is entitled to retain pursuant to the provisions of this Section 4.4.4, the defaulting Member will remain liable for the deficiency. The Company will be entitled to collect the deficiency, together with attorneys' fees and costs of collection, pursuant to the provisions of 4.4.6.

4.4.6. If the Manager elects not to sell the Units of a defaulting Member pursuant to the provisions of Section 4.4.4, or if the Manager elects to sell the Units, but the price received for the Units is not sufficient to satisfy all amounts to which the Company is entitled pursuant to the provisions of Section 4.4.4, the defaulting Member will remain liable for the entire unpaid balance of the assessment, plus interest accrued pursuant to Section 4.4.4 plus all costs of sale, if any, reduced by the price received for any Units that are sold. The Company will be entitled to collect any such amounts, together with attorneys' fees and costs of collection, from the defaulting Member.

4.5. Optional Loans by Members. If the Company requires funds in excess of any amounts the Manager determines can reasonably be raised by means of assessments of additional Capital Contributions pursuant to Section 4.4, the Manager, or any Member authorized in writing by the Manager, may advance to the Company as Optional Loans monies in excess of its required Capital Contributions. No such Optional Loan will result in an increase in the number of Units owned by the lending Member. The amount of any Optional Loan will not be credited to the lending Member's Capital Account. An Optional Loan will be an obligation of the Company to the lending Member and will be repaid to the lending Member before any amount may be distributed to any Member with respect to Units. Each Optional Loan will bear interest from and after the date of the loan advance at a rate equal to three percent (3%) per annum in excess of the Prime Rate. Interest on Optional Loans shall be payable without regard to the profits or losses of the Company and will be treated as a transaction with a Member other than in its capacity as a member of the Company pursuant to Section 707(a) of the Code. All Optional Loans will be

repayable solely from the Company's assets and represented by promissory notes executed by the Company.

4.6. Capital Accounts.

4.6.1. Accounts. The Company will establish on its books a Capital Account for each Member. Capital Accounts will be maintained in accordance with the provisions of this Agreement and the requirements of Section 1.704-1 of the Regulations.

4.6.2. Basic Capital Account Adjustments. A Member's Capital Account (1) *will be increased by* (A) the Member's Capital Contribution (including the fair market value of any property contributed to the Company, net of liabilities assumed by the Company and liabilities to which the contributed property is subject), and (B) the Member's distributive share of Company income and gains (or items thereof), including income or gains exempt from tax; and (2) *will be reduced by* (A) all distributions to the Member of cash or property (computed at the fair market value of any distributed property and net of liabilities assumed by the Member and liabilities to which the distributed property is subject), and (B) the Member's distributive share of Company expenses, losses, and deductions (or item thereof), including the Member's share of expenses which are not deductible in computing taxable income; and (3) *will be further adjusted* in certain circumstances as provided in Sections 4.6.3 and 4.6.4, or as otherwise may be necessary to satisfy the requirements of Section 1.704-1 of the Regulations.

4.6.3. Special Adjustment Upon Liquidation. If Company assets are distributed in kind to one or more Members as a result of the liquidation and winding up of the Company or the termination of a Member's interest in the Company, the Members' Capital Accounts will be adjusted to reflect the manner in which the unrealized gain or loss, or any other item of income or deduction inherent in the distributed property (that has not been reflected in the Capital Accounts previously) would be allocated among the Members if the Company sold the distributed property for its fair market value on the date of distribution.

4.6.4. Adjustments to Capital Accounts Where Book Value Differs from Adjusted Tax Basis. As provided in Section 4.6.2, a Member's Capital Account will be increased by the fair market value of any property the Member has contributed to the Company. In such case, an asset's Book Value may differ from its Adjusted Tax Basis, and the Capital Accounts of the Members will have been adjusted at the time of the contribution to reflect the Book Values of Company assets, rather than Adjusted Tax Basis. In those circumstances, in order to account for the differences between Book Values and Adjusted Tax Basis, the Members' Capital Accounts will be adjusted in accordance with Section 1.704-1(b)(2)(iv)(g) of the Regulations for subsequent allocations to the Members of Book Items of depreciation, depletion, amortization, and gain or loss, with respect to the contributed property. In all other cases, the Capital Account adjustments required by Section 4.6.2 will be made with reference to Tax Items. For these purposes, Book Items of depreciation and amortization with respect to Company property may be computed in accordance with any reasonable method selected by the Manager.

4.7. No Creditor or Third Party Rights. This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. No creditor or third party shall have any rights under this Agreement, or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise. No creditor of this Company, nor any creditor of any

Member, shall have any rights to enforce any obligations of the Members to make Capital Contributions to this Company.

ARTICLE 5. ALLOCATIONS; DISTRIBUTIONS

5.1. Allocations.

5.1.1. Determination of Profits and Losses. Except as otherwise stated, for purposes of this Agreement, Company "profits," "gains," and "losses" will include both Book Items (for purposes of certain Capital Account adjustments to be based on Book Items under the provisions of Section 4.6) and Tax Items (for purposes of determining the Members' distributive shares of taxable income, gain, or loss pursuant to Section 704 of the Code and the Regulations). Except where Tax Items differ from Book Items as provided in Section 4.6.4, all Tax Items and Book Items of profit, gain, or loss will be allocated in the same manner.

5.1.2. Allocation of Net Profits and Net Losses.

5.1.2.1. Generally. Except as otherwise provided in this Section 5.1, all profits and losses from Company operations and all other items of deduction, credit, preference and the like (both Book Items and Tax Items) will be allocated among the Members in proportion to their Percentage Interests.

5.1.2.2. Special Allocation of Tax Depreciation for Contributed or Revalued Property. If the Initial Book Value of a Company asset differs from its Adjusted Tax Basis because it was contributed to the Company at a time when its fair market value differed from its Adjusted Tax Basis, then Tax Items of income, gain, loss, and deduction will be allocated first among the Members so as to account for the variation between the Adjusted Tax Basis and the Initial Book Value of the asset at the time of contribution, in accordance with Section 704(c) of the Code and Paragraph (b)(2)(iv)(b) of Section 1.704-1 of the Regulations. Corresponding Book Items will nonetheless be allocated in accordance with Section 5.1.2.1 above.

5.1.3. Allocation of Income, Gain, or Loss Resulting from a Capital Transaction. All income, gain, or loss recognized by the Company as the result of an Interim Capital Transaction or a Terminating Capital Transaction will be allocated among the Members in the same manner as is provided for the allocation of net profits and net losses in Section 5.1.2. If a Capital Transaction involves Company assets having either Unrealized Appreciation or Unrealized Depreciation, the resultant Book Gain or Loss will be allocated as provided generally in this Section 5.1.3. However, Tax Gain or Loss recognized by the Company in any such Capital Transaction will be allocated as follows:

5.1.3.1. Gain. If gain results from a Capital Transaction involving an asset with respect to which there is Unrealized Appreciation, then Tax Gain will first be allocated entirely to the Contributing Member(s) in the manner contemplated by Section 704(c) of the Code and the corresponding Regulations, until an amount of Tax Gain has been allocated which is equal to the amount of the Unrealized Appreciation or until all Tax Gain is allocated, whichever occurs first. The Capital Account of a Contributing Member will not be adjusted in the manner provided in Section 4.6.2 with respect to the amount of Tax Gain so allocated. Any Tax Gain in excess of the amount of the Unrealized Appreciation, and any Tax Gain resulting from a Capital Transaction involving an asset with respect to which there is Unrealized Depreciation will be allocated in the same manner as Book Gain with respect to such asset is allocated pursuant to of this Section 5.1.3.

5.1.3.2. Loss. If loss results from a Capital Transaction involving an asset with respect to which there is Unrealized Depreciation, then Tax Loss will first be allocated entirely to the Contributing Member(s), in the manner contemplated by Section 704(c) of the Code and the corresponding Regulations, until an amount of Tax Loss has been allocated which is equal to the amount of such Unrealized Depreciation or until all Tax Loss is allocated, whichever occurs first. The Capital Accounts of the Contributing Member(s) will not be adjusted in the manner provided in Section 4.6.2 with respect to the amount of Tax Loss so allocated. Any Tax Loss in excess of the amount of Unrealized Depreciation and any Tax Loss resulting from a Capital Transaction involving an asset with respect to which there is Unrealized Appreciation will be allocated in the same manner as Book Loss is allocated pursuant to of this Section 5.1.3.

5.1.4. Limitation. The Loss allocated to each Member for any Company fiscal year pursuant to this Section 5.1 shall not exceed the maximum amount of Loss that can be so allocated without causing such Member to have a Deficit Capital Account at the end of the fiscal year.

5.1.5. Further Special Allocations. The following special allocations shall be made for any fiscal year of the Company in the following order:

5.1.5.1. Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain during any Company fiscal year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulation Sections 1.704-2(f) and 1.704-2(g)(2). The items to be so allocated, and the manner in which those items are to be allocated among the Members, shall be determined in accordance with Regulation Sections 1.704-2(f) and 1.704-2(g)(2). This Section 5.1.5.1 is intended to satisfy the minimum gain chargeback requirement in Regulation Section 1.704-2(f) and shall be interpreted and applied accordingly.

5.1.5.2. Member Minimum Gain Chargeback. If there is a net decrease in Member Minimum Gain during any Company fiscal year, each Member who has a share of that Member Minimum Gain, determined in accordance with Regulation Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain, determined in accordance with Regulation Sections 1.704-2(i)(4) and 1.704-2(i)(5). The items to be so allocated, and the manner in which those items are to be allocated among the Members, shall be determined in accordance with Regulation Sections 1.704-2(i)(4) and 1.704-2(g)(2). This Section 5.1.5.2 is intended to satisfy the minimum gain chargeback requirement in Regulation Section 1.704-2(i)(4) and shall be interpreted and applied accordingly.

5.1.5.3. Qualified Income Offset. In the event that any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to such Member in an amount and in a manner sufficient to eliminate as quickly as possible, to the extent required by Regulation Section 1.704-(1)(b)(2)(ii)(d), the Deficit Capital Account of the Member (which Deficit Capital Account shall be determined as if all other allocations provided for in this Agreement have been tentatively made as if this Section 5.1.5.3 were not in this Agreement).

5.1.5.4. Nonrecourse Deduction. Nonrecourse Deductions shall be allocated among the Members in accordance with their respective Percentage Interests.

5.1.5.5. Member Nonrecourse Deductions. Any Member Nonrecourse Deductions shall be specially allocated among the Members in accordance with Regulation Section 1.704-2(i).

5.1.6. Corrective Allocations.

5.1.6.1. Allocations to Achieve Economic Agreement. The allocations set forth in Section 5.1.5 are intended to comply with certain regulatory requirements under Code Section 704(b). The Members intend that, to the extent possible, all allocations made pursuant to such Sections will, over the term of the Company, be offset either with other allocations pursuant to Section 5.1.5 or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 5.1.6.1. Accordingly, the Members agree to make offsetting allocations of Company income, gain, loss or deduction under this Section 5.1.6.1 in whatever manner the Manager determines is appropriate, to the extent permitted by the Treasury Regulations, so that, after such offsetting special allocations are made, the Capital Accounts of the Members are, to the extent possible, equal to the Capital Accounts each would have if the provisions of Section 5.1.5 were not contained in this Agreement.

5.1.6.2. Waiver of Application of Minimum Gain Chargeback. The Members shall request from the Commissioner of the Internal Revenue Service a waiver, pursuant to Regulation Section 1.704-2(f)(4), of the minimum gain chargeback requirements of Regulation Section 1.704-2(f) if the application of such minimum gain chargeback requirement would cause a permanent distortion of the economic arrangement of the Members.

5.1.7. Certain Allocation Rules.

5.1.7.1. Any income recognized pursuant to Sections 1245 or 1250 of the Code, and any investment credit recapture recognized pursuant to Section 47 of the Code, or successor provisions then in effect, shall be allocated to the Members in the same proportions that the tax depreciation deductions and investment credits giving rise to such income or recapture were allocated to such Members and their respective predecessors in interest, if any.

5.1.7.2. The share of each Member in any allocation made to the Members shall be in the same ratio as the number of Units owned by that Member bears to the number of Units owned by all Members entitled to share in that allocation.

5.1.7.3. For the year during which an additional Member is admitted to the Company, the additional Member shall be allocated a share of the profits and losses which is calculated using either of the following methods, in the discretion of the Manager:

5.1.7.3.1. ratably on a daily basis with respect to the period that the additional Member is a Member of the Company; or

5.1.7.3.2. by dividing the Company fiscal year into two or more segments and allocating profits and losses in each segment among the persons who were Members during that segment.

Any allocation under this Section 5.1.7.3 must be consistent with the methods authorized by Section 706 of the Code and the corresponding Regulations. If neither of the methods described above is consistent with the methods authorized by Section 706 of the Code and the corresponding Regulations, the Manager may allocate profits and losses to the additional Member in any manner that is consistent with such methods.

5.1.7.4. In any year in which a Member sells, assigns, or transfers all or any portion of a Unit to any person who, during such year, is admitted as a substitute Member, the share of all profits and losses with respect to the transferred Unit will be divided between the assignor and the assignee on the basis of the number of days in the year before, and the number of days on and after, the execution by the assignee of this Agreement. The assignor and the assignee may, by agreement, make special provisions for the allocation of items of profit, gain, loss, deduction, or credit as may from time to time be permitted under the Code and for the distributions under this ARTICLE 5, but such provisions for allocations and distributions will bind the Company only after it has received notice from the assignor and assignee.

5.1.7.5. Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulation Section 1.752-3(a)(3), the Members' interests in the Company's profits shall be determined for each tax year by the Members in accordance with Regulation Section 1.752-3(a)(3).

5.1.7.6. The income, gains, losses, deductions and expenses of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gain, losses, deductions and expenses among the Members for computing their Capital Accounts, except that if such allocation is not permitted by the Code or other applicable law, the Company's subsequent income, gains, losses, deductions and expenses shall be allocated among the members so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

5.2. Distributions.

5.2.1. Net Cash Flow. At any time or times determined by the Manager, the Manager shall cause the Company to distribute all Net Cash Flow which the Manager determines to be available for distribution as follows:

5.2.1.1. First, to pay the interest due on any Optional Loans made by any of the Members to the Company pursuant to Section 4.5, prorata in accordance with the respective amounts of all Optional Loans.

5.2.1.2. Next, to repay the principal of any such Optional Loans, prorata in accordance with the respective amounts of all Optional Loans.

5.2.1.3. Then, to each Member pro rata in proportion to its Percentage Interest.

5.2.2. Distribution of Proceeds of a Capital Transaction. Sale or Financing Proceeds resulting from a Capital Transaction will be applied and distributed as provided in Sections 5.2.2.1 and 5.2.2.2 of this Section 5.2.2.

5.2.2.1. Interim Capital Transaction. Sale or Financing Proceeds resulting from an Interim Capital Transaction will be applied and distributed:

5.2.2.1.1. First, to repay all debts and liabilities of the Company then due other than Optional Loans.

5.2.2.1.2. Next, to pay any interest due on Optional Loans previously made by the Members to the Company pursuant to Section 4.5, prorata in accordance with the respective amounts of all Optional Loans.

5.2.2.1.3. Next, to repay the principal of any such Optional Loans, prorata in accordance with the respective amounts of all Optional Loans.

5.2.2.1.4. Next, to the Members having positive Capital Account balances to each such Member in the proportion that the positive Capital Account balance of the Member bears to the positive Capital Account balances of all such Members until all such Proceeds have been distributed or all Members' Capital Account balances have been reduced to zero, whichever occurs first.

5.2.2.1.5. Finally, the balance, if any, to each Member pro rata in accordance with its Percentage Interest.

5.2.2.2. Terminating Capital Transaction. After making the allocations of gain or loss required by Section 5.1 and the Members' Capital Accounts required by Section 4.6 and Section 1.704-1 of the Regulations, Sale or Financing Proceeds resulting from a Terminating Capital Transaction will be applied and distributed by the end of the taxable year in which the Company is liquidated, or if later, within 90 days of liquidation, as follows:

5.2.2.2.1. First, to repay all outstanding debts and liabilities of the Company other than Optional Loans.

5.2.2.2.2. Next, to pay the interest due on any Optional Loans previously made by the Members to the Company pursuant to Section 4.5, prorata in accordance with the respective amounts of all Optional Loans.

5.2.2.2.3. Next, to repay the principal of any such Optional Loans, prorata in accordance with the respective amounts of all Optional Loans.

5.2.2.2.4. Next, to set up any reserves which the Manager reasonably deems necessary for contingent, unmaturing, and unforeseen liabilities or obligations of the Company.

5.2.2.2.5. Next, to the Members having positive Capital Account balances to each such Member in the proportion that the positive Capital Account balance of the Member bears to the positive Capital Account balances of all such Members until all such Proceeds have been distributed or all Members' Capital Account balances have been reduced to zero, whichever occurs first.

5.2.2.2.6. Finally, remaining Proceeds will be distributed among the Members, to each pro rata in proportion to its Percentage Interest.

Any remaining reserves under Section 5.2.2.2.4 shall be distributed to the Members, at such time as the Manager determines their retention is no longer necessary, in the same manner as they would have been distributed had they not been retained.

ARTICLE 6. COMPANY EXPENSES; REIMBURSEMENT OF EXPENSES

6.1. Company Expenses. The Company will be responsible for the payment of all costs and expenses of the Company, whether such costs and expenses are paid to the Manager, one of its Affiliates, or to third parties. Company costs and expenses may include, but are not limited to:

6.1.1. All organizational expenses incurred in the formation of the Company and the selling of interests in the Company, and all expenses incurred in revising, amending, converting, modifying, or terminating the LLC Agreement.

6.1.2. All costs of personnel employed by the Company.

6.1.3. All costs of borrowed money, taxes and assessments on Company property, and other taxes applicable to the Company.

6.1.4. Legal, audit, accounting, brokerage, and other fees.

6.1.5. All amounts incurred on behalf of the Company, and any operating expenses of the Company.

6.1.6. The cost of insurance obtained in connection with the business of the Company.

6.1.7. Costs and expenses incurred in any litigation, including any examinations or audits by regulatory agencies.

6.2. Reimbursement. The Company will reimburse to any Manager all funds it reasonably advances to pay Company expenses.

ARTICLE 7. RIGHTS, POWERS, AND OBLIGATIONS OF THE MANAGER

7.1. Management of the Company. The Manager will have the exclusive right and power to manage, operate, and control the Company and to take all actions and make all decisions necessary or appropriate to carry on the business and affairs of the Company. In clarification and not in limitation of the foregoing, the Manager will have the power and authority, on behalf and in the name of the Company, to take all actions on behalf of the Company pursuant to Section 3.2 above.

7.2. Manager. All decisions made for and on behalf of the Company by the Manager will bind the Company and the Members. Except as expressly otherwise set forth elsewhere in this Agreement, the Manager (acting for and on behalf of the Company), in extension and not in limitation of the rights and powers given by this or other provisions of this Agreement, will, in its sole discretion, have the right, power, and authority in the management of the Company business to do any and all things necessary to carry out the purpose of the Company. No person dealing with the Manager will be required to determine the Manager's authority to execute any document

on behalf of the Company or make any undertaking on behalf of the Company, or to determine any facts or circumstances bearing upon the existence of such authority.

7.3. Transactions with Affiliates. At the discretion of the Manager, the Company may enter into transactions with Affiliates of the Manager or a Member if such transactions are on commercially reasonable terms. Regardless of the reasonableness of the terms, however, the Company may not lend any money to a Member or an Affiliate.

7.4. Delegation of Authority. The Manager may delegate all or any of its powers, rights, and obligations under this Agreement, and may employ or contract with any person, including any Affiliate of any Member, to carry out the business of the Company. Under supervision of the Manager, the person employed or contracted with may perform any acts or services for the Company that the Manager approves.

7.5. Other Activities. Any Manager and any Affiliate of any Manager may engage in or possess interests in other business ventures of any kind or description for its own account. In particular, and without limiting the general statement contained in the preceding sentence, a Manager or its Affiliates may serve as a manager, officer, director, member, owner, shareholder, or partner of other entities, even if the business of such other entities is in direct competition with the business of the Company. Neither the Company nor any of the Members will have any rights by virtue of this Agreement in or to such other business ventures or to the income or profits they generate.

7.6. Compensation. The Manager will not be entitled to receive from the Company compensation for the management services it renders as Manager.

7.7. Manager's Duty of Care. In carrying out its duties and exercising its powers under this Agreement, the Manager will be required to exercise reasonable skill, care, and business judgment. A Manager will be deemed to be exercising reasonable care and business judgment in relying on the advice of counsel or public accountants experienced in a particular matter, and will not be liable to the Company or any Member for any action taken or omitted on behalf of the Company in good faith and in reliance on any such advice.

7.8. Limitation of Liability. A Member or Manager shall not have personal liability to the Company or the Members or Managers for monetary damages for conduct as a Member or Manager, provided that such limitation shall not eliminate or limit the liability of a Member or Manager for acts or omissions that involve intentional misconduct or a knowing violation of law by the Member or Manager, for conduct of the Member or Manager violating the Act, or for any transaction from which the Member or Manager will personally receive a benefit in money, property, or services to which the Member or Manager is not legally entitled. A Member shall not be personally liable for monetary damages to the Company, its Members, or any other person for any statement, vote, decision, or failure to act regarding management or policy decisions by that Member (including acts by the President or any other officer), except as required by the Act.

7.9. Indemnification. The Company shall indemnify any Member or Manager from and against any judgments, settlements, penalties, fines or expenses incurred in a proceeding to which such Member or Manager is a party because he or she is, or was, a Member or a Manager, provided that no such indemnity shall indemnify a Member or a Manager from or on account of acts or omissions of the Member or Manager finally adjudged to be intentional misconduct or a knowing violation of law by the Member or Manager, conduct of the Member or Manager adjudged to be in violation of the Act, or any transaction with respect to which it was finally adjudged that

such Member or Manager received a benefit in money, property, or services to which such Member or Manager was not legally entitled. The Company shall indemnify any Member from and against any judgments, settlements, penalties, fines or expenses incurred in a proceeding to which an individual is a party because he or she is, or was, a Member (including as President or any other officer), except to the extent prohibited by the Act.

ARTICLE 8. RIGHTS AND OBLIGATIONS OF NON-MANAGER MEMBERS

8.1. Management of the Company. No Non-Manager Member, in its capacity as such, may take part in the management or control of the business of the Company or transact any business in the name of the Company. No Non-Manager Member, in its capacity as such, has the power or authority to bind the Company or to sign any agreement or document in the name of the Company. No Non-Manager Member, in its capacity as such, will have any power or authority with respect to the operation of the Company or its business.

8.2. Liability of Non-Manager Members. A Non-Manager Member will be liable for, and will have the duty to pay as and when due any additional Capital Contributions required pursuant to Section 4.4. Except for such Capital Contributions, a Non-Manager Member will not be required to make any further Capital Contributions or loans to the Company, and will not be personally liable for any obligations of the Company, except as may be required by the Act.

8.3. Other Activities. A Non-Manager Member may engage in or possess interests in other business ventures of any kind or description, independently or with others, whether or not any such venture is in direct competition with the business of the Company. Neither the Company nor any of the Members will have any rights as a result of this Agreement in or to such other business ventures or the income or profits derived from such ventures.

ARTICLE 9. ACCOUNTING; BOOKS AND RECORDS

9.1. Accounting. The Company will keep its accounting records, and will report for federal income tax purposes on the cash or accrual basis, as determined by the Manager. All decisions concerning accounting principles and elections, methods of depreciation or capital cost recovery, and working capital requirements, whether for book or tax purposes (such decisions may be different for each such purpose), will be made by the Manager. The Manager will have full authority to pay or contest any tax or assessment, as they deem to be in the best interest of the Company.

9.2. Fiscal Year. The fiscal year of the Company will be the calendar year.

9.3. Books and Records. During the term of the Company, the Manager will keep, or cause to be kept, records and books of the Company. All books and records of the Company required to be kept by the Act will be available for reasonable inspection and examination by the Members or their duly authorized representatives during ordinary business hours.

9.4. Tax Returns; Income Tax Information.

9.4.1. Tax Returns. The Manager will prepare, or cause to be prepared, all federal, state, and local income and other tax returns of the Company. The Manager will promptly furnish copies of the returns to any Member upon request.

9.4.2. Reports. The Manager will prepare and distribute, or cause to be prepared and distributed, to each Member, within seventy-five (75) days after the close of each taxable year of the Company, a report (including Form K-1) informing each Member of the Company's taxable income or loss for the preceding taxable year; the amount of each class of income, profit, loss, or deduction which is relevant to the reporting of Company items for federal income tax purposes; and the Member's distributive share of each class of income, gain, loss, or deduction.

9.5. Tax Elections. The Manager is authorized to cause the Company to make or revoke such elections for federal income tax purposes as it, in its sole discretion, deems necessary or advisable. The Manager's authority with respect to the making of tax elections specifically includes, but is not limited to, the authority to elect, pursuant to Section 754 of the Code (or corresponding provisions of succeeding law), to adjust the basis of Company assets if there has been a transfer of Units. Each Member agrees to furnish the Company, upon request, all information necessary to give effect to any such election.

9.6. Bank Accounts. The Company will maintain a separate bank account or accounts in the name of the Company to be used for the purposes of the Company. Funds deposited in the Company's account or accounts may be withdrawn as determined by the Manager.

9.7. Tax Matters Member. The person identified in the definitions is hereby designated as the "**Tax Matters Partner**" as such term is defined in Section 6231(a)(7) of the Code), and the "**partnership representative**" of the Company under Section 6223 of the Code (as modified by the Bipartisan Budget Act of 2015, as amended (and any comparable provisions of state or local tax law) (the "**BB Act**") (in either capacity, the "**Tax Matters Member**"). The Tax Matters Member shall have the responsibility and authority to exercise all functions provided for in the Code and the BB Act or in Regulations promulgated thereunder. The Tax Matters Member shall keep the Members fully informed of all tax matters and shall forward to the Members within fourteen (14) days of receipt any and all correspondence received by him from the Internal Revenue Service.

ARTICLE 10. TRANSFERS OF UNITS; WITHDRAWAL AND ADMISSION OF MEMBERS

10.1. Transfers of Units by Members; Withdrawal and Admission of Members.

10.1.1. Prohibition on Transfer. Except as otherwise provided in this Section 10.1, a Member may not in any way transfer or encumber any Units it owns. Any purported transfer or encumbrance not expressly permitted by and in compliance with the provisions of this Section 10.1 will be void and of no force or effect. If a Member is a corporation, partnership, limited liability company, or other entity, a transfer (whether individually or in the aggregate since the date of this Agreement) of more than forty-nine percent (49%) of the voting or beneficial interests in such entity shall constitute a transfer of Units requiring compliance with this Section.

10.1.2. Investment Purposes. Each Member represents and warrants to the Manager and to the Company that any Units it has acquired or will acquire in the future have been and will be acquired by such Member as principal for its own account, for investment purposes only, and not with a view to the resale or distribution of any of the Units.

10.1.3. Permitted Transfers without Refusal Rights. Subject to the conditions contained in Section 10.1.5, a Member may, with thirty (30) days' prior written notice to the Manager, transfer any or all of the Units it owns to any one or more persons or entities described below:

10.1.3.1. Any Member.

10.1.3.2. A transfer to any person or entity when the Manager has consented to such transfer in writing.

10.1.4. Other Transfers Subject to Refusal Rights. If a Member (a "**Transferring Member**") receives a bona fide third party offer ("**Third Party Offer**") from a person who is not described in Section 10.1.3 (the "**Purchaser**") to purchase some or all of the Transferring Member's Units and the Transferring Member wishes to sell such Units to the Purchaser, the Transferring Member must first offer to sell the Units to the other Members ("**Remaining Members**") on the same terms as the Third Party Offer. In such event, the Transferring Member must notify the Manager and each Remaining Member in writing of the Third Party Offer. The notice must include a copy of the Third Party Offer. The Remaining Members then shall have the right, for a period of thirty (30) days, to purchase, in the aggregate, all (but no lesser portion) of the Units which are the subject of the Third Party Offer. During that period, each Member may purchase, on the terms set forth in the Third Party Offer, that number of the offered Units which is in the same proportion to the total number of offered Units as the number of Units owned by the Member bears to the total number of Units owned by all Members exercising the refusal rights described in this Section, or such other number of Units as may be agreed upon among the Members exercising the refusal rights. To exercise the right of refusal, a Member must notify the Transferring Member of its election to that effect within thirty (30) days after receiving the Transferring Member's notice of the Third Party Offer, and must simultaneously send a copy of its notice of election to the Manager. Any Member that does not timely notify the Transferring Member of its election to exercise the refusal right described in this Section will be deemed to have elected to purchase none of the offered Units. If the Members, as a group, fail to timely exercise the right to purchase all, but no lesser portion, of the offered Units, then, subject to the conditions contained in Section 10.1.5, the Transferring Member shall have the right, for a period of sixty (60) days, to sell the offered Units to the Purchaser on the terms specified in the Transferring Member's initial notice to the Members of the Third Party Offer. The Transferring Member may not transfer any of the offered Units (i) after the sixty (60) day period, or (ii) to any person or entity other than the Purchaser, or (iii) on terms in any way different from those disclosed in the notice of the Third Party Offer, without first offering to sell the Units to the Members in accordance with the provisions of this Section 10.1.4.

10.1.5. Conditions Precedent to Any Transfer or Encumbrance. Notwithstanding any contrary provision contained in this Agreement, no Member may transfer or encumber any Units:

10.1.5.1. Without first notifying the Manager, in writing, thirty (30) days in advance of any proposed transfer or encumbrance;

10.1.5.2. If deemed necessary by the Manager, unless and until the Company has received an opinion of counsel for the Company, prepared at the Member's expense, stating that the proposed transfer or encumbrance will not cause the termination of the Company for federal income tax purposes; and

10.1.5.3. Unless and until the transferor has made all Capital Contributions required under this Agreement.

10.1.6. Effect of Transfer. If any purported transfer of a Member's Units does not comply with the various requirements and restrictions contained in this Section 10.1, it will be void

and of no force or effect. If any such purported transfer complies with the various requirements and restrictions contained in this Section 10.1, then effective on the date of the transfer, the transferor will cease to be a Member with respect to the transferred Units and, whether or not the transferee is admitted to the Company as a substitute Member pursuant to the provisions of Section 10.1.7, the transferee will be entitled to receive all future distributions to which the transferor would otherwise be entitled. The Manager will be entitled to treat the transferor as the record owner of the transferred Units until the effective date, and will incur no liability for distributions made in good faith to the transferor prior to the effective date. No such transfer will relieve the transferor of its existing obligations under this Agreement.

10.1.7. Substitute Members.

10.1.7.1. A transferee of a Member's Units will not be admitted to the Company as a substitute Member unless:

10.1.7.1.1. The transfer complies with all requirements of Section 10.1;

10.1.7.1.2. The transferor gives the transferee the right to be substituted in its place;

10.1.7.1.3. The Manager has consented in writing to the admission of the transferee as a substitute Member; and

10.1.7.1.4. The transferee has agreed in writing to be bound by all of the terms and conditions of this Agreement, and has paid all expenses of the Company incurred in connection with the transfer.

10.1.7.2. If the transferee of a Member's Units is at that time a Member with respect to other Units, the transferee shall automatically be a substitute Member with respect to the transferred Units.

10.1.7.3. Upon admission to the Company as a substitute Member, a transferee shall succeed to all rights and obligations of its transferor under this Agreement. If a transferee is not admitted as a substitute Member, then notwithstanding any other provision of this Agreement, the transferee shall be an Economic Interest Member.

10.1.8. Death, Incompetency of a Member. The death, legal incompetency, bankruptcy, insolvency, withdrawal, expulsion, dissolution, or other disability (a "**Dissociating Event**") of a Member (a "**Dissociating Member**") will not dissolve or terminate the Company; the Company shall continue without a dissolution. Upon any Dissociating Event, the estate, legal representative, guardian, or other successor to such Dissociating Member's interests will have all rights to receive distributions which otherwise would be made to the Dissociating Member, and will succeed to all obligations of such Dissociating Member under the terms of this Agreement. Subject to the terms and conditions of this Agreement, any such successor may be, but is not required to be, admitted to the Company as a substitute Member. If not admitted as a substitute Member, the successor shall be an Economic Interest Member.

10.1.9. No Resignation or Withdrawal. A Member may not resign or withdraw as a Member of the Company.

10.2. Transfers of Units by a Manager; Withdrawal and Admission of Manager.

10.2.1. Transfer of Units. Except as otherwise provided in this Section 10.2, a Manager may transfer or encumber its Units to the same extent and subject to the same restrictions and limitations as set forth in Section 10.1. If a Manager wishes to transfer or encumber some or all of its Units it must notify each other Member and Manager no less than thirty (30) days in advance of the proposed transfer or encumbrance. A Manager may not transfer or encumber any Units unless and until the Company has received an opinion of counsel for the Company, prepared at such Manager's expense, stating that the proposed transfer or encumbrance will not cause the termination of the Company for federal income tax purposes.

10.2.2. Events of Withdrawal of Manager. A Manager will cease to be a Manager of the Company if and when:

10.2.2.1. The Manager resigns as Manager of the Company as provided in Section 10.2.3;

10.2.2.2. The Manager is removed as Manager in accordance with the provisions of Section 10.2.4, or

10.2.2.3. The Manager dies, is declared incompetent, becomes insolvent or bankrupt, or is dissolved.

10.2.3. Resignation of Manager. A Manager may resign as a manager of the Company upon ninety (90) days' notice to the Company and to each Manager and Member. In any such event, the Manager may retain any or all of its Units. From and after the effective date of the Manager's resignation, it will be treated as a Non-Manager Member with respect to any Units it owns.

10.2.4. Removal of Manager. A Manager may be removed as manager of the Company either with or without cause by the affirmative vote of Members holding more than fifty percent (50%) of all Voting Units including any Voting Units held by such Manager. In the event of such removal, such Manager will not be relieved of any obligations or liabilities to the Company or to any of its Members resulting from events occurring prior to the date of removal. From and after the date of removal, such Manager will cease to be a Manager of the Company, and will be treated as a Non-Manager Member with respect to any Units it continues to hold.

10.2.5. Additional or Substitute Manager. If a Manager ceases to be manager of the Company for any of the reasons described in Section 10.2.2, and as a result the Company no longer has a Manager, and if the Company is continued pursuant to Section 10.2.6, then Members owning Units constituting, in the aggregate, more than fifty percent (50%) of the Voting Units may admit one or more persons or entities to the Company as successor Manager(s). At any other time, an additional Manager may be admitted to the Company as a manager only with the consent of each Manager and Members owning more than fifty percent (50%) of the Voting Units. In no event may any person or entity be designated an additional or successor Manager unless and until such person or entity has agreed in writing to be bound by the terms and conditions of this Agreement.

10.2.6. Continuation of Company. If a Manager ceases to be a manager of the Company for any of the reasons described in Section 10.2.2, this Company shall continue without a dissolution. If, as a result of the event which causes a Manager to cease to be a manager of

the Company, the Company no longer has a Manager, this Company shall continue without a dissolution, and the successor Manager(s) shall be determined pursuant to Section 10.2.5 above.

ARTICLE 11. DISSOLUTION, WINDING UP, AND TERMINATION

11.1. Events Causing Dissolution. The Company will be dissolved and its affairs will be wound up upon the happening of the first to occur of the following:

11.1.1. The dissolution of the Company by the decision of the Manager.

11.1.2. The entry of a decree of judicial dissolution pursuant to the Act.

11.2. Winding Up. Upon dissolution of the Company for any reason, the Manager or the Liquidator will have the authority and responsibility to wind up the affairs of the Company and to liquidate its assets.

11.2.1. Conduct Pending Liquidation. The Members will continue to share income, gains, expenses, losses, and all other items during the period of liquidation in the same proportion as before the dissolution. The Manager or the Liquidator will have the full right and unlimited discretion to determine the time, manner, and terms of any sale or sales of Company property pursuant to the liquidation. Pending the sales, the Manager or the Liquidator may continue to operate and otherwise deal with the assets of the Company.

11.2.2. Time for Liquidation. A reasonable time will be allowed for the orderly winding up of the business of the Company and the liquidation of its assets and the discharge of its liabilities to creditors so as to enable the Manager or the Liquidator to minimize the normal losses attendant upon a liquidation, having due regard to the activity and condition of the relevant markets for the Company properties and general financial and economic conditions.

11.2.3. Right of Member to Purchase. Any Member may be a purchaser of any properties of the Company upon liquidation of the Company's assets, including, without limitation, any liquidation conducted pursuant to a judicial dissolution or otherwise under judicial supervision; provided, however, that the purchase price and terms of sale must be fair and reasonable to the Company.

11.2.4. Cooperation. In the course of any such winding up, any signature required of a Member (or the trustee, receiver, estate, personal representative, surviving spouse, or successor of a deceased, incapacitated, or insolvent Member) for the transfer of title to any property, real or personal, which has previously been owned by the Company, will not be unreasonably withheld. If any Member, representative, surviving spouse, or successor unreasonably withholds its signature, then the Manager or the Liquidator may sign the Member's name.

11.2.5. Method of Liquidation; Distributions.

11.2.5.1. Method. The person having authority to wind up may liquidate the Company by either or both of the following methods:

11.2.5.1.1. Selling the Company's assets.

11.2.5.1.2. Distributing the Company's assets to the Members in kind, with each Member receiving an undivided interest in the Company's assets, subject to its liabilities, based upon the priority of distributions under Section 11.2.5.2.

11.2.5.2. Priority of Distribution. The proceeds of any dissolution or liquidation (after the payment of Company liabilities or reservation of amounts for that purpose), and/or any distribution in kind, will be applied and distributed in the order of priority (to the extent that such order of priority is consistent with the laws of the State) specified in Section 5.2.2.2 above, in satisfaction of the Member's interest in the Company.

11.2.5.3. In-Kind Distributions. If any assets are to be distributed in kind, rather than in cash, they will be distributed on the basis of fair market values, and the Members' respective Capital Accounts will be adjusted for the gain or loss that would have been recognized by them in accordance with Section 1.704-1 of the Regulations had such assets actually been sold at fair market value as of the date of distribution. If the Members cannot agree on the fair market values of the Company's assets for purposes of this Section 11.2.5.3, the matter will be submitted to arbitration in accordance with Section 13.12.

11.2.5.4. Dissolution. Upon completion of the liquidation, the Company will be deemed completely dissolved and terminated, and the person responsible for winding up will file in the office of the Department of State of the State of Florida a certificate of cancellation, as required by the Act.

11.3. Distribution Limited to Company Assets. Neither the Manager nor any other Member will be personally liable to any Member for any deficit in the Member's Capital Account or for the return of all or any part of the Capital Contributions or advances of the Member. Any such return shall be made solely from the Company assets.

11.4. Statement to Members. The person responsible for winding up shall furnish to each of the Members a statement, prepared at Company expense, which sets forth the assets and liabilities of the Company at the commencement of liquidation and an accounting with respect to the liquidation.

ARTICLE 12. VOTING RIGHTS OF MEMBERS

12.1. Voting on Amendments. This Agreement may not be amended in any respect which would (a) increase the liability, (b) increase the required Capital Contributions, or (c) adversely affect the rights or interests in the profits, losses, or distributions of this Company, of any Member, without the consent of each Member so affected. This Agreement may be amended in any other respect by the Manager.

12.2. Limitation on Voting Rights. Except as specifically provided in this Agreement, or as otherwise required under the Act, the Members shall have no right to vote on any Company matter.

ARTICLE 13. MISCELLANEOUS

13.1. Notice. Any notice, offer, acceptance, demand, request, consent, or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or made: (a) upon delivery, if personally delivered to a party; (b) on the date of dispatch, if by facsimile transmission to a party with confirmation of successful

transmission; (c) one (1) business day after deposit, if sent to a party by a nationally recognized courier service offering guaranteed overnight delivery; or (d) three (3) business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested addressed to a party. A communication will be deemed to be properly addressed if sent to the Company at the registered address specified in Section 2.3 or if sent to a Member or a Manager at the address shown for the Member or Manager on the books of the Company. The Company or any Member or Manager may at any time during the term of this Agreement change the address to which notices and other communications directed to it must be sent by providing written notice of a new address within the United States to the Company and the Manager in the manner required by this Section.

13.2. Governing Law. This Agreement will be construed and the rights, duties, and obligations of the parties will be determined in accordance with the laws of the State of Florida.

13.3. Successors and Assigns. This Agreement will bind and benefit the parties and their respective heirs, executors, legal representatives, and permitted successors and assigns.

13.4. Headings. Headings used in this Agreement have been included for convenience and ease of reference only and will not in any manner influence the construction or interpretation of any provision of this Agreement.

13.5. Entire Agreement. This Agreement represents the entire understanding of the parties with respect to its subject matter. There are no other prior or contemporaneous agreements, either written or oral, among the parties with respect to this subject.

13.6. Waiver. No right or obligation under this Agreement will be deemed to have been waived unless evidenced by a writing signed by the party against whom the waiver is asserted, or its duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance in any other instance, in any other respect, or at any other time.

13.7. Number and Gender. When required by the context, (a) the singular will include the plural and vice versa, (b) the masculine will include the feminine and neuter genders, and vice versa, and (c) the word "person" will include trust, corporation, firm, partnership, company, or other form of association or entity. If there is more than one Manager or Member, the term "Manager" or "Member" will refer to the plural, as appropriate.

13.8. Attorneys' Fees. If any litigation or other dispute resolution proceeding is commenced between parties to this Agreement to enforce or determine the rights or responsibilities of such parties, the prevailing party or parties in any such proceeding will be entitled to receive, in addition to such other relief as may be granted, its reasonable attorneys' fees, expenses, and costs incurred preparing for and participating in such proceeding.

13.9. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute a single agreement. Delivery of a facsimile or other copy of this Agreement has the same effect as delivery of an original.

13.10. Waiver of Action for Partition. For the term of the Company and for the period of the winding up of its business following dissolution, each party irrevocably waives any right it may have to maintain any action for partition with respect to any of the Company's assets.

13.11. Appraisal Rights. All Members expressly waive appraisal rights under Section 605.1006 of the Act, as amended and/or replaced.

13.12. Arbitration. Any dispute arising under or in connection with this Agreement will be settled by arbitration as set forth in this Section 13.12. No legal right of action may arise out of any such dispute until arbitration has been completed. Each party, however, will have full access to the courts to compel compliance with these arbitration provisions, to enforce an arbitration award or to seek injunctive relief, whether or not arbitration is available or under way. The arbitration will take place pursuant to the applicable rules and procedures set forth in the Revised Florida Arbitration Code with a single arbitrator. Subject to the provisions of Section 13.8, in any arbitration each party will pay its own costs, witness fees, and attorneys' fees. The fees charged by the arbitrator and the costs of the proceeding shall be borne equally.

[Signatures on following page]

B

Virginia State Corporation
Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, October 3, 2018

This certificate of registration to transact business in Virginia is this day issued for

SP FAIRFAX CAMBRIDGE LLC

a limited liability company organized under the laws of FLORIDA and the said company is authorized to transact business in Virginia, subject to all Virginia laws applicable to the company and its business.



State Corporation Commission

Attest:

Joel H. Pesh
Clerk of the Commission

C

Principal's Previous
Participation Certification
(MANDATORY)



Previous Participation Certification

Development Name:

Fairfax Village Apartments - Radford, VA

Name of Applicant (entity):

SP Fairfax Cambridge LLC

I hereby certify that:

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

Previous Participation Certification, cont'd

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

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

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

Signature 

by SP Fairfax Cambridge Manager LLC by J. David Page, Manager

Printed Name

1/21/2019

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

D

List of LIHTC Developments

(Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Fairfax Village Apartments
 Name of Applicant: SP Fairfax Cambridge LLC
 Controlling General Partner or Managing Member: J. David Page

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

J. David Page

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

Principal's Name:

#	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Casa del Sol Sunnyside, WA	Sunnyside LP/253-460-3000	N	26	26	1/21/2002	Issued 2003	N
2	Hale Hoaloa Hilo, HI	GP Hoaloa LP/253-460-3000	N	81	81	1/31/2002	Issued 2004	N
3	University Commons University City, MO	SY University Commons Investors/816-561-4240	Y	133	133	5/1/2002	Issued 2003	N
4	Brookstone Spokane, WA	PG Conifer Housing LP/253-460-3000	N	82	82	5/24/2002	Issued 2002	N
5	Corridor Centralia, WA	Corridor Housing LP/253-460-3000	N	21	21	10/28/2002	Issued 2003	N
6	Ike Sims Chicago, IL	Ike Sims Preservation Partners LP	Y	200	200	10/31/2002	Issued 2003	N
7	Maple Street Wenatchee, WA	VBC Maple Street LP/253-460-3000	N	26	26	3/18/2003	Issued 2004	N
8	Lakeland Pointe II Apts. Moses Lake, WA	PG Lakeland JI LP/253-460-3000	N	26	26	6/25/2003	Issued 2004	N
9	Highland Park Topeka, KS	SY Highland Investors LP/816-561-4240	Y	200	200	7/1/2003	Issued 2004	N
10	Baltic Atlantic City, NJ	SP Baltic LP/727-669-3660	Y	169	169	10/31/2003	Issued 2004	N
11	Vineyard Mattawa, WA	VBC Mattawa Housing LP/253-460-3000	N	36	36	12/18/2003	Issued 2004	N
12	Third Avenue Quincy, WA	VBC Quincy Housing LP/253-460-3000	N	26	26	1/30/2004	Issued 2005	N
13	Southcreek Centralia, WA	VBC Centralia Housing LP/253-460-3000	N	52	52	2/27/2004	Issued 2005	N
14	Columbia Square Columbia, MO	SY Columbia Square Investors/816-561-4240	Y	128	128	3/1/2004	Issued 2004	N
15	Sunset Townhomes Newton, KS	SY Sunsel Investors LP/816-561-4240	Y	50	50	7/31/2004	Issued 2005	N
16	Timuquana Jacksonville, FL	SP Timuquana LP/727-669-3660	Y	100	100	12/16/2004	Issued 2005	N
17	Sunridge Townhomes Sunnyside, WA	VBC Sunridge LP/253-460-3000	N	21	21	12/28/2004	Issued 2005	N
18	Autumn House Marysville, MO	SP-Y Autumn House LP/816-561-4240	Y	50	50	12/31/2004	Issued 2004	N
19	Overbrook Meriam, KS	SP-Y Overbrook Investors/816-561-4240	Y	70	70	12/31/2004	Issued 2005	N
20	Jefferson Manor Kansas City, MO	SY Jefferson Manor LP/816-561-4240	Y	87	87	12/31/2004	Issued 2004	N
21	Old Oak Tree Independence, MO	SY Old Oak Tree Investors/816-561-4240	Y	126	126	12/31/2004	Issued 2005	N
22	Congress Park II Washington, D.C.	S.E. Washington Developers LP	Y	214	214	4/30/2005	Issued 2005	N
23	Parkview Quincy, WA	VBC Parkview Housing LP/253-460-3000	N	26	26	6/10/2005	Issued 2006	N
24	Claudell Lane Phase I Columbia, MO	SY Claudell Lone Phase II/816-561-4240	Y	20	20	9/1/2005	Issued 2006	N
25	Wescott Sunnyside, WA	VBC Wescott LP/253-460-3000	N	26	26	9/29/2005	Issued 2006	N
26	Chaparral Apts. II Moses lake, WA	VBC Chaparral II LP/253-460-3000	N	26	26	10/27/2005	Issued 2006	N
27	Bridgeport Kansas City, MO	SY Bridgeport Investors LP/816-561-4240	Y	232	232	10/30/2005	Issued 2005	N
28	New York Avenue Atlantic City, NJ	SP New York Avenue Urban Renew LP	Y	150	150	12/15/2005	Issued 2006	N
29	Place One Richmond, VA	SP Place One LP/727-669-3660	Y	114	114	12/20/2005	Issued 2006	N
30	Landmark Tower Liberty, MO	SY Landmark Investors LP/816-561-4240	Y	64	65	12/31/2005	Issued 2006	N
31	Lakewood Apts. Columbia, MO	SY Lakewood Investors LP/816-561-4240	Y	100	100	3/1/2006	Issued 2007	N
32	Chestnut Court Yakima, WA	VBC Chestnut Court LP/253-460-3000	N	26	26	3/13/2006	Issued 2007	N
33	Tower Sioux Falls, SD	VB Tower LP/253-460-3000	N	47	47	6/1/2006	Issued 2006	N
34	Overland Park Overland Park, KS	SP-Y Overland Park LP/816-561-4240	Y	60	60	6/1/2006	Issued 2007	N
35	Falls Terrace Sioux Falls, SD	VB Falls Terrace LP/253-460-3000	N	62	62	8/14/2006	Issued 2007	N
36	East Ridge Yakima, WA	VBC Eastridge LP/253-460-3000	N	26	26	10/9/2006	Issued 2007	N
37	Orchard Heights Tacoma, WA	VBC Orchard Heights LP/253-460-3000	N	26	26	12/22/2006	Issued 2007	N
38	Claudell Lane Phase II Columbia, MO	SY Claudell Lone Phase II/816-561-4240	Y	20	20	12/31/2006	Issued 2006	N
39	Hampton Ridge Jacksonville, FL	SP Hartwood LP/727-669-3660	Y	110	110	12/31/2006	Issued 2008	N
40	Crownpointe Olympia, WA	VBC Crownpointe LP/253-460-3000	N	160	160	12/31/2006	Issued 2007	N
41	Hilltop Apts. Wenatchee, WA	VBC Hilltop Housing LP/253-460-3000	N	26	26	6/27/2007	Issued 2007	N
42	Southcreek JI Centralia, WA	VBC Cooks Hill LP/253-460-3000	N	52	52	8/31/2007	Issued 2008	N
43	Vizcaya Santo Mario, CA	VBC Vizcaya LP/253-460-3000	Y	236	236	10/1/2007	Issued 2008	N
44	Terreview Pullman, WA	VBC Terre View LP/253-460-3000	N	26	26	10/24/2007	Issued 2008	N
45	Orchard West Tacoma, WA	VBC Orchard West LP/253-460-3000	N	26	26	12/20/2007	Issued 2008	N

* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6. 1st PAGE TOTAL: 3,585 3,586 100% LIHTC as % of Total Units

Previous Participation Certification continued

Development Name: Fairfax Village

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	SP Fair	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Rapid Creek Rapid City, SD	VB Rapid Creek LP/253-460-300	N	54	54	12/20/2007	Issued 2008	N
47	Evergreen Tampa, FL	DP Evergreen Manor LP	Y	40	40	12/31/2007	Issued 2008	N
48	Lexington Lexington, MO	Lexington Gardens LP/816-561-4240	Y	48	48	12/31/2007	Issued 2008	N
49	Pinewood Pointe Jacksonville, FL	SP Pinewood LP/727-669-3660	Y	136	136	12/31/2007	Issued 2008	N
50	Falls Park Apts. Sioux Falls, SD	VB Falls Park LP/253-460-3000	N	74	74	8/26/2008	Issued 2009	N
51	Crestview Terrace Ellensburg, WA	VBC Crestview Terrace LP/253-460-3000	N	168	168	12/3/2008	Issued 2009	N
52	Palm Gordens Lake Worth, FL	SP Palm Gorden LP/727-669-3660	Y	80	80	12/31/2008	Issued 2009	N
53	Gadsden Arms Quincy, FL	SP Gadsden Preservation Partners LP	Y	100	100	12/31/2008	Issued 2009	N
54	La Vista Oaks Tampa, FL	SP St. James LP/727-669-3660	Y	124	124	12/31/2008	Issued 2009	N
55	Henderson Court Bloomington, IN	SY Henderson Court Investors	Y	150	150	12/31/2008	Issued 2009	N
56	Jefferson Lakes I Baton Rouge, LA	SP Jefferson lakes I LP/727-669-3660	Y	296	296	12/31/2008	Issued 2009	N
57	Locust Manor Jamaica, NY	LMSR LP/727-669-3660	Y	58	58	2/26/2009	Issued 2009	N
58	Westminster Oaks Springfield, VA	SP Springfield LP	Y	50	50	12/23/2009	Issued 2011	N
59	Highland Palms Avon Park, FL	SP Highlands LP	Y	52	52	2/1/2010	Issued 2010	N
60	City Place Sr Living St. Petersburg, FL	SP Burlington Senior LP	Y	82	82	8/31/2010	Issued 2011	N
61	Spruce Street Apts Yakima, WA	VBC Spruce Street LP	N	26	26	10/7/2010	Issued 2011	N
62	Viola I Yakima, WA	VBC Viola Limited Partnership	N	26	26	2/12/2011	Issued 2011	N
63	Silver Oaks Tampa, FL	SP Johnson Kenneth LP	Y	200	200	4/1/2011	Issued 2013	N
64	Crossroads Orlando, FL	SP Crossroads LP	Y	94	94	6/1/2011	Issued 2012	N
65	BCC Miami, FL	SP BCC LP	Y	104	104	12/8/2011	Issued 2013	N
66	Hilltop Village Jacksonville, FL	SP Hilltop Village LP	Y	200	200	1/1/2012	Issued 2013	N
67	North Lake Apartments North Sioux City, SD	VB Northlake LP	N	40	40	4/12/2012	Issued 2013	N
68	University Plaza Jacksonville, FL	SP University LP	Y	120	120	11/14/2012	Issued 2013	N
69	Spruce Street II Apts Yakima, WA	VBC Spruce Street II LP	N	36	36	7/25/2012	Issued 2013	N
70	Foxwood Apts Panama City, FL	Foxwood Acquisition Partners LP	Y	100	100	6/27/2013	Issued 2014	N
71	Sunrise Apts Tallahassee, FL	SP Sunrise LP	Y	99	99	10/22/2013	Issued 2014	N
72	Pine Creek Village Ft. Pierce, FL	SP Pine Creek Village LP	Y	107	107	11/1/2013	Issued 2015	N
73	Broward Gardens Ft. Lauderdale, FL	SP Broward Gardens LP	Y	96	96	11/6/2013	Issued 2015	N
74	Central Court Tampa, FL	SP Central Court 2012 LP	N	68	68	11/20/2013	Issued 2014	N
75	Friendship Village Kansas City, MO	SY Friendship Village Investors, LP	N	145	145	5/1/2014	Issued 2015	N
76	Palms West West Palm Beach, Fl	SP West Palm LP	Y	290	290	1/12/2015	Issued 2015	N
77	Mason Ave Apartments Tacoma, WA	VBC Mason Avenue III Limited Partnership	N	105	105	11/11/2015	Issues 2016	N
78	Orangewood Village Ft. Pierce, FL	Orange Apartments LLC	Y	60	60	3/31/2016	Issued 2017	N
79	Cumberland Oaks St. Marys, GA	SP Cumberland LLC	Y	154	154	12/31/2016	Issued 2019	N
80	Berkley Pointe Ocala, FL	SP SM Apartments LLC	Y	160	160	5/20/2017	8/27/2018	N
81	Wedgewood Apartments Palm Beach, FL	SP Preservation II LLC	Y	80	80	6/30/2017	N/A	N
82	Hampton Villa Jacksonville, FL	SP HV Apartments LLC	Y	60	60	9/30/2016	Issued 2018	N
83	Timberwood Trace Jacksonville, FL	SP TT Apartments LLC	Y	224	224	2/30/2017	Issued 2018	N
84	Hickory Knoll Ocala, FL	SP HK Apartments LLC	Y	96	96	10/20/2017	N/A	N
85	Columbus Court Tampa, Fl	SP CC Apartments LLC	Y	160	160	10/31/2017	N/A	N
86	Kaneohe Elderly Kaneohe, HI	Kaneohe Meli Partnership LP/253-460-3000	N	43	43	11/23/2016	Issued 2017	N
87	River Pauahi Honolulu, HI	River Pauahi Partners LP/253-460-300	N	49	49	7/31/2017	Issued 2018	N
88	Waipahu Hall Waipahu, HI	PF Waipahu LLC/253-460-3000	N	72	72	9/19/2019	Issued 2018	N
89	Garden Trail Clearwater, FL	Garden Trail Apartments 2013 LLC	Y	76	76	10/31/2016	Issued 2018	N
90	Seminole Gardens Sanford, FL	SP SG Apartments LLC	Y	108	108	12/31/2017	N/A	N
91	Majestic Oaks Gainesville, FL	SP MO Apartments LLC	Y	172	172	4/31/2017	N/A	N
92	400 Apartments Gainesville, FL	GE4 Apartments, LLC	Y	101	101	2/18/2015	Issued 2017	N
93	Brookside Village Ft. Myers, FL	SP BV Apartments LLC	Y	50	50	9/25/2015	Issued 2017	N
94	Caravel Arms Lauderdale Lake, FL	SP Caravel Apartments LLC	Y	110	110	2/20/2015	Issued 2016	N
95	Clearwater Apts Clearwater, FL	SP Clearwater Apartments LLC	Y	90	90	8/27/2014	Issued 2017	N
96	Georgia Arms Sanford, FL	SP GA Apartments LLC	Y	90	90	4/30/2015	Issued 2016	N
97	Hampton Ridge Jacksonville, FL	SP Hartwood LP	Y	110	110	6/6/2006	Issued 2008	N
98	Jackson Heights Tampa, FL	SP JH Apartments LLC	Y	111	111	2/12/2015	Issued 2016	N
99	Lincoln Fields Miami, FL	SP Lincoln Fields LP	Y	213	213	10/21/2011	Issued 2013	N
100	Parkside Commons Pinellas Park, FL	SP Parkside Commons LLC	Y	60	60	11/25/2015	Issued 2017	N

2nd PAGE TOTAL: 5,817 5,817

GRAND TOTAL: 9,402 9,403

100% LIHTC as % of Total Unit

Previous Participation Certification continued

Development Name: Fairfax Village

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	SP Fairf	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
101	Pinewood Apartments Athens, GA	SP Pinewood LP	Y	90	90	6/15/2007	Issued 2008	N
102	Stevens Duval Jacksonville, FL	SP SD Apartments LLC	Y	52	52	9/15/2015	Issued 2017	N
103	Sunrise Place Tallahassee, FL	SP Sunrise LP	Y	99	99	4/24/2013	Issued 2014	N
104	The Crossings at Indian Run Stuart, FL	SP Crossings LLC	Y	344	344	11/21/2014	Issued 2016	N
105	Oak Trace Tacoma, WA	VBT Oak Trace LP/253-460-3000	N	60	59	6/30/2017	Issued 2018	N
106	Rivard Central Yakima, WA	VBT Rivard Central LP/253-460-3000	N	64	62	10/29/2014	Issued 2015	N
107	Harbour Court Haines City, FL	SP HC Apartments LLC	Y	64	64	1/29/2016	Issued 2017	N
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2nd PAGE TOTAL: 773 770

GRAND TOTAL: 10,175 10,173

100% LIHTC as % of Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Fairfax Village Apartments
 Name of Applicant: SP Fairfax Cambridge LLC
 Controlling General Partner or Managing Member: J. David Page

INSTRUCTIONS:

- 1 A Schedule A is required for **every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Steve Page

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

Principal's Name:

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Brookstone Spokane, WA	PG Conifer Housing LP/253-460-3000	Y	82	82	5/24/2002	Issued 2002	N
2	Casa del Sol Sunnyside, WA	Sunnyside LP/253-460-3000	Y	26	26	1/21/2002	Issued 2003	N
3	Central Court Tampa, FL	SP Central Court 2012 LP	Y	68	68	11/20/2013	Issued 2014	N
4	Chaparral Apts. II Moses lake, WA	VBC Chaparral II LP/253-460-3000	Y	26	26	10/27/2005	Issued 2006	N
5	Chaparral Apts. Moses Lake, WA	Chaparral Housing LP/253-460-3000	Y	26	26	2/11/2000	Issued 2001	N
6	Chehalis Valley Chehalis, WA	Chehalis Valley Housing LP/253-460-3000	Y	26	26	2/24/1999	Issued 2000	N
7	Chestnut Court Yakima, WA	VBC Chestnut Court LP/253-460-3000	Y	26	26	3/13/2006	Issued 2007	N
8	Clarkston Gardens Clarkston, WA	Clarksia Development LP/253-460-3000	Y	26	26	5/31/1996	Issued 1997	N
9	Clarkston Manor Clarkston, WA	Fair Street Associates LP/253-460-3000	Y	12	12	8/5/1998	Issued 1999	N
10	Colorado Apts. East Wenatchee, WA	Eastern Plains Housing LP/253-460-3000	Y	26	26	5/21/1996	Issued 1999	N
11	Comerstone Apls. Yakima, WA	Comerstone Residence LP/253-460-3000	Y	121	121	12/24/1994	Issued 1995	N
12	Corridor Centralia, WA	Corridor Housing LP/253-460-3000	Y	21	21	10/28/2002	Issued 2003	N
13	Cottonwood Glen Clarkston, WA	Cranston Housing LP/253-460-3000	Y	20	20	2/12/1999	Issued 2000	N
14	Creekside Shelton, WA	Creekside LP/253-460-3000	Y	18	18	6/30/1999	Issued 2000	N
15	Crestview Terrace Ellensburg, WA	VBC Crestview Terrace LP/253-460-3000	Y	168	168	12/3/2008	Issued 2009	N
16	Crownpointe Olympia, WA	YBC Crownpointe LP/253-460-3000	Y	160	160	12/31/2006	Issued 2007	N
17	Cumberland Oaks St. Marys, GA	SP Cumberland LLC	N	154	154	12/31/2016	Issued 2019	N
18	East Ridge Yakima, WA	YBC Eastridge LP/253-460-3000	Y	26	26	10/9/2006	Issued 2007	N
19	East Village Omak, WA	PG East Prairie LP/253-460-3000	Y	26	26	5/25/2001	Issued 2002	N
20	Fair Street Clarkston, WA	Eastern Desert Housing LP/253-460-3000	Y	26	26	1/20/1997	Issued 1998	N
21	Falls Park Apts. Sioux Falls, SD	VB Falls Park LP/253-460-3000	Y	74	74	8/26/2008	Issued 2009	N
22	Falls Terrace Sioux Falls, SD	VB Falls Terrace LP/253-460-3000	Y	62	62	8/14/2006	Issued 2007	N
23	Garden Trail Clearwater, FL	Garden Trail Apartments 2013 LLC	N	76	76	10/31/2016	Issued 2018	N
24	Hampton Ridge Jacksonville, FL	SP Hartwood LP/727-669-3660	N	110	110	12/31/2006	Issued 2008	N
25	Hickory Knoll Ocala, FL	SP HK Apartments LLC	N	96	96	10/20/2017	N/A	N
26	Hilltop Apts. Wenatchee, WA	YBC Hilltop Housing LP/253-460-3000	Y	26	26	6/27/2007	Issued 2007	N
27	Jefferson Lakes I Baton Rouge, LA	SP Jefferson lakes I LP/727-669-3660	N	296	296	12/31/2008	Issued 2009	N
28	Kaneohe Elderly Kaneohe, HI	Kaneohe Meli Partnership LP/253-460-3000	Y	43	43	11/23/2016	Issued 2017	N
29	Kaneohe Elderly Kaneohe, HI	GP Kaneohe Elderly/253-460-3000	Y	44	44	12/1/1999	Issued 2003	N
30	Lakeland Pointe Apts. Moses lake, WA	Lakeland Pointe LP/253-460-3000	Y	26	26	4/29/1999	Issued 2000	N
31	Lakeland Pointe II Apts. Moses Lake, WA	PG Lakeland II LP/253-460-3000	Y	26	26	6/25/2003	Issued 2004	N
32	Majestic Oaks Gainesville, FL	SP MO Apartments LLC	N	172	172	4/31/2017	N/A	N
33	Maple Street Wenatchee, WA	VBC Maple Street LP/253-460-3000	Y	26	26	3/18/2003	Issued 2004	N
34	Mason Ave Apartments Tacoma, WA	VBC Mason Avenue III Limited Partnership	Y	105	105	11/11/2015	Issues 2016	N
35	Moses Lake Meadows Moses Lake, WA	Moses Lake Meadows LP/253-460-3000	Y	26	26	1/20/1998	Issued 1999	N
36	North Lake Apartments North Sioux City, SD	VB Northlake LP	Y	40	40	4/12/2012	Issued 2013	N
37	North Rive Apts. Wenatchee, WA	North River Apartments LP/253-460-3000	Y	26	26	6/1/1998	Issued 1999	N
38	Oak Trace Tacoma, WA	VBT Oak Trace LP/253-460-3000	N	60	59	6/30/2017	Issued 2018	N
39	Orchard Heights Tacoma, WA	VBC Orchard Heights LP/253-460-3000	Y	26	26	12/22/2006	Issued 2007	N
40	Orchard West Tacoma, WA	VBC Orchard West LP/253-460-3000	Y	26	26	12/20/2007	Issued 2008	N
41	Palms West West Palm Beach, FL	SP West Palm LP	N	290	290	1/12/2015	Issued 2015	N
42	Palouse Trace Apts. Pullman, WA	East Wenatchee II LP/253-460-3000	Y	51	51	2/9/1998	Issued 1999	N
43	Parkview Quincy, WA	VBC Parkview Housing LP/253-460-3000	Y	26	26	6/10/2005	Issued 2006	N
44	Pinecrest Apts. Pasco, WA	Kamlaken Housing LP/253-460-3000	Y	54	54	1/1/2001	Issued 2002	N
45	Pioneer Park Apls. Connell, WA	Pioneer Park LP/253-460-3000	Y	51	51	8/29/1996	Issued 1997	N

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

1st PAGE TOTAL: 2,942 2,941 100% LIHTC as % of Total Units

Previous Participation Certification continued

Development Name: Fairfax Village

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	: SP Fair	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Rapid Creek Rapid City, SD	VB Rapid Creek LP/253-460-300	Y	54	54	12/20/2007	Issued 2008	N
47	Rivard Central Yakima, WA	VBT Rivard Central LP/253-460-3000	N	64	62	10/29/2014	Issued 2015	N
48	River Pauahi Honolulu, HI	River Pauahi Partners LP/253-460-300	Y	49	49	7/31/2017	Issued 2018	N
49	Seminole Gardens Sanford, FL	SP SG Apartments LLC	N	108	108	12/31/2017	N/A	N
50	Southcreek Centralia, WA	VBC Centralia Housing LP/253-460-3000	Y	52	52	2/27/2004	Issued 2005	N
51	Southcreek JI Centralia, WA	VBC Cooks Hill LP/253-460-3000	Y	52	52	8/31/2007	Issued 2008	N
52	Spruce Street II Apts Yakima, WA	VBC Spruce Street II LP	Y	36	36	7/25/2012	Issued 2013	N
53	Spruce Street Apts Yakima, WA	VBC Spruce Street LP	Y	26	26	10/7/2010	Issued 2011	N
54	Steinbeck Commons Salina, CA	GP Steinbeck LP/253-460-3000	Y	100	100	4/1/2000	Issued 2002	N
55	Sunridge Townhomes Sunnyside, WA	VBC Sunridge LP/253-460-3000	Y	21	21	12/28/2004	Issued 2005	N
56	Terreview Pullman, WA	VBC Terre View LP/253-460-3000	Y	26	26	10/24/2007	Issued 2008	N
57	Third Avenue Quincy, WA	VBC Quincy Housing LP/253-460-3000	Y	26	26	1/30/2004	Issued 2005	N
58	Tower Sioux Falls, SD	VB Tower LP/253-460-3000	Y	47	47	6/1/2006	Issued 2006	N
59	Vineyard Mattawa, WA	VBC Mattawa Housing LP/253-460-3000	Y	36	36	12/18/2003	Issued 2004	N
60	Viola I Yakima, WA	VBC Viola Limited Partnership	Y	26	26	2/12/2011	Issued 2011	N
61	Wedgewood Apartments Palm Beach, FL	SP Preservation II LLC	N	80	80	6/30/2017	N/A	N
62	Wescott Sunnyside, WA	VBC Wescott LP/253-460-3000	Y	26	26	9/29/2005	Issued 2006	N
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2nd PAGE TOTAL: 829 827

GRAND TOTAL: 3,771 3,768

100% LIHTC as % of Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Fairfax Village Apartments
 Name of Applicant: SP Fairfax Cambridge LLC
 Controlling General Partner or Managing Member: J. David Page

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"	Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*	
								Y	N
1 Brookstone Spokane, WA	PG Conifer Housing LP/253-460-3000	Y	82	82	5/24/2002	Issued 2002	N	Paul Page	
2 Casa del Sol Sunnyside, WA	Sunnyside LP/253-460-3000	Y	26	26	1/21/2002	Issued 2003	N		
3 Central Court Tampa, FL	SP Central Court 2012 LP	Y	68	68	11/20/2013	Issued 2014	N		
4 Chaparral Apts. II Moses lake, WA	VBC Chaparral II LP/253-460-3000	Y	26	26	10/27/2005	Issued 2006	N		
5 Chaparral Apts. Moses Lake, WA	Chaparral Housing LP/253-460-3000	Y	26	26	2/11/2000	Issued 2001	N		
6 Chehalis Valley Chehalis, WA	Chehalis Valley Housing LP/253-460-3000	Y	26	26	2/24/1999	Issued 2000	N		
7 Chestnut Court Yakima, WA	VBC Chestnut Court LP/253-460-3000	Y	26	26	3/13/2006	Issued 2007	N		
8 Clarkston Gardens Clarkston, WA	Clarksia Development LP/253-460-3000	Y	26	26	5/31/1996	Issued 1997	N		
9 Clarkston Manor Clarkston, WA	Fair Street Associates LP/253-460-3000	Y	12	12	8/5/1998	Issued 1999	N		
10 Colorado Apts. East Wenatchee, WA	Eastern Plains Housing LP/253-460-3000	Y	26	26	5/21/1996	Issued 1999	N		
11 Cornerstone Apls. Yakima, WA	Cornerstone Residence LP/253-460-3000	Y	121	121	12/24/1994	Issued 1995	N		
12 Corridor Centralia, WA	Corridor Housing LP/253-460-3000	Y	21	21	10/28/2002	Issued 2003	N		
13 Cottonwood Glen Clarkston, WA	Cranston Housing LP/253-460-3000	Y	20	20	2/12/1999	Issued 2000	N		
14 Creekside Shelton, WA	Creekside LP/253-460-3000	Y	18	18	6/30/1999	Issued 2000	N		
15 Crestview Terrace Ellensburg, WA	VBC Crestview Terrace LP/253-460-3000	Y	168	168	12/3/2008	Issued 2009	N		
16 Crownpointe Olympia, WA	YBC Crownpointe LP/253-460-3000	Y	160	160	12/31/2006	Issued 2007	N		
17 Cumberland Oaks St. Marys, GA	SP Cumberland LLC	N	154	154	12/31/2016	Issued 2019	N		
18 East Ridge Yakima, WA	YBC Eastridge LP/253-460-3000	Y	26	26	10/9/2006	Issued 2007	N		
19 East Village Omak, WA	PG East Prairie LP/253-460-3000	Y	26	26	5/25/2001	Issued 2002	N		
20 Fair Street Clarkston, WA	Eastern Desert Housing LP/253-460-3000	Y	26	26	1/20/1997	Issued 1998	N		
21 Falls Park Apts. Sioux Falls, SD	VB Falls Park LP/253-460-3000	Y	74	74	8/26/2008	Issued 2009	N		
22 Falls Terrace Sioux Falls, SD	VB Falls Terrace LP/253-460-3000	Y	62	62	8/14/2006	Issued 2007	N		
23 Garden Trail Clearwater, FL	Garden Trail Apartments 2013 LLC	N	76	76	10/31/2016	Issued 2018	N		
24 Hampton Ridge Jacksonville, FL	SP Hartwood LP/727-669-3660	N	110	110	12/31/2006	Issued 2008	N		
25 Hickory Knoll Ocala, FL	SP HK Apartments LLC	N	96	96	10/20/2017	N/A	N		
26 Hilltop Apts. Wenatchee, WA	YBC Hilltop Housing LP/253-460-3000	Y	26	26	6/27/2007	Issued 2007	N		
27 Jefferson Lakes I Baton Rouge, LA	SP Jefferson lakes I LP/727-669-3660	N	296	296	12/31/2008	Issued 2009	N		
28 Kaneohe Elderly Kaneohe, HI	Kaneohe Meli Partnership LP/253-460-3000	Y	43	43	11/23/2016	Issued 2017	N		
29 Kaneohe Elderly Kaneohe, HI	GP Koneohe Elderly/253-460-3000	Y	44	44	12/1/1999	Issued 2003	N		
30 Lakeland Pointe Apts. Moses lake, WA	Lakeland Pointe LP/253-460-3000	Y	26	26	4/29/1999	Issued 2000	N		
31 Lakeland Pointe II Apts. Moses Lake, WA	PG Lakeland II LP/253-460-3000	Y	26	26	6/25/2003	Issued 2004	N		
32 Majestic Oaks Gainesville, FL	SP MO Apartments LLC	N	172	172	4/31/2017	N/A	N		
33 Maple Street Wenatchee, WA	VBC Maple Street LP/253-460-3000	Y	26	26	3/18/2003	Issued 2004	N		
34 Mason Ave Apartments Tacoma, WA	VBC Mason Avenue III Limited Partnership	Y	105	105	11/11/2015	Issues 2016	N		
35 Moses Lake Meadows Moses Lake, WA	Moses Lake Meadows LP/253-460-3000	Y	26	26	1/20/1998	Issued 1999	N		
36 North Lake Apartments North Sioux City, SD	VB Northlake LP	Y	40	40	4/12/2012	Issued 2013	N		
37 North Rive Apts. Wenatchee, WA	North River Apartments LP/253-460-3000	Y	26	26	6/1/1998	Issued 1999	N		
38 Oak Trace Tacoma, WA	VBT Oak Trace LP/253-460-3000	N	60	59	6/30/2017	Issued 2018	N		
39 Orchard Heights Tacoma, WA	VBC Orchard Heights LP/253-460-3000	Y	26	26	12/22/2006	Issued 2007	N		
40 Orchard West Tacoma, WA	VBC Orchard West LP/253-460-3000	Y	26	26	12/20/2007	Issued 2008	N		
41 Palms West West Palm Beach, FL	SP West Palm LP	N	290	290	1/12/2015	Issued 2015	N		
42 Palouse Trace Apts. Pullman, WA	East Wenatchee II LP/253-460-3000	Y	51	51	2/9/1998	Issued 1999	N		
43 Parkview Quincy, WA	VBC Parkview Housing LP/253-460-3000	Y	26	26	6/10/2005	Issued 2006	N		
44 Pinecrest Apts. Pasco, WA	Kamlaken Housing LP/253-460-3000	Y	54	54	1/1/2001	Issued 2002	N		
45 Pioneer Park Apls. Connell, WA	Pioneer Park LP/253-460-3000	Y	51	51	8/29/1996	Issued 1997	N		

* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6. **1st PAGE TOTAL:** 2,942 2,941 100% **LIHTC as % of Total Units**

Previous Participation Certification continued

Development Name: Fairfax Village

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	: SP Fair	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Rapid Creek Rapid City, SD	VB Rapid Creek LP/253-460-300	Y	54	54	12/20/2007	Issued 2008	N
47	Rivard Central Yakima, WA	VBT Rivard Central LP/253-460-3000	N	64	62	10/29/2014	Issued 2015	N
48	River Pauahi Honolulu, HI	River Pauahi Partners LP/253-460-300	Y	49	49	7/31/2017	Issued 2018	N
49	Seminole Gardens Sanford, FL	SP SG Apartments LLC	N	108	108	12/31/2017	N/A	N
50	Southcreek Centralia, WA	VBC Centralia Housing LP/253-460-3000	Y	52	52	2/27/2004	Issued 2005	N
51	Southcreek JI Centralia, WA	VBC Cooks Hill LP/253-460-3000	Y	52	52	8/31/2007	Issued 2008	N
52	Spruce Street II Apts Yakima, WA	VBC Spruce Street II LP	Y	36	36	7/25/2012	Issued 2013	N
53	Spruce Street Apts Yakima, WA	VBC Spruce Street LP	Y	26	26	10/7/2010	Issued 2011	N
54	Steinbeck Commons Salina, CA	GP Steinbeck LP/253-460-3000	Y	100	100	4/1/2000	Issued 2002	N
55	Sunridge Townhomes Sunnyside, WA	VBC Sunridge LP/253-460-3000	Y	21	21	12/28/2004	Issued 2005	N
56	Terreview Pullman, WA	VBC Terre View LP/253-460-3000	Y	26	26	10/24/2007	Issued 2008	N
57	Third Avenue Quincy, WA	VBC Quincy Housing LP/253-460-3000	Y	26	26	1/30/2004	Issued 2005	N
58	Tower Sioux Falls, SD	VB Tower LP/253-460-3000	Y	47	47	6/1/2006	Issued 2006	N
59	Vineyard Mattawa, WA	VBC Mattawa Housing LP/253-460-3000	Y	36	36	12/18/2003	Issued 2004	N
60	Viola I Yakima, WA	VBC Viola Limited Partnership	Y	26	26	2/12/2011	Issued 2011	N
61	Wedgewood Apartments Palm Beach, FL	SP Preservation II LLC	N	80	80	6/30/2017	N/A	N
62	Wescott Sunnyside, WA	VBC Wescott LP/253-460-3000	Y	26	26	9/29/2005	Issued 2006	N
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2nd PAGE TOTAL: 829 827

GRAND TOTAL: 3,771 3,768

100% LIHTC as % of Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Fairfax Village Apartments
 Name of Applicant: SP Fairfax Cambridge LLC
 Controlling General Partner or Managing Member: J. David Page

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Scott Seckinger

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

Principal's Name:

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	University Plaza Jacksonville, FL	SP University LP	N	120	120	11/14/2012	Issued 2013 N
2	Foxwood Apts Panama City, FL	Foxwood Acquisition Partners LP	N	100	100	6/27/2013	Issued 2014 N
3	Sunrise Apts Tallahassee, FL	SP Sunrise LP	N	99	99	10/22/2013	Issued 2014 N
4	Pine Creek Village Ft. Pierce, FL	SP Pine Creek Village LP	N	107	107	11/1/2013	Issued 2015 N
5	Broward Gardens Ft. Lauderdale, FL	SP Broward Gardens LP	N	96	96	11/6/2013	Issued 2015 N
6	Central Court Tampa, FL	SP Central Court 2012 LP	N	68	68	11/20/2013	Issued 2014 N
7	Palms West West Palm Beach, FL	SP West Palm LP	N	290	290	1/12/2015	Issued 2015 N
8	Orangewood Village Ft. Pierce, FL	Orange Apartments LLC	N	60	60	3/31/2016	Issued 2017 N
9	Cumberland Oaks St. Marys, GA	SP Cumberland LLC	N	154	154	12/31/2016	Issued 2019 N
10	Berkley Pointe Ocala, FL	SP SM Apartments LLC	N	160	160	5/20/2017	8/27/2018 N
11	Wedgewood Apartments Palm Beach, FL	SP Preservation II LLC	N	80	80	6/30/2017	N/A N
12	Hampton Villa Jacksonville, FL	SP HV Apartments LLC	N	60	60	9/30/2016	Issued 2018 N
13	Timberwood Trace Jacksonville, FL	SP TT Apartments LLC	N	224	224	2/30/2017	Issued 2018 N
14	Hickory Knoll Ocala, FL	SP HK Apartments LLC	N	96	96	10/20/2017	N/A N
15	Columbus Court Tampa, FL	SP CC Apartments LLC	N	160	160	10/31/2017	N/A N
16	Garden Trail Clearwater, FL	Garden Trail Apartments 2013 LLC	N	76	76	10/31/2016	Issued 2018 N
17	Seminole Gardens Sanford, FL	SP SG Apartments LLC	N	108	108	12/31/2017	N/A N
18	Majestic Oaks Gainesville, FL	SP MO Apartments LLC	N	172	172	4/31/2017	N/A N
19	400 Apartments Gainesville, FL	GE4 Apartments, LLC	N	101	101	2/18/2015	Issued 2017 N
20	Brookside Village Ft. Myers, FL	SP BV Apartments LLC	N	50	50	9/25/2015	Issued 2017 N
21	Caravel Arms Lauderdale Lake, FL	SP Caravel Apartments LLC	N	110	110	2/20/2015	Issued 2016 N
22	Clearwater Apts Clearwater, FL	SP Clearwater Apartments LLC	N	90	90	8/27/2014	Issued 2017 N
23	Georgia Arms Sanford, FL	SP GA Apartments LLC	N	90	90	4/30/2015	Issued 2016 N
24	Hampton Ridge Jacksonville, FL	SP Hartwood LP	N	110	110	6/6/2006	Issued 2008 N
25	Jackson Heights Tampa, FL	SP JH Apartments LLC	N	111	111	2/12/2015	Issued 2016 N
26	Lincoln Fields Miami, FL	SP Lincoln Fields LP	N	213	213	10/21/2011	Issued 2013 N
27	Parkside Commons Pinellas Park, FL	SP Parkside Commons LLC	N	60	60	11/25/2015	Issued 2017 N
28	Pinewood Apartments Athens, GA	SP Pinewood LP	N	90	90	6/15/2007	Issued 2008 N
29	Stevens Duval Jacksonville, FL	SP SD Apartments LLC	N	52	52	9/15/2015	Issued 2017 N
30	Sunrise Place Tallahassee, FL	SP Sunrise LP	N	99	99	4/24/2013	Issued 2014 N
31	The Crossings at Indian Run Stuart, FL	SP Crossings LLC	N	344	344	11/21/2014	Issued 2016 N
32	Harbour Court Haines City, FL	SP HC Apartments LLC	N	64	64	7/21/2015	Issued 2017 N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6. 1st PAGE TOTAL: 3,814 3,814 100% LIHTC as % of Total Units

List of LIHTC Developments (Schedule A)



Development Name: Fairfax Village Apartments
 Name of Applicant: SP Fairfax Cambridge LLC
 Controlling General Partner or Managing Member: J. David Page

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Principal's Name: Michael Molinari Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 University Plaza Jacksonville, FL	SP University LP	N	120	120	11/14/2012	Issued 2013	N
2 Foxwood Apts Panama City, FL	Foxwood Acquisition Partners LP	N	100	100	6/27/2013	Issued 2014	N
3 Sunrise Apts Tallahassee, FL	SP Sunrise LP	N	99	99	10/22/2013	Issued 2014	N
4 Pine Creek Village Ft. Pierce, FL	SP Pine Creek Village LP	N	107	107	11/1/2013	Issued 2015	N
5 Broward Gardens Ft. Lauderdale, FL	SP Broward Gardens LP	N	96	96	11/6/2013	Issued 2015	N
6 Central Court Tampa, FL	SP Central Court 2012 LP	N	68	68	11/20/2013	Issued 2014	N
7 Palms West West Palm Beach, FL	SP West Palm LP	N	290	290	1/12/2015	Issued 2015	N
8 Orangewood Village Ft. Pierce, FL	Orange Apartments LLC	N	60	60	3/31/2016	Issued 2017	N
9 Cumberland Oaks St. Marys, GA	SP Cumberland LLC	N	154	154	12/31/2016	Issued 2019	N
10 Berkley Pointe Ocala, FL	SP SM Apartments LLC	N	160	160	5/20/2017	8/27/2018	N
11 Wedgewood Apartments Palm Beach, FL	SP Preservation II LLC	N	80	80	6/30/2017	N/A	N
12 Hampton Villa Jacksonville, FL	SP HV Apartments LLC	N	60	60	9/30/2016	Issued 2018	N
13 Timberwood Trace Jacksonville, FL	SP TT Apartments LLC	N	224	224	2/30/2017	Issued 2018	N
14 Hickory Knoll Ocala, FL	SP HK Apartments LLC	N	96	96	10/20/2017	N/A	N
15 Columbus Court Tampa, FL	SP CC Apartments LLC	N	160	160	10/31/2017	N/A	N
16 Garden Trail Clearwater, FL	Garden Trail Apartments 2013 LLC	N	76	76	10/31/2016	Issued 2018	N
17 Seminole Gardens Sanford, FL	SP SG Apartments LLC	N	108	108	12/31/2017	N/A	N
18 Majestic Oaks Gainesville, FL	SP MO Apartments LLC	N	172	172	4/31/2017	N/A	N
19 400 Apartments Gainesville, FL	GE4 Apartments, LLC	N	101	101	2/18/2015	Issued 2017	N
20 Brookside Village Ft. Myers, FL	SP BV Apartments LLC	N	50	50	9/25/2015	Issued 2017	N
21 Caravel Arms Lauderdale Lake, FL	SP Caravel Apartments LLC	N	110	110	2/20/2015	Issued 2016	N
22 Clearwater Apts Clearwater, FL	SP Clearwater Apartments LLC	N	90	90	8/27/2014	Issued 2017	N
23 Georgia Arms Sanford, FL	SP GA Apartments LLC	N	90	90	4/30/2015	Issued 2016	N
24 Hampton Ridge Jacksonville, FL	SP Hartwood LP	N	110	110	6/6/2006	Issued 2008	N
25 Jackson Heights Tampa, FL	SP JH Apartments LLC	N	111	111	2/12/2015	Issued 2016	N
26 Lincoln Fields Miami, FL	SP Lincoln Fields LP	N	213	213	10/21/2011	Issued 2013	N
27 Parkside Commons Pinellas Park, FL	SP Parkside Commons LLC	N	60	60	11/25/2015	Issued 2017	N
28 Pinewood Apartments Athens, GA	SP Pinewood LP	N	90	90	6/15/2007	Issued 2008	N
29 Stevens Duval Jacksonville, FL	SP SD Apartments LLC	N	52	52	9/15/2015	Issued 2017	N
30 Sunrise Place Tallahassee, FL	SP Sunrise LP	N	99	99	4/24/2013	Issued 2014	N
31 The Crossings at Indian Run Stuart, FL	SP Crossings LLC	N	344	344	11/21/2014	Issued 2016	N
32 Harbour Court Haines City, FL	SP HC Apartments LLC	N	64	64	1/29/2016	Issued 2017	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6. 1st PAGE TOTAL: 3,814 3,814 100% LIHTC as % of Total Units

E

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

FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Fifth Amendment to Purchase and Sale Agreement ("**Amendment**") is entered into by and between SP Fairfax Cambridge LLC, a Florida limited liability company, and SP Cambridge LLC, a Florida limited liability company, both as successors in interest to Southport Financial Real Estate LLC, a Florida limited liability company (individually and collectively, "**Purchaser**") and Fairfax Village Associates, L.P., a Virginia limited partnership and Cambridge Square Associates, L.P., a Virginia limited partnership (individually and collectively, "**Seller**").

Purchaser and Seller hereby agree as follows:

1. **PSA.** The parties are the Purchaser and Seller under that certain Purchase and Sale Agreement with an Effective Date of July 5, 2018, as amended by that Amendment to Purchase and Sale Agreement dated November 2, 2018, Second Amendment to Purchase and Sale Agreement dated December 4, 2018, Third Amendment to Purchase and Sale Agreement dated December 11, 2018, and Fourth Amendment to Purchase and Sale Agreement dated January 22, 2019, as assigned to Purchaser ("**PSA**"). Except as may be expressly provided otherwise in this Amendment, capitalized terms in this Amendment shall have the meaning given such terms in the PSA.
2. **Purchase Price.** Section 1.3 of the PSA "**Purchase Price**" is hereby amended in its entirety to state:
"Purchase Price" means US Eight Million Four Hundred Fifty Thousand Dollars (\$8,450,000.00) with Four Million Eighty One Thousand Four Hundred Eleven Dollars (\$4,081,411.00) allocated to the Blacksburg Property and Four Million Three Hundred Sixty Eight Thousand Five Hundred Eighty Nine Dollars (\$4,368,589.00) allocated to the Radford Property.
3. **LIHTC Application.** The date in the Third Amendment for Purchaser's submission of the LIHTC application is hereby extended to be within one (1) business day after mutual execution of this Amendment.
4. **Entire Amendment.** This Amendment sets forth the entire agreement of the parties with respect to the subject matter set forth herein and may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors in interest.
5. **Execution.** This Amendment may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery of a facsimile, scanned, or other copy of a signed version of this Amendment has the same effect as delivery of an original. Delivery by electronic transmission such as email or facsimile shall be deemed effective delivery of a copy.
6. **Acknowledgement.** The parties hereto each acknowledge that except as expressly modified by this Amendment, all the terms and conditions of the PSA remain unchanged and are in full force and effect and enforceable in accordance with their terms. In the event of a conflict between the PSA and this Amendment, the terms and provisions of this Amendment shall control.

DATED February 1, 2019.

PURCHASER:

SP Fairfax Cambridge LLC

By: SP Fairfax Cambridge Manager LLC, its Manager

By: 
J. David Page, Manager

SP Cambridge LLC

By: SP Cambridge Manager LLC, its Manager

By: 
J. David Page, Manager

SELLER:

Fairfax Village Associates, L.P., a Virginia limited partnership

By: 
Name: JOHN ED SEEHORN
Title: General Partner

Cambridge Square Associates, L.P., a Virginia limited partnership

By: 
Name: JOHN ED SEEHORN
Title: General Partner

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION is dated effective as of January 23, 2019, by and between Southport Financial Real Estate LLC, a Florida limited liability company ("**Assignor**"), and SP Fairfax Cambridge LLC, a Florida limited liability company ("**Assignee**").

Fairfax Village Associates, L.P., a Virginia limited partnership, and Cambridge Square Associates, L.P., a Virginia limited partnership (individually and collectively, "**Seller**"), and Assignor, as Purchaser, entered into that certain Purchase and Sale Agreement dated July 5, 2018, as amended (the "**PSA**") concerning the real properties located at 1805 Whipple Drive, Blacksburg, Virginia 24060 (the "**Blacksburg Property**" a/k/a the "**Cambridge Square Apartments**") and 332 Fairfax Street, Radford, Virginia 24141 (the "**Radford Property**" a/k/a the "**Fairfax Village Apartments**").

Assignor hereby assigns to Assignee all of its right, title and interest in and to the PSA, but only with respect to the Fairfax Village Apartments. This Assignment includes, without limitation, all of Assignor's rights with respect to one-half of the Deposits under the PSA. Assignee hereby accepts such assignment and hereby assumes all of the obligations of Assignor under the PSA, but only with respect to the Fairfax Village Apartments.

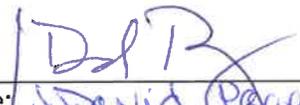
This Assignment may be executed in a number of identical counterparts. Delivery of a facsimile, scanned, or other copy of a signed version of this Assignment has the same effect as delivery of an original. Delivery by electronic transmission such as email or facsimile shall be deemed effective delivery of a copy.

ASSIGNOR:

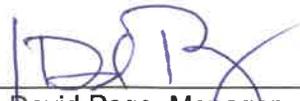
ASSIGNEE:

Southport Financial Real Estate LLC

SP Fairfax Cambridge LLC

By: 
Name: David Page
Title: Manager

By: SP Fairfax Cambridge Manager LLC, its Manager

By: 
J. David Page, Manager

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION is dated effective as of January 23, 2019, by and between Southport Financial Real Estate LLC, a Florida limited liability company ("**Assignor**"), and SP Cambridge LLC, a Florida limited liability company ("**Assignee**").

Fairfax Village Associates, L.P., a Virginia limited partnership, and Cambridge Square Associates, L.P., a Virginia limited partnership (individually and collectively, "**Seller**"), and Assignor, as Purchaser, entered into that certain Purchase and Sale Agreement dated July 5, 2018, as amended (the "**PSA**") concerning the real properties located at 1805 Whipple Drive, Blacksburg, Virginia 24060 (the "**Blacksburg Property**" a/k/a the "**Cambridge Square Apartments**") and 332 Fairfax Street, Radford, Virginia 24141 (the "**Radford Property**" a/k/a the "**Fairfax Village Apartments**").

Assignor hereby assigns to Assignee all of its right, title and interest in and to the PSA, but only with respect to the Cambridge Square Apartments. This Assignment includes, without limitation, all of Assignor's rights with respect to one-half of the Deposits under the PSA. Assignee hereby accepts such assignment and hereby assumes all of the obligations of Assignor under the PSA, but only with respect to the Cambridge Square Apartments.

This Assignment may be executed in a number of identical counterparts. Delivery of a facsimile, scanned, or other copy of a signed version of this Assignment has the same effect as delivery of an original. Delivery by electronic transmission such as email or facsimile shall be deemed effective delivery of a copy.

ASSIGNOR:

Southport Financial Real Estate LLC

By: _____
Name: J. David Page
Title: Manager

ASSIGNEE:

SP Cambridge LLC

By: SP Cambridge Manager LLC, its Manager

By: _____
J. David Page, Manager

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Fourth Amendment to Purchase and Sale Agreement ("**Amendment**") is entered into by and between Southport Financial Real Estate LLC, a Florida limited liability company ("**Purchaser**") and Fairfax Village Associates, L.P., a Virginia limited partnership and Cambridge Square Associates, L.P., a Virginia limited partnership (individually and collectively, "**Seller**").

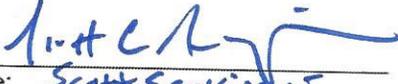
Purchaser and Seller hereby agree as follows:

1. PSA. The parties are the Purchaser and Seller under that certain Purchase and Sale Agreement with an Effective Date of July 5, 2018, as amended by that Amendment to Purchase and Sale Agreement dated November 2, 2018, Second Amendment to Purchase and Sale Agreement dated December 4, 2018, and Third Amendment to Purchase and Sale Agreement dated December 11, 2018 ("**PSA**"). Except as may be expressly provided otherwise in this Amendment, capitalized terms in this Amendment shall have the meaning given such terms in the PSA.
2. Extension. The dates in the Third Amendment for HUD Approval (May 23, 2019) and for the Closing Date (July 23, 2019) are hereby extended by the number of days that the ongoing federal government shutdown lasts from the time it began on December 21, 2018, through the date that HUD resumes normal operations after the shutdown ends. The date in the Third Amendment for Purchaser's submission of the LIHTC application is hereby extended to be January 31, 2019.
3. Entire Amendment. This Amendment sets forth the entire agreement of the parties with respect to the subject matter set forth herein and may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors in interest.
4. Execution. This Amendment may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery of a facsimile, scanned, or other copy of a signed version of this Amendment has the same effect as delivery of an original. Delivery by electronic transmission such as email or facsimile shall be deemed effective delivery of a copy.
5. Acknowledgement. The parties hereto each acknowledge that except as expressly modified by this Amendment, all the terms and conditions of the PSA remain unchanged and are in full force and effect and enforceable in accordance with their terms. In the event of a conflict between the PSA and this Amendment, the terms and provisions of this Amendment shall control.

DATED January 22, 2019.

PURCHASER:

Southport Financial Real Estate LLC, a Florida
limited liability company

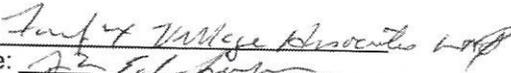
By: 

Name: Scott Seckinger

Title: VP

SELLER:

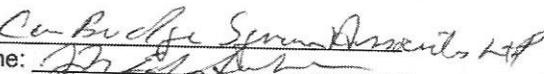
Fairfax Village Associates, L.P., a Virginia limited
partnership

By: 

Name: Daniel Padman

Title: General Partner

Cambridge Square Associates, L.P., a Virginia
limited partnership

By: 

Name: Daniel Padman

Title: General Partner

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Third Amendment to Purchase and Sale Agreement ("**Amendment**") is entered into by and between Southport Financial Real Estate LLC, a Florida limited liability company ("**Purchaser**") and Fairfax Village Associates, L.P., a Virginia limited partnership, and Cambridge Square Associates, L.P., a Virginia limited partnership (individually and collectively, "**Seller**")

Purchaser and Seller hereby agree as follows:

1. PSA. The parties are the Purchaser and Seller under that certain Purchase and Sale Agreement with and Effective Date of July 5, 2018, as amended by that Amendment to Purchase And Sale Agreement dated November 2, 2018, and as amended by that Second Amendment to Purchase And Sale Agreement dated December 4, 2018 ("**PSA**"). Except as may be expressly provided otherwise in this Amendment, capitalized terms in this Amendment shall have the meaning given such terms in the PSA.
2. HUD Approval. In Section 9 of the PSA, the clause "if HUD Approval is not obtained on or before one hundred twenty (120) days after the expiration of the Contingency Review" is hereby amended to state: "if HUD Approval is not obtained on or before ~~May 15, 2019.~~
23"
3. Closing Date. In Section 1.8 of the PSA, the clause "**Closing Date**" means the date which is thirty (30) days after HUD Approval is obtained" is hereby amended to state: "**Closing Date**" means on or prior to July ~~22, 2019.~~
23
4. Partial Release of Deposit. In exchange for the extensions granted herein, Purchaser directs Escrow Agent to release \$50,000 of the \$250,000 in Deposits to Seller, which amount released is non-refundable with no exceptions.
5. Purchase Price. In Section 1.3 of the PSA, the clause "**Purchase Price**" means US Eight Million Two Hundred Fifty Thousand Dollars (\$8,250,000.00) with Four Million One Hundred Twenty-Five Thousand Dollars (\$4,125,000.00) allocated to the Blacksburg Property and Four Million One Hundred Twenty-Five Thousand Dollars (\$4,125,000.00) allocated to the Radford Property" is hereby amended to state: "**Purchase Price**" means US Eight Million Four Hundred Fifty Thousand Dollars (\$8,450,000.00) with Four Million Two Hundred Twenty-Five Thousand Dollars (\$4,225,000.00) allocated to the Blacksburg Property and Four Million Two Hundred Twenty-Five Thousand Dollars (\$4,225,000.00) allocated to the Radford Property."
6. Tax Credit Application. Seller acknowledges that Purchaser is making application for a 4% low income housing tax credit ("LIHTC") as part of the acquisition of the Property, and Purchaser shall submit its LIHTC application on or prior to January ~~15,~~ 2019. Simultaneous with the filing of the LIHTC application, Purchaser shall provide a copy to Seller and direct Escrow Agent to release \$100,000 of the remaining \$200,000 Deposit to Seller, which amount released is non-refundable with no exceptions. Upon submitting the LIHTC application, the remaining \$100,000 Deposit becomes non-refundable except in the event of Seller Default.

MM
Purchaser

MM
Purchaser

23 MM
Purchaser

7. Reports. Purchaser shall advise Seller of any and all third parties Purchaser has engaged in connection related to the transaction contemplated by the PSA or related to the Property, and Purchaser shall provide Seller copies of all third party reports when received by ~~Seller~~. ML
Purchaser
8. Entire Agreement. This Amendment and the PSA sets forth the entire agreement of the parties with respect to the subject matter set forth herein and the PSA shall remain in full force and effect except as modified in this Amendment and shall not be modified except by an agreement in writing signed by the parties hereto or their respective successors in interest.
9. Execution. This Amendment may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery of a facsimile, scanned, or other copy of a signed version of this Amendment has the same effect as delivery of an original. Delivery by electronic transmission such as email or facsimile shall be deemed effective delivery of a copy.
10. Acknowledgement. The parties hereto each acknowledge that except as expressly modified by this Amendment, all the terms and conditions of the PSA remain unchanged and are in full force and effect and enforceable in accordance with their terms. In the event of a conflict between the PSA and this Amendment, the terms and provisions of this Amendment shall control.

DATED: December 11, 2018.

PURCHASER:

Southport Financial Real Estate LLC,
a Florida limited liability company

By: [Signature]
Name: Scott Seaver
Title: VP

SELLER:

Fairfax Village Associates, L.P.,
a Virginia limited partnership

By: [Signature]
Name: John Ed SEENORN
Title: Genl Partner

Cambridge Square Associates, L.P.
a Virginia limited partnership

By: [Signature]
Name: John Ed SEENORN
Title: Genl Partner

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Second Amendment to Purchase and Sale Agreement ("**Amendment**") is entered into by and between Southport Financial Real Estate LLC, a Florida limited liability company ("**Purchaser**") and Fairfax Village Associates, L.P., a Virginia limited partnership and Cambridge Square Associates, L.P., a Virginia limited partnership (individually and collectively, "**Seller**").

Purchaser and Seller hereby agree as follows:

1. PSA. The parties are the Purchaser and Seller under that certain Purchase and Sale Agreement with an Effective Date of July 5, 2018, as amended by that Amendment to Purchase and Sale Agreement dated November 2, 2018 ("**PSA**"). Except as may be expressly provided otherwise in this Amendment, capitalized terms in this Amendment shall have the meaning given such terms in the PSA.
2. HUD Approval. In Section 9 of the PSA, the clause "If HUD Approval is not obtained on or before one hundred twenty (120) days after the expiration of the Contingency Review" is hereby amended to state: "If HUD Approval is not obtained on or before December 11, 2018".
3. Entire Amendment. This Amendment sets forth the entire agreement of the parties with respect to the subject matter set forth herein and may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors in interest.
4. Execution. This Amendment may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery of a facsimile, scanned, or other copy of a signed version of this Amendment has the same effect as delivery of an original. Delivery by electronic transmission such as email or facsimile shall be deemed effective delivery of a copy.
5. Acknowledgement. The parties hereto each acknowledge that except as expressly modified by this Amendment, all the terms and conditions of the PSA remain unchanged and are in full force and effect and enforceable in accordance with their terms. In the event of a conflict between the PSA and this Amendment, the terms and provisions of this Amendment shall control.

DATED December 4, 2018.

PURCHASER:

Southport Financial Real Estate LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

SELLER:

Fairfax Village Associates, L.P., a Virginia limited partnership

By: John Ed. SEEHARA
Name: JOHN ED. SEEHARA
Title: Deed Partner

Cambridge Square Associates, L.P., a Virginia limited partnership

By: John Ed. SEEHARA
Name: JOHN ED. SEEHARA
Title: Deed Partner

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Second Amendment to Purchase and Sale Agreement ("**Amendment**") is entered into by and between Southport Financial Real Estate LLC, a Florida limited liability company ("**Purchaser**") and Fairfax Village Associates, L.P., a Virginia limited partnership and Cambridge Square Associates, L.P., a Virginia limited partnership (individually and collectively, "**Seller**").

Purchaser and Seller hereby agree as follows:

1. PSA. The parties are the Purchaser and Seller under that certain Purchase and Sale Agreement with an Effective Date of July 5, 2018, as amended by that Amendment to Purchase and Sale Agreement dated November 2, 2018 ("**PSA**"). Except as may be expressly provided otherwise in this Amendment, capitalized terms in this Amendment shall have the meaning given such terms in the PSA.
2. HUD Approval. In Section 9 of the PSA, the clause "If HUD Approval is not obtained on or before one hundred twenty (120) days after the expiration of the Contingency Review" is hereby amended to state: "If HUD Approval is not obtained on or before December 11, 2018".
3. Entire Amendment. This Amendment sets forth the entire agreement of the parties with respect to the subject matter set forth herein and may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors in interest.
4. Execution. This Amendment may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery of a facsimile, scanned, or other copy of a signed version of this Amendment has the same effect as delivery of an original. Delivery by electronic transmission such as email or facsimile shall be deemed effective delivery of a copy.
5. Acknowledgement. The parties hereto each acknowledge that except as expressly modified by this Amendment, all the terms and conditions of the PSA remain unchanged and are in full force and effect and enforceable in accordance with their terms. In the event of a conflict between the PSA and this Amendment, the terms and provisions of this Amendment shall control.

DATED December 4, 2018.

PURCHASER:

Southport Financial Real Estate LLC, a Florida limited liability company

By: 
Name: Scott Seckneger
Title: Vice President

SELLER:

Fairfax Village Associates, L.P., a Virginia limited partnership

By: _____
Name: _____
Title: _____

Cambridge Square Associates, L.P., a Virginia limited partnership

By: _____
Name: _____
Title: _____

AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement ("**Amendment**") is entered into by and between Southport Financial Real Estate LLC, a Florida limited liability company ("**Purchaser**") and Fairfax Village Associates, L.P., a Virginia limited partnership and Cambridge Square Associates, L.P., a Virginia limited partnership (individually and collectively, "**Seller**").

Purchaser and Seller hereby agree as follows:

1. PSA. The parties are the Purchaser and Seller under that certain Purchase and Sale Agreement with an Effective Date of July 5, 2018 ("**PSA**"). Except as may be expressly provided otherwise in this Amendment, capitalized terms in this Amendment shall have the meaning given such terms in the PSA.
2. HUD Approval. In Section 9 of the PSA, the clause "If HUD Approval is not obtained on or before ninety (90) days after the expiration of the Contingency Review" is hereby amended to state: "If HUD Approval is not obtained on or before one hundred twenty (120) days after the expiration of the Contingency Review".
3. Closing Date. In Section 11 of the PSA, the date "December 31, 2018" is hereby amended to be "January 31, 2019". Accordingly, the sentence in which that date appears now states: "In no event shall the Closing Date be extended beyond January 31, 2019."
4. Entire Amendment. This Amendment sets forth the entire agreement of the parties with respect to the subject matter set forth herein and may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors in interest.
5. Execution. This Amendment may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery of a facsimile, scanned, or other copy of a signed version of this Amendment has the same effect as delivery of an original. Delivery by electronic transmission such as email or facsimile shall be deemed effective delivery of a copy.
6. Acknowledgement. The parties hereto each acknowledge that except as expressly modified by this Amendment, all the terms and conditions of the PSA remain unchanged and are in full force and effect and enforceable in accordance with their terms. In the event of a conflict between the PSA and this Amendment, the terms and provisions of this Amendment shall control.

DATED November 2, 2018.

PURCHASER:

Southport Financial Real Estate LLC, a Florida limited liability company

By: [Signature]
Name: Scott Seckinger
Title: VP

SELLER:

Fairfax Village Associates, L.P., a Virginia limited partnership

By: [Signature]
Name: John E SEEHORN
Title: General Partner

Cambridge Square Associates, L.P., a Virginia limited partnership

By: [Signature]
Name: John E SEEHORN
Title: General Partner

PURCHASE AND SALE AGREEMENT

(Cambridge Square and Fairfax Village Apartments)

This Purchase and Sale Agreement ("**Agreement**") is entered into by and between Southport Financial Real Estate LLC ("**Purchaser**"), Fairfax Village Associates, L.P., a Virginia limited partnership, and Cambridge Square Associates, L.P., a Virginia limited partnership (individually and collectively, "**Seller**"). The obligations and liabilities of each Seller under this Agreement are several, and not joint. Whether or not specifically set forth in any provision of this Agreement, each Seller is obligated and liable under this Agreement and the representations and warranties contained in this Agreement apply only with respect to itself and the Property owned by it, and no Seller has any obligation or liability under this Agreement with respect to the other Seller and/or the Property owned by the other Seller.

1. **Definitions.** The following capitalized terms in this Agreement shall have the following definitions:

1.1. "**Real Property**" or "**Land**" means that certain real property located at 1805 Whipple Drive, Blacksburg, Virginia 24060 (individually the "Blacksburg Property"), and Fairfax Village Apartments, 332 Fairfax Street, Radford, Virginia 24141 (individually the Radford Property"), legally described on Exhibit A, together with any and all rights, easements, and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way.

1.2. "**Property**" means the "**Land**", as well as the "**Improvements**", "**Personal Property**", "**Intangible Property**" and "**Accounts**" defined and described on Exhibit B.

1.3. "**Purchase Price**" means US Eight Million Two Hundred Fifty Thousand Dollars (\$8,250,000.00) with Four Million One Hundred Twenty-Five Thousand Dollars (\$4,125,000.00) allocated to the Blacksburg Property and Four Million One Hundred Twenty-Five Thousand Dollars (\$4,125,000.00) allocated to the Radford Property.

1.4. "**Effective Date**" means the date that a copy of this Agreement, fully executed by Purchaser and Seller, is delivered to both Purchaser and Seller.

1.5. "**Escrow Agent**" and "**Title Company**" means First American Title Insurance Company, National Commercial Services, 9011 Arboretum Parkway, Suite 175, Richmond, Virginia, 23236, Attn: Sandy Hartje, Direct: 804.404.4954, Email: shartje@firstam.com.

1.6. "**Deposit**" or "**Deposits**" means an initial amount of \$100,000.00, plus any other amounts designated as a Deposit or Deposits in this Agreement.

1.7. "**Contingency Review Period**" means the period commencing on the Effective Date and ending on the date which is thirty (30) days after the Effective Date.

1.8. "**Closing Date**" means the date which is thirty (30) days after HUD Approval is obtained, as may be extended pursuant to Section 11.

1.9. "**Transaction**" means the purchase and sale of the Property pursuant to this Agreement.

2. **Purchase and Sale.** Purchaser hereby agrees to buy, and Seller hereby agrees to sell, the Property on the terms of this Agreement, and subject to the conditions in this Agreement.

3. **Purchase Price.** The Purchase Price shall be payable in full at Closing. All payments from Purchaser shall be via wire transfer of collected federal funds.

4. **Deposit.** On or before five (5) business days after the Effective Date, Purchaser shall deposit with Escrow Agent the Deposit of \$100,000, \$50,000 of which shall be non-refundable except in

the event of Seller Default, and the parties shall execute and deliver to Escrow Agent an Escrow Agreement. The Deposits paid shall be held in a non-interest bearing account with the Escrow Agent, and disbursed in accordance with the terms, conditions and provisions of this Agreement. The Deposits paid shall be applied towards the Purchase Price at Closing.

5. **Property Documents.** Commencing on the Effective Date, Seller agrees to provide to Purchaser copies of the printed and electronic documents and information ("**Property Documents**") relating to the Property in the possession or control of Seller and/or Seller's agents, including, but not limited to, those matters described on Exhibit C attached hereto (but only to the extent in the possession or control of Seller and/or Seller's agents), but expressly excluding the partnership records and tax returns of Seller. Updated Property Documents will be provided by Seller to Purchaser as updates become available. Seller may provide the Property Documents by: (a) delivery (including but not limited to delivery via email), (b) making available at the management office at the Property, or at the Broker's office, and/or (c) making available for download via the internet. (Notwithstanding the foregoing, in no event shall Seller be required to disclose or provide to Purchaser the following information: attorney-client privileged information, proprietary information, confidential information, or private employee information, financial and tax information other than that listed on Exhibit C, previous agreements or proposals related to the sale of the Property, or appraisals or other valuation information.)

6. **Title Policy.**

6.1. Within two (2) business days after the Effective Date, Purchaser shall order from the Title Company a commitment ("**Title Commitment**") for the issuance of an ALTA Owner's Title Policy ("**Title Policy**") at Closing to Purchaser. The Title Company shall be instructed to deliver a copy of the Title Commitment and copies of exceptions to Purchaser, Seller, and their counsel no later than the expiration of the Contingency Review Period. Purchaser shall give Seller written notice ("**Purchaser's Title Notice**") on or before the expiration of the Contingency Review Period or twenty (20) days after receipt of the Title Commitment and exception documents, whichever is earlier, as to whether the condition of title as set forth in the Title Commitment is or is not satisfactory, in Purchaser's sole discretion. In the event that the condition of title is not acceptable, Purchaser shall specify and set forth each of such objections ("**Objections**") in the Purchaser's Title Notice. Seller shall notify Purchaser in writing ("**Seller's Title Response**") within ten (10) days of receipt of Purchaser's Title Notice as to which Objections that Seller will not remove as of the Closing Date ("**Remaining Objections**"). If there are any Remaining Objections, Purchaser may, at its option by written notice within five (5) days after Seller's Title Response: (i) accept title subject to the Remaining Objections, in which event the Remaining Objections shall be deemed to be waived for all purposes, or (ii) terminate this Agreement, in which event any Deposits paid shall be immediately refunded to Purchaser. (In the event that Purchaser does not so notify Seller in writing within five (5) days after Seller's Title Response, Purchaser shall be deemed to have accepted title subject to the Remaining Objections and the Remaining Objections shall be deemed to be waived for all purposes.) Any exceptions permitted on the Title Policy pursuant to this Section 6.1 are referred to herein as "**Permitted Exceptions**". If the Title Company subsequently updates the Title Commitment with additional exceptions to title, the provisions for Purchaser's Title Notice and Seller's Title Response shall be reinstated with respect to the additional exceptions, with the Purchaser's Title Notice regarding the additional exceptions being due five (5) business days after the date that Purchaser receives the updated Title Commitment. Notwithstanding any of the provisions of this Section 6.1 to the contrary, if Purchaser fails to notify Seller that the condition of title as set forth in the Title Commitment and/or any survey is or is not acceptable within the times set forth herein, the parties hereby agree that the condition of title shall be deemed acceptable.

6.2. Liens securing any existing financing shall not be a Permitted Exception. At Closing Seller shall cause the Title Company to pay such financing in full (including any prepayment penalties and defeasance fees) from Seller's sale proceeds, and to obtain a release of such liens.

6.3. Purchaser, at Purchaser's expense, may obtain a current survey ("**Survey**") of the Property on or before the Closing Date. In the event the Survey or any recertification thereof, shows any encroachments of any improvements upon, from or onto the Property any building set-back line or easement, or shows any evidence of use which indicates that an unrecorded easement may exist, except

as may be acceptable to Purchaser, in Purchaser's sole discretion, such matter shall be treated as an Objection and the provisions for Purchaser's Title Notice and Seller's Title Response shall be reinstated with the Purchaser's Title Notice regarding Survey Objections being due ten (10) business days after the date that Purchaser receives the Survey.

6.4. Purchaser's obligations hereunder are contingent upon the Title Company, at Closing, being irrevocably and unconditionally committed to issue to Purchaser the Title Policy in accordance with the title requirements listed in this Section 6 (subject only to payment of the premiums for the Title Policy, the Permitted Exceptions, and the standard exceptions), unless this contingency is not met due to Purchaser's failure to meet the Title Company's requirements imposed on Purchaser for issuance of the Title Policy. If this contingency is not met on the Closing Date, this Agreement shall automatically terminate, in which event the Deposits paid shall be immediately refunded to Purchaser.

7. **Contingency Review Period.** Purchaser shall have until the expiration of the Contingency Review Period to review all aspects of the Property and the Transaction. In the event that Purchaser approves such review, Purchaser shall so notify Seller in writing ("**Purchaser's Approval Notice**") on or before expiration of the Contingency Review Period, and the Deposit shall become non-refundable except as specifically provided otherwise in this Agreement. In addition, within one (1) business day after Purchaser's Approval Notice, Purchaser shall increase the Deposit by \$150,000.00 to a total of \$250,000.00 and all Deposits shall become non-refundable except as specifically provided otherwise in this Agreement. In the event that Purchaser, on or before the time required by this Section 7, either: (a) does not provide the Purchaser's Approval Notice to Seller, and does not deliver the increase in the Deposit, or (b) notifies Seller in writing of Purchaser's disapproval of the Property and the Transaction, this Agreement shall automatically terminate as of the expiration of the Contingency Review Period, in which event the Deposits paid shall be immediately refunded to Purchaser.

8. **Inspections.** Purchaser and its agents shall be entitled to inspect the Property and conduct tests on the Improvements and the Land at any time or times prior to the Closing, upon at least three (3) business days' notice to Seller, in order to conduct the evaluations described in this Agreement (including without limitation, engineering studies, environmental site assessments, risk assessments, inspections for the presence of lead based paint and lead based paint hazards, evaluation of drainage and flood plain, borings and soil tests). The right granted to Purchaser to conduct the inspections is subject to the rights of any tenants of the Property with respect to any such inspection, and compliance with tenant leases and applicable laws, and to the inspections being conducted at reasonable times and accompanied by representatives of Seller. Any invasive testing shall be subject to Seller's prior written approval of a testing plan. No physical alteration of the Property is permitted, but if any physical alteration occurs, any physical alteration of the Property in connection with Purchaser's study shall be restored by Purchaser immediately upon demand by Seller, at Purchaser's sole expense. Purchaser shall indemnify Seller against any loss, damage or claim resulting from Purchaser's inspections and tests, except any arising from the discovery of preexisting conditions (so long as Purchaser does not exacerbate any such condition). Purchaser shall not act as Seller's agent in connection with such activities and has no authority to allow any liens to encumber the Property. Purchaser shall not allow any liens to encumber the Property arising out of such activities, and shall indemnify and hold Seller harmless from and against any liens, costs, expenses (including attorney fees), claims, liabilities, and obligations arising in any way out of such activities by Purchaser, as well as Purchaser's employees and agents. All non-public information obtained by Purchaser in connection with Purchaser's due diligence hereunder shall be confidential and will not be disclosed to third parties; provided, however, Purchaser may disclose such information to parties such as Purchaser's consultants, lenders, attorneys and investors. Notwithstanding anything to the contrary contained in this Agreement or in any addenda, amendments or modifications to this Agreement, Purchaser's obligations under this Section 8 shall survive the termination of this Agreement and/or Closing, and shall remain in full force and effect without time limitation until all of such obligations have been fully performed by Purchaser, and all amounts to be paid by Purchaser have been paid.

9. **Assignment of HAP Contract/HUD Approval.** Purchaser's obligation to close the Transaction is expressly contingent ("**HUD Contingency**") upon Purchaser obtaining 2530 clearance from the U.S. Department of Housing and Urban Development ("**HUD**"), a firm commitment from a mortgage

lender ("**Loan Commitment**"), and HUD approval (itself, and together with the Loan Commitment, "**HUD Approval**") of an assignment and assumption of the existing Housing Assistance Payments Contract ("**HAP Contract**") affecting the Property on terms acceptable to Purchaser in its sole discretion. Purchaser shall submit an application ("**HAP Application**") for HUD Approval within five (5) business days after the expiration of the Contingency Review Period. Seller agrees to cooperate in such efforts, and to sign documents to accomplish such purposes. Purchaser shall pay all costs, fees and charges incurred in connection with obtaining HUD Approval, whether or not HUD Approval is obtained, and/or whether or not the Transaction closes, and this obligation shall survive the termination of this Agreement and/or Closing. If HUD Approval is not obtained on or before ninety (90) days after the expiration of the Contingency Review Period on terms and conditions acceptable to Purchaser in its sole discretion, Purchaser may either (i) terminate this Agreement whereupon the Deposit shall be refunded to Purchaser, except for the non-refundable portion under Section 4; or (ii) extend the Closing Date in accordance with Section 11. Purchaser agrees to work diligently and in good faith to obtain the Loan Commitment and HUD Approval for the transfer of the HAP Contract. In the event Purchaser is unable to obtain HUD Approval by the expiration of the HUD Extension Period, Purchaser may terminate this Agreement upon giving the other party written notice thereof, in which event the Deposits paid shall be refunded to Purchaser except for the non-refundable portion pursuant to Section 4.

10. **Contracts.** Subsequent to delivery of Purchaser's Approval Notice, Seller shall, upon at least thirty (30) days' written request from Purchaser prior to the Closing Date, give appropriate notices of termination of any service, supply, security, maintenance, employment or other contracts or arrangements ("**Contracts**") with respect to the Property (other than the Permitted Exceptions), terminating such Contracts as of the Closing Date (or if a Contract cannot be terminated as of the Closing Date, such later date which is the earliest date that such Contract can be terminated in accordance with its terms without a termination fee or charge). In addition, effective as of the Closing Date, Seller shall terminate all property management agreements with respect to the Property. Any Contracts which are not terminated as of the Closing Date in accordance with this Section 10 shall be assigned to, and assumed by, Purchaser at the Closing. As an exception to the foregoing, Purchaser shall not be required to give Seller advance written notice as to any employment agreements, because all employees of Seller are at will employees and may be terminated without notice.

11. **The Closing and the Closing Date.** The sale and purchase of the Property shall be consummated at a Closing to be held on the Closing Date at the offices of the Title Company. Purchaser may select an earlier Closing Date upon at least five (5) business days' written notice to Seller. Neither party need be physically present at the Closing. The Closing Date may be extended by Purchaser for thirty (30) days, which is sixty (60) days after HUD Approval is obtained ("**Extension Period**"), by Purchaser's providing written notice to Seller accompanied by payment of an additional Deposit of \$200,000 to Escrow Agent, which shall be delivered and paid on or before five (5) days prior to the then applicable Closing Date. In no event shall the Closing Date be extended beyond ~~November 30~~ December 31, 2018. As used in this Agreement, the term "**Closing**" shall mean the date all of the documents necessary to transfer title to Purchaser are sent for recording with the appropriate Clerk, Recorder or Auditor and the sales proceeds are available to Seller. Title to and possession of the Property shall transfer to Purchaser at Closing.

12. **Seller's Obligations at the Closing.** At the Closing, Seller shall do the following, through Escrow Agent:

12.1. Execute and deliver to Purchaser and the Title Company:

12.1.1. A special warranty deed (the "**Deed**") conveying to Purchaser fee simple title to the Real Property and Improvements. To the extent that the legal description of the Property as shown in the Survey shows a discrepancy with the legal description attached hereto, the Seller shall also deliver a Quit Claim Deed conveying the Real Property and Improvements to Purchaser using the legal description shown on the Survey.

12.1.2. A Bill of Sale, Assignment, and Assumption Agreement on the form attached hereto as Exhibit D.

12.1.3. A FIRPTA Affidavit.

12.1.4. All other agreements to be executed by Seller as specified herein.

12.2. Execute and deliver to the Title Company and Purchaser: (i) such affidavits and other evidence as the Title Company may require so as to enable the Title Company to issue the Title Policy in accordance with this Agreement; and (ii) satisfactory evidence that all necessary corporate, partnership, or other action on the part of Seller has been taken with respect to the execution and delivery of this Agreement and the consummation of the Transaction so that all of said documents are or will be validly executed and delivered and will be binding upon the Seller.

12.3. Deliver to Purchaser all tenant leases affecting the Property which are in effect as of the Closing Date, and a Certified Rent Roll certified by Seller to be correct no earlier than five (5) business days prior to the Closing Date.

12.4. Deliver to Purchaser all documents, records, plans, keys, permits and other items related to the Property which are in Seller's possession or control.

12.5. Deliver to Purchaser a letter from Seller's management company addressed to all tenants directing the tenants to make all future payments to Purchaser's management company, and otherwise complying with any legal requirements regarding the transfer of tenant deposits.

12.6. Execute and deliver to Purchaser any state or local tax withholding forms so that Purchaser has no liability for Seller withholding or Seller taxes under state or local law.

12.7. Execute and deliver to Purchaser a certificate, dated as of the date of Closing and executed by Seller, stating that the representations and warranties of Seller contained in this Agreement are accurate in all material respects as of the date of Closing or identifying any representation or warranty which is not, or no longer is, true and correct and explaining the state of facts giving rise to the change. In no event shall Seller be liable to Purchaser for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty which results from any change that (i) occurs between the Effective Date and the date of Closing and (ii) is expressly permitted under the terms of this Agreement or is beyond the reasonable control of Seller to prevent. If the certificate delivered by Seller pursuant to this Section 12.7 indicates any material adverse change in the representations and warranties made by Seller under Sections 14.1, 14.2, 14.3, 14.6 (but only the second sentence thereof), 14.8 (except the second sentence thereof), 14.13, and 14.14, Purchaser shall have the right to terminate this Agreement by written notice to Seller, within one (1) business day after the scheduled Closing Date, in which event the Deposits paid shall be immediately refunded to Purchaser. Further, if the certificate reflects that Seller materially breached a representation or warranty under Section 14 at the time made, Seller shall also reimburse Purchaser for Purchaser's reasonable out-of-pocket expenses actually incurred with third parties in connection with the Transaction (not including attorneys' fees), not to exceed Fifty Thousand Dollars (\$50,000), plus any nonrefundable loan commitment and rate lock fees paid by Purchaser.

12.8. Execute and deliver any documents required to effect the assignment of the HAP Contract.

12.9. Deliver to Purchaser the Accounts. All Accounts are included in the Purchase Price and shall be transferred to Purchaser by Seller at and through the Closing. If any of the Accounts are held by the holder of a loan or another party, then Seller shall assign such Accounts to Purchaser and instruct the holder of the Accounts that the Accounts have been assigned to Purchaser, and should be paid directly to Purchaser. If the holder of any Accounts credits the amount held in Accounts against the amount due to such holder, then the amount of the Accounts credited shall be credited to Purchaser at Closing by means of a credit against the Purchase Price.

12.10. Execute a settlement statement ("**Seller Settlement Statement**") setting forth any debits and credits payable in connection with the Closing.

12.11. Execute and deliver to Purchaser such additional documents as are necessary to carry out the provisions of this Agreement.

13. **Purchaser's Obligations at the Closing.** At the Closing, Purchaser shall do the following, through Escrow Agent:

13.1. Deliver to Seller the Purchase Price.

13.2. Execute and deliver to Seller executed counterparts of the Bill of Sale, Assignment, and Assumption Agreement.

13.3. Execute and deliver any documents required to effect the assumption of the HAP Contract.

13.4. Execute a settlement statement ("**Purchaser Settlement Statement**") setting forth any debits and credits payable in connection with the Closing.

13.5. Execute and deliver to Seller such additional documents as are necessary to carry out the provisions of this Agreement.

14. **Representations and Warranties of Seller.** Each Seller, as to itself and as to its Property, represents and warrants to Purchaser the following:

14.1. Seller is duly formed, validly existing and in good standing under the laws of the State of its formation and has all requisite powers and all material governmental licenses, authorizations, consents and approvals to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Seller hereunder.

14.2. This Agreement has been duly authorized by all necessary action on the part of Seller, has been duly executed and delivered by Seller, constitutes the valid and binding agreement of Seller and is enforceable in accordance with its terms. The person executing this Agreement on behalf of Seller has the authority to do so.

14.3. The execution and delivery of, and the performance by Seller of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject.

14.4. Seller has not received any written notice of any threatened or actual cancellation or suspension of any certificate of occupancy or other certificate, license or permit for any portion of the Improvements.

14.5. To Seller's knowledge, no Hazardous Materials (as hereinafter defined) exist on or under the Property in violation of law. Hazardous Materials means: (a) substances defined as "hazardous substances," "hazardous materials," or "toxic substances" under federal, state or local law; (b) asbestos and any form of urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of polychlorinated biphenyls; (c) petroleum and/or petroleum products or by-products; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property or the owners and/or occupants of the properties adjacent to the Property.

14.6. To Seller's knowledge, there currently are no underground storage tanks on the Property. Neither Seller nor anyone acting on its behalf has placed an underground storage tank on the Property nor have any underground storage tanks been placed on the Property during Seller's period of ownership.

14.7. Except as may be contained in the Property Documents, Seller has not received any written notice of any pending, or threatened, judicial, municipal or administrative proceedings affecting the Property, including, without limitation, proceedings for or involving collections, condemnation, eminent domain, or alleged building code or environmental or zoning violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition, use of, or operations on, the Property. As an exception from the foregoing, Purchaser acknowledges that Seller may have collection and/or eviction proceedings against tenants of the Property in the ordinary course of business.

14.8. Any Contracts disclosed as part of the Property Documents, and/or shown as exceptions on the Title Commitment, constitute all of the Contracts affecting the Property. Seller has not received any written notice of uncured default and Seller has no knowledge of any existing uncured defaults under the Contracts.

14.9. Seller shall not intentionally withhold from Purchaser any documents or information regarding the Property the Seller's possession or control.

14.10. Except as may be contained in the Property Documents, to Seller's knowledge, there is no legal action of any kind or nature affecting the Property which will in any way affect Purchaser following the purchase of the Property.

14.11. Each certified rent roll ("**Certified Rent Roll**") to be provided pursuant to this Agreement shall be certified by Seller (or the property management company managing the Property) to be true, correct, and complete to its knowledge, and shall contain for each tenant and each tenant's lease the following information: commencement date of the lease; termination date of the lease; monthly rent; monthly additional rent; security deposits (any amounts previously applied to charges shall also be shown); prepaid rents; any other payments or credits applicable to that lease.

14.12. There are no outstanding agreements, options, rights of first refusal or other rights to purchase the Property, currently in effect with respect to the Property.

14.13. To Seller's knowledge, Seller has not received any written notice, or tenant reports, of any untreated bed bug infestation of any of the buildings and/or apartment units. If any report is made of bed bug infestation prior to Closing, Seller will address and treat immediately.

14.14. At all times prior to closing contemplated by this Agreement, Seller: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with United States Presidential Executive Order 13224 ("**Executive Order**"), the Annex to that Executive Order ("**Annex**") and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("**Patriot Act**"). The term "**Prohibited Person**" shall mean any person or entity which meets any of the following criteria:

14.14.1. A person or entity listed in the Annex to, or otherwise subject to the provisions of, the Executive Order.

14.14.2. A person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order.

14.14.3. A person or entity with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order.

14.14.4. A person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order.

14.14.5. A person or entity that is named as a "specially designated national and blocked person" on the most current list ("**List**") published by the U.S. Department of the Treasury, Office of Foreign Assets Control at its official website (www.ustreas.gov/ofac) or at any replacement website or other replacement official publication of such list.

14.14.6. A person or entity who is an Affiliate of a person or entity listed in this Section 14.14.

14.15. If, after the Effective Date, any event occurs or condition arises that renders any of the Seller's representations and warranties in Section 14 untrue or misleading in any material respect, and Seller has actual knowledge of the same, Seller shall promptly notify Purchaser in writing of such event or condition. In no event shall Seller be liable to Purchaser for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty which results from any change that (i) occurs between the Effective Date and the date of Closing and (ii) is expressly permitted under the terms of this Agreement or is beyond the reasonable control of Seller to prevent. If a notice from Seller pursuant to this Section 14.15 indicates any material adverse change in the representations and warranties made by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days after Seller's notice, in which event the Deposits paid shall be immediately refunded to Purchaser. If Purchaser does not terminate this Agreement within such time period, Purchaser's termination right in this Section 14.15 shall lapse.

14.16. Notwithstanding the foregoing, to the extent that Purchaser obtains knowledge prior to Closing that any of Seller's representations or warranties were untrue when made, or if Seller has delivered or made available to Purchaser information with respect to the Property at any time prior to the Closing Date, and such information is inconsistent with any of the representations and warranties herein and/or indicate that any such representations or warranties were not true when made or will not be true as of the Closing Date, Purchaser shall be deemed to have knowledge of such misrepresentation, and in the event Seller fails to cure such misrepresentation within ten (10) days after receipt of notice from Purchaser, Purchaser's sole remedy as a result thereof shall be to terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser, and if, notwithstanding such breach of a representation or warranty, Purchaser elects to close the Transaction, Purchaser shall be deemed to have waived its rights with respect to such breach of a representation or warranty, and Seller's representation or warranty shall be deemed amended so as to be true and correct, and Purchaser shall be deemed to have no claim for any breach based thereon following the Closing.

15. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller the following:

15.1. Purchaser is duly formed, validly existing and in good standing under the laws of the State of its formation and has all requisite powers and all material governmental licenses, authorizations, consents and approvals to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Purchaser hereunder.

15.2. This Agreement has been duly authorized by all necessary action on the part of Purchaser, has been duly executed and delivered by Purchaser, constitutes the valid and binding agreement of Purchaser and is enforceable in accordance with its terms. The person executing this Agreement on behalf of Purchaser has the authority to do so.

15.3. The execution and delivery of, and the performance by Purchaser of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser.

15.4. At all times prior to Closing contemplated by this Agreement, Purchaser: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with the Executive Order and the Patriot Act.

16. **Seller Covenants.** Seller hereby covenants as follows:

16.1. Until the Closing Date, Seller shall maintain the Property in substantially the same condition and quality as such was in at the time of the physical inspection of the Property by Purchaser, except for normal wear and tear, and subject to Section 27.5.

16.2. All accounts, bills and obligations of the Property shall be paid current up to the Closing Date, and there will be no delinquent amounts owing as of the Closing Date.

16.3. Seller shall maintain all Accounts in the ordinary course of business prior to the Closing Date.

16.4. As of the Closing Date, there will be no Contracts with respect to the Property other than the Permitted Exceptions.

16.5. Subsequent to the Effective Date, Seller shall not enter into any agreements (or extend any current agreements) with respect to the Property (other than residential tenant leases in the ordinary course of Property operations) that will be binding on the owner of the Property and extend beyond the Closing Date, without Purchaser's prior written approval, which may be withheld in Purchaser's sole discretion.

16.6. Seller shall continue to operate the Improvements in the ordinary course of business between the Effective Date and the Closing Date, such operation to include the continuation of maintenance and repair programs.

16.7. Seller shall cause all apartment units on the Property which become vacant more than seven (7) days prior to Closing to be in a "rent ready" condition, and to the extent that any such units are not in rent ready condition on the Closing Date, Purchaser shall receive a credit at Closing equal to \$2,000.00 for each such unit not in "rent ready" condition. One business day prior to Closing, Seller and Purchaser (or their designated representatives) shall inspect the Property and agree upon the number of non "rent ready" units. The term "rent ready" shall mean cleaned and prepared for occupancy for a new tenant, including the painting or cleaning of walls, the professional cleaning or replacement of carpets, and with all appliances in working condition, consistent with Seller's current standards for units available for rent.

16.8. If Seller is aware of any bed bug infestation of any of the buildings and/or apartment units, Seller shall complete a bed bug removal treatment for such buildings and/or units prior to the Closing, in accordance with customary and reasonable industry practices. Seller shall provide to Purchaser documentation evidencing the treatment. Purchaser shall receive a credit at Closing equal to \$1,000.00 for each and every building and/or apartment unit for which such treatment is not completed prior to Closing.

16.9. Seller or Seller's agents will not make any material physical modifications to the Land, the Improvements or Personal Property without Purchaser's express, prior, written consent, unless such action is required by law, the terms of any lease or other contract or agreement, or because of emergency (as reasonably determined by Seller).

17. **Survival.**

17.1. Any claim for a breach of such representations and warranties shall survive for one year after the Closing Date. Any claim for a breach of representation or warranty set forth in Sections 14 and 15 of this Agreement shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the first anniversary of the Closing Date.

17.2. All other provisions of this Agreement shall be deemed merged into or waived by the instruments of Closing, except for those provisions that specifically state that they survive Closing or termination (each a "***Surviving Provision***"). If a Surviving Provision states that it survives for a limited

period of time, that Surviving Provision shall survive only for the limited time specified. Any claim made in connection with a Surviving Provision shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the limited time specified in such Surviving Provision.

18. Purchaser's Defaults; Seller's Remedies. In the event of a breach by Purchaser of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Seller specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Seller's sole remedy shall be to terminate this Agreement and retain all Deposits paid, and any earnings thereon, as liquidated damages but not as a penalty. **PURCHASER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICAL TO QUANTIFY THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF A BREACH BY PURCHASER, THAT THE AMOUNT OF ALL DEPOSITS PAID IS A REASONABLE ESTIMATE OF SUCH ACTUAL DAMAGES, AND THAT SELLER'S REMEDY IN THE EVENT OF A BREACH BY PURCHASER SHALL BE TO RETAIN ALL DEPOSITS PAID AND ANY EARNINGS THEREON AS LIQUIDATED DAMAGES.**

19. Seller's Defaults; Purchaser's Remedies. In the event of a breach by Seller of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Purchaser specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Purchaser may elect only one of the following two remedies: (a) terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser; or (b) enforce specific performance of this Agreement against Seller, including the right to recover attorneys' fees; provided that if Seller has defaulted hereunder and as a result of such default specific performance is not able to be obtained by Purchaser (a "**Material Seller Default**"), and Purchaser elects to terminate this Agreement as set forth above by reason of such Material Seller Default, Seller shall reimburse Purchaser for Purchaser's reasonable out-of-pocket expenses actually incurred with third parties in connection with the Transaction (not including attorneys' fees), not to exceed \$50,000.00, plus any nonrefundable loan commitment and rate lock fees paid by Purchaser. Notwithstanding the foregoing, the limitation of remedies provision does not limit Seller's obligations under the Surviving Provisions. After Closing, or termination of this Agreement, in the event of a breach by Seller of its obligations under any Surviving Provisions, Purchaser may exercise any rights and remedies available at law or in equity.

20. Closing Costs. Costs of closing the Transaction shall be allocated between Seller and Purchaser as customary in the jurisdiction where the Property is located as follows:

20.1. Seller shall pay: (i) one-half of any escrow fees of the Escrow Agent not to exceed \$1,500; (ii) the Grantor's tax only associated with real estate conveyance; and (iii) all other costs and expenses allocated to Seller pursuant to the terms of this Agreement.

20.2. Purchaser shall pay: (i) the premium for the owner's Title Policy in the amount of the Purchase Price; (ii) the cost of recording the Deed and state and local transfer taxes associated with the real estate conveyance (excluding, for clarity, the Grantor's tax payable by the Seller); (iii) one-half of any escrow fees of the Escrow Agent; (iv) all other costs and expenses allocated to Purchaser pursuant to the terms of this Agreement.

21. Proration of Income and Expenses. At Closing, the following items shall be paid or adjusted or prorated between Seller and Purchaser as specified, as of the Closing Date, with the day of Closing being for Purchaser's account:

21.1. *Ad valorem* and similar taxes, and assessments, for the then current tax year relating to the Property shall be prorated as of the Closing Date, assuming the maximum available discount. All assessments, if any, existing or pending as of the Closing Date, whether due and payable before or after such date, shall be paid by Seller in full at Closing to the assessing entity. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax

rate is fixed for the year in which the Closing occurs, Seller and Purchaser agree to adjust the proration of taxes and, if necessary, to refund or pay, as the case may be, on or before January 1 of the year following the Closing, an amount necessary to effect such adjustments.

21.2. On the Closing Date, Seller shall cause its property management company to transfer to Purchaser's property management company the amount of any of the following for which Purchaser will be responsible after the Closing: (i) refundable deposits made by tenants of the Property; and (ii) non-refundable deposits made by tenants of the Property that have not been applied to costs incurred. At Closing, Purchaser shall assume Seller's obligations related to the deposits actually transferred to Purchaser.

21.3. All collected rents or other income and all operating expenses for or pertaining to the Property, including but not limited to maintenance, security, management service and similar contractual charges with respect to the Property shall be prorated between Purchaser and Seller as of the Closing Date. Capital expenditures made during the month of Closing and prior to Closing shall be pro-rated over the useful life of such items.

21.4. Water, sewer, fuel, electricity, gas and other utilities and services shall be paid by Seller based upon current readings by the utilities to be obtained by Seller contemporaneously with Closing. Seller shall arrange for utility services to Seller to be cancelled, in which event, Purchaser shall establish a new account with the utility, and Seller shall be entitled to any deposits on account paid by Seller. If a utility will not cancel Seller's account and replace it with a new Purchaser account, Seller shall at Closing transfer the utility account to Purchaser, in which event: (i) Purchaser shall reimburse Seller at Closing for any utility deposit transferred to Purchaser; and (ii) utility charges for such account shall be prorated between Purchaser and Seller as of the Closing Date.

22. **Post-Closing Adjustments.** Seller and Purchaser agree that, to the extent items are prorated or adjusted at Closing on the basis of estimates, or are not prorated or adjusted at Closing pending actual receipt of funds or compilation of information upon which such prorations or adjustments are to be based, each of them will pay to the other such amounts as may be necessary such that Seller will receive the benefit of all income collected for the period prior to the Closing Date and will pay all expenses of the Property attributable to the period prior to the Closing Date, both on an accrual basis, and Purchaser will receive all income collected for the period from and after the Closing Date and will pay all expenses of the Property attributable to the period from and after the Closing Date, both on an accrual basis. The provisions of this Section 22 shall survive the Closing for ninety (90) days; any claim under this Section 22 shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before ninety (90) days after Closing.

23. **Delinquent Rents.** With respect to any monies collected by Purchaser from tenants or other persons owing delinquent rents or other amounts as of the Closing Date, such money shall first be applied to the current month's rents or obligations of such person and retained by Purchaser and the balance (if any) shall then be delivered to Seller to be applied to any rents for any months or portions of any months prior to the Closing Date. Any amount in excess of the amounts Seller is owed by the tenant for any rents or obligations of such person for period prior to the Closing Date shall be retained by Purchaser. After the Closing Date, Seller shall be entitled to institute legal actions to recover delinquent rents from tenants; provided, however, that Seller acknowledges that Seller shall have no right to terminate any tenant lease, and Seller shall not have the right to evict any tenant.

24. **As-Is Purchase.** Purchaser is an experienced commercial real estate owner and shall rely solely upon its own evaluation and investigation of the condition and all aspects of the Property. Purchaser acknowledges that this Agreement grants to Purchaser every opportunity which Purchaser may need to fully evaluate the condition and all aspects of the Property. Purchaser has asked for, and has obtained in this Agreement, disclosure of information and documents regarding the Property which are in Seller's possession or control. This does not reduce Purchaser's duty to fully evaluate the Property on its own. Accordingly, except to the extent of the Seller's representations and warranties in this Agreement, Purchaser acknowledges that it is not relying upon any representations of Seller as to any matter related

to Property, its condition, or its suitability for Purchaser's intended use, and Purchaser hereby irrevocably waives, and releases seller, its members, partners, officers, directors, principals, agents, representatives, attorneys and employees (the "**Seller Parties**") from any and all claims, demands, obligations, damages, causes of action and liability, whether known or unknown, other than those for breach of Seller's representations and warranties explicitly set forth herein. At Closing, Purchaser shall be deemed to accept the Property "as is" in all respects.

25. Brokerage Commissions. Seller shall indemnify Purchaser against, and hold Purchaser harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Seller. Purchaser shall indemnify Seller against, and hold Seller harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Purchaser. The provisions of this Section 25 shall survive the Closing or the termination of this Agreement without time limitation.

26. Tax Deferred Exchange.

26.1. If Purchaser wishes to structure the Transaction as part of a 1031 tax deferred exchange, Seller agrees to cooperate in such efforts, and to sign documents to accomplish such purposes; provided, however, that there shall be no material change in the Transaction from what would result if there was no tax deferred exchange, and provided that Seller incurs no additional cost, expense, obligation or liability as a result of such tax deferred exchange. Purchaser acknowledges that Seller shall have no obligation of any kind for the qualification of the Transaction for a 1031 tax deferred exchange.

26.2. If Seller wishes to structure the Transaction as part of a 1031 tax deferred exchange, Purchaser agrees to cooperate in such efforts, and to sign documents to accomplish such purposes; provided, however, that there shall be no material change in the Transaction from what would result if there was no tax deferred exchange, and provided that Purchaser incurs no additional cost, expense, obligation or liability as a result of such tax deferred exchange. Seller further acknowledges that Purchaser shall have no obligation of any kind for the qualification of the Transaction for a 1031 tax deferred exchange.

27. Miscellaneous.

27.1. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement embodies and constitutes the entire understanding between the parties with respect to the Transaction. No provision hereof may be waived, modified, or amended except by an instrument in writing signed by Purchaser and Seller. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. A facsimile, scanned, or other copy of a signed version of this Agreement has the same effect as an original. Delivery by electronic transmission such as email, download or facsimile shall be deemed effective delivery.

27.2. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, or by confirmed email (read receipt requested and received), or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) Notwithstanding the foregoing, any written communication (including email or fax) sent to a party,

which is actually received by such party, shall constitute notice for all purposes of this Agreement. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Purchaser: Southport Financial Real Estate LLC
5403 West Gray Street
Tampa, Florida 33609
ATTN: Scott Seckinger
Email: sseckinger@sphome.com
Office: (813) 288-6988
Fax: (813) 288-1511

With a copy to: Pepple Cantu Schmidt PLLC
2430 Estancia Boulevard, Suite 114
Clearwater, Florida 33761
ATTN: David O. Cantu
Email: dcantu@pcslegal.com
Office: (727) 724-3222
Fax. No. (727) 726-9272

If to Seller: Fairfax Village Associates, L.P.
Cambridge Square Associates, L.P.
ATTN: John Ed Seehorn
385 Carroll Creek Road
Johnson City, TN 37601
Email: landcruzer2@att.net
Office: (722) 913-2918
Fax: (423) 283-4979

With a copy to: Wilson Worley PC
2021 Meadowview Lane, 2nd. Floor
Kingsport, TN 37660
ATTN: Melanie M. Lamb, Esq.
Email: mlamb@wilsonworley.com
Office: (423) 723-0415
Fax: (423) 723-0430

If to Escrow Agent: As in Section 1.5

27.3. In any legal proceeding arising in connection with this Agreement (including without limitation any arbitration and appellate proceedings as well as any bankruptcy, reorganization, liquidation, receivership or similar proceeding) the substantially non-prevailing party agrees to pay to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees and other legal costs, expended or incurred by the substantially prevailing party in connection therewith (whether incurred before, during, or subsequent to any such action or proceeding).

27.4. Risk of loss or damage to the Property by condemnation, eminent domain, or similar proceedings (or deed in lieu thereof), or by fire or any other casualty, from the Effective Date until the Closing will be on Seller, and thereafter will be on Purchaser. Until the Closing Date, Seller shall maintain casualty insurance insuring the Property in an amount equal to the full insurable replacement cost.

27.5. Casualty Loss.

27.5.1. If at any time prior to the Closing Date, any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall give written notice thereof to Purchaser as soon as possible and in any event within five (5) business days after Seller learns of such destruction or damage, and, within thirty (30) days thereafter, shall provide Purchaser with an

estimate of the cost of restoring the Property to the condition it was in immediately before such damage or destruction from an independent consultant acceptable to Purchaser and Seller. The Closing Date shall be postponed, as required, in order for Seller to have the stipulated time to provide such notice and obtain and provide such estimate to Purchaser. If the cost of restoring and repairing the portion of the Property so damaged to substantially its present condition is not more than One Hundred Fifty Thousand Dollars (\$150,000.00), as reasonably estimated by such independent consultant, then Purchaser shall have no right to terminate this Agreement and shall purchase the Property in its damaged condition and be fully responsible for repair thereto, and at the Closing, Seller shall assign to Purchaser all rights of Seller in and to the property insurance (including rent loss coverage only as to period on or after the Closing Date) currently maintained by Seller, and Purchaser shall receive a credit against the Purchase Price in the amount of any deductible under such property insurance policy, but without any other claim or offset resulting from such destruction or damage; provided, however, that if the rights of Seller in and to such property insurance are not assignable to Purchaser, then Purchaser shall receive at Closing a credit against the Purchase Price in the amount of an independent third party good faith bid obtained by Purchaser for the restoration of the destruction or damage, less the amount of the insurance policy deductible credited as provided above.

27.5.2. If the cost of restoring and repairing the portion of the Property so damaged to substantially its present condition is more than One Hundred Fifty Thousand Dollars (\$150,000.00), as reasonably estimated by such independent consultant acceptable to Purchaser and Seller, then Purchaser shall have the option, to be exercised within twenty (20) business days from the date of Purchaser's receipt of such estimate, to terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser, and neither party hereto shall have any further duties, obligations or liabilities to the other, except as specifically provided herein. The Closing Date shall be postponed, as required, in order for Seller to have the stipulated time to provide such notice and obtain and provide such estimate to Purchaser, and for Purchaser to have the stipulated time to exercise its option to terminate. If Purchaser shall not elect to terminate this Agreement as provided in this Section 27.5.2, then this Agreement shall remain in full force and effect, and Purchaser shall purchase the Property in its damaged condition and be fully responsible for repair thereto, and at the Closing, Seller shall assign to Purchaser all rights of Seller in and to the property insurance (including rent loss coverage) currently maintained by Seller, and Purchaser shall receive a credit against the Purchase Price in the amount of any deductible under such property insurance policy, but without any other claim or offset resulting from such destruction or damage; provided, however, that if the rights of Seller in and to such property insurance are not assignable to Purchaser, then Purchaser shall receive at Closing a credit against the Purchase Price in the amount of an independent third party good faith bid obtained by Purchaser for the restoration of the destruction or damage, less the amount of the insurance policy deductible credited as provided above. Seller shall not negotiate for or agree to an award or settlement without the approval of Purchaser.

27.5.3. Notwithstanding the foregoing, this Section 27.5 shall not apply to any destruction or damage that is restored by Seller to its present condition on or before the Closing Date.

27.6. If at any time prior to the Closing Date, there shall be a taking by eminent domain proceedings or the commencement of any such proceedings, with respect to the Property, Seller shall promptly give written notice thereof to Purchaser, and, if such taking by eminent domain proceedings would result in a Material Change, Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement by giving written notice to Seller within thirty (30) days after Purchaser receives written notice of such proceedings, in which event the Deposits paid shall be immediately refunded to Purchaser, and neither party hereto shall have any further duties, obligations or liabilities to the other, except as specifically provided herein. A "**Material Change**" means a taking that would result in (a) the Property not being in compliance with all laws, rules, and regulations, (b) a diminution in value of the Property or a cost to restore the Property of more than five percent (5%) of the Purchase Price of the Property as estimated by an independent consultant acceptable to Purchaser and Seller. If Purchaser does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards or other proceeds received by Seller (directly or indirectly) with respect to any such taking, and at the Closing Seller shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable

by reason of any taking. Seller shall not negotiate for or agree to an award or settlement without the approval of Purchaser. The Closing Date shall be postponed, as required, in order for the parties to obtain an estimate of the diminution in value or cost to restore and for Purchaser to have the stipulated time to exercise its option to terminate.

27.7. Purchaser shall have the right to assign this Agreement to an Affiliate of Purchaser or the principals of Purchaser, upon written notice to Seller at least five (5) days prior to the Closing Date; provided, however, that any such assignment shall not release the original Purchaser from any obligation or liability under this Agreement arising before or after Closing, including without limitation Surviving Provisions. No other assignment of this Agreement by Purchaser is permitted.

27.8. Seller and Purchaser agree to execute and deliver any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC Section 1445 and regulations promulgated thereunder.

27.9. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

27.10. The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. In computing any period of time pursuant to this Agreement, if the final day of a period, act or event falls on a day which is not a business day, then such final day shall be postponed until the next business day, but the commencement date of the time periods based on such final day shall not be postponed. A business day shall mean Monday through Friday, excluding days designated as a postal holiday by the United States Postal Service.

27.11. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia without regard to its conflict or choice of laws rules.

27.12. EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION OR CONTROL, IF ANY, AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

27.13. As used in this Agreement, "**Affiliate**" means, as to any person or entity: (a) any other person or entity that, directly or indirectly, is in control of, is controlled by or is under common control with such person or entity; or (b) is a director, officer, shareholder, partner, member or associate of such person or entity, or of an Affiliate of such person or entity. "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

27.14. Neither this Agreement, nor any part thereof, nor any memorandum thereof may be recorded. Recording of any such document by, or at the direction of Purchaser, shall be a material default by Purchaser under this Agreement.

[Signatures on following page]

PURCHASER:

Southport Financial Real Estate LLC

By: _____
Name: _____
Title: _____
Date: _____

SELLER:

Cambridge Square Associates, L.P.

By: John Ed Seehorn
Name: John Ed SEEHORN
Title: General Partner
Date: July 2, 2018

Fairfax Village Associates, L.P.

By: John Ed Seehorn
Name: John Ed SEEHORN
Title: General Partner
Date: July 2, 2018

PURCHASER:

Southport Financial Real Estate LLC

By: [Signature]
Name: Scott Seaman
Title: VP
Date: 7/5/18

SELLER:

Cambridge Square Associates, L.P.

By: _____
Name: _____
Title: _____
Date: _____

Fairfax Village Associates, L.P.

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Legal Description of Land

TRACT 1 (Blacksburg Property):

Located in the Town of Blacksburg, Price's Fork Magisterial District, Montgomery County, Virginia, to-wit:

BEGINNING at a pipe found on the western side of the right-of-way of Whipple Drive in the northeast corner of land owned by Fred Skurupey et ux. Thence along Skurupey's line S. 81° 55' 45" W., 149.78 feet to a pipe found in the northwest corner of Skurupey's land. Thence continuing along the western boundary of Skurupey's land S. 08° 04' 26" E., 150.46 feet to rod found in the northern boundary of land owned by John A. Stanger, et ux. Thence along Stanger's line S. 81° 48' 49" W., 276.94 feet to a rod set in the southwest corner of Lot 62 of a map entitled "Map of Alleghany Heights Subdivision", dated September 7, 1945, of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book 137 at page 273. Thence along the western line of Lot 62, N. 18° 53' 26" W., 402.00 feet to rod set on the southern side of the right-of-way of Givens Lane. Thence long Givens Lane N. 72° 17' 47" E., 495.22 feet to a rod set in said right-of-way. Thence along a curve at the southwest intersection of Givens Lane and Whipple Drive, said curve having the following measurements: Δ 99° 19' 51" R 10.00', L 17.34', T 11.78', C 15.25' BR S 58° 02' 18" E, to a rod set on the western side of the right-of-way of Whipple Drive. Thence along Whipple Drive S. 08° 22' 22" E., 317.00 feet to the point of BEGINNING, and containing 4.1730 acres, more or less, as shown on a map entitled "Plat showing Property Surveyed for Poff Construction, Inc. Located in Town of Blacksburg, Price's Fork Magisterial District, Montgomery County, Virginia", dated September 9, 1977, prepared by D. P. Marks, C.L.S.; and being all the property conveyed to Cambridge Square Associates, a Virginia Limited Partnership, by deed of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book 396 at page 280; to all of which reference is hereby expressly made.

THERE IS EXPRESSLY EXCEPTED FROM THIS CONVEYANCE, HOWEVER, all of the property as set out in Case No. CL 10007593, Project U000-150-114, RW201, Parcel 045 set out in Final Order Pursuant to Virginia Code §33.1-129, As Amended, entitled Commissioner of Highways (formerly Commonwealth Transportation Commissioner), Petitioner v. Cambridge Square Associates, a Virginia Limited Partnership et al., Defendants, of record in the aforesaid Clerk's Office as Instrument No. 12003392.

TRACT 2 (Radford Property):

Located in the East Ward of the City of Radford, Virginia, to-wit:

PARCEL NO. 1: BEGINNING at a point at the northeast corner of the intersection of Fairfax Street and Burlington Street. Thence along the eastern boundary of Burlington Street, N. 35° 13' 27" E., 124.58 feet to a point in the southern line of a 15-foot alley. Thence along the southern boundary of said alley, S. 58° 28' 55" E., 680.94 feet to a point in the northern line of Calhoun Street. Thence along Calhoun Street, S. 84° 51' 05" W., 323.20 feet to a point in the northern line of Fairfax Street. Thence along Fairfax Street, N. 49° 24' 05" W., 435.20 feet to the point of BEGINNING, and containing 2.1281 acres, more or less, and shown as Lots 1 through 21, "Map of Spiers et als Subdivision", Block 3 on a plat entitled "Plat Showing Property to be acquired by Fairfax Village Associates, a Virginia Limited Partnership" dated February 1, 1978, prepared by D. P. Marks, C.L.S., which plat is expressly made a part of this conveyance and is to be recorded herewith.

PARCEL NO. 2: BEGINNING at a point at the southeast corner of the intersection of Burlington Street and Fairfax Street. Thence along the southern line of Fairfax Street, S. 49° 24' 05" E., 331.73 feet to a point in the northern line of Calhoun Street. Thence along Calhoun Street N. 86° 02' 55" W., 376.02 feet to a point

on Burlington Street. Thence along Burlington Street N. 32° 58' 27" E., 226.44 feet to the point of BEGINNING, and containing 0.8546 of an acre, more or less, and shown as Lots 1 through 8, "Map of Spiers et als Subdivision", Block 2, on the aforesaid plat dated February 1, 1978.

PARCEL NO. 3: BEGINNING at a point at the western corner of the intersection of Calhoun Street and Burlington Street. Thence along Calhoun Street N. 86° 19' 33" W., 27.50 feet to a point in the northern line of Davis Street. Thence along Davis Street N. 50° 16' 33" W., 191.14 feet to a rod. Thence leaving Davis Street N. 39° 43' 27" E., 130.00 feet to a rod found in the southern line of a 15-foot alley. Thence along said alley S. 50° 23' 10" E., 199.86 feet to a point in the western line of Burlington Street. Thence along Burlington Street S. 32° 58' 27" W., 115.00 feet to the point of BEGINNING, and containing 0.6160 of an acre, more or less, and shown as Lots 10 through 17, "Map of Spiers et als Subdivision", Block 1, on the aforesaid plat dated February 1, 1978.

And being all the property conveyed to Fairfax Village Associates, a Virginia Limited Partnership, by deed of record in the Clerk's Office of the Circuit Court of the City of Radford, Virginia, in Deed Book 97 at page 348; to all of which reference is hereby expressly made.

EXHIBIT B

"Personal Property" means Seller's interest in all of the furniture, fixtures, fittings, apparatus, equipment, machinery, trade names, and other items of tangible and intangible personal property and replacements thereof, if any, affixed or attached to or used in connection with the operation, maintenance, or management of the Improvements, including but not limited to, all permits, warranties, licenses, sweepers, cleaning supplies, tools, office furniture and equipment, stationery, office supplies, and janitorial supplies.

"Intangible Property" means all right, title and interest of Seller in and to all intangible property owned or held for use in connection with the Property or any business or businesses conducted thereon or with the use thereof, to the extent assignable, including but not limited to, air rights, water rights, permits, development rights, approvals, building and trade names (including but not limited to the names "Fairfax Village" and "Cambridge Square"), licenses, warranties, telephone numbers assigned to telephones in the Improvements (other than telephones of tenants), domain names and websites exclusively dedicated to the Improvements, and plans and specifications.

"Improvements" means the apartment buildings constructed upon the Land, known as Fairfax Village and Cambridge Square together with Seller's interest in all machinery, air conditioners, fixtures, and equipment used in the general operation of such buildings and improvements, and/or affixed to or located upon the Land on the Effective Date, along with all accessions and additions thereto, and together with the lessor's or landlord's interest in any tenant leases or occupancy agreements covering all or any portion of such buildings and improvements.

"Accounts" means any and all impound or other accounts held by any party and comprised of monies generated by or relating to the operation of the Property prior to the Closing Date, including but not limited to the residual receipts, replacement reserves, repair reserves, tax impounds, insurance impounds, unpaid limited dividends, any other accounts, utility deposits and, to the extent of Seller's interest therein, security deposits, but specifically excluding Seller's operating cash accounts, cash and cash equivalents, and any refund of prepaid insurance premiums related to the operation of the Property prior to the Closing Date.

EXHIBIT C

- Property Financials
 - 3 years audits
 - Current rent roll including unit types, SF, rent, account balance, security deposit and tenant income
 - Year-end rent rolls for the last 3 years (2015, 2016 & 2017), along with occupancy reports for 2016-2018.
 - 3 years of monthly operating statements
 - Trailing 12 operating statement
 - Current operating budget
 - 12 months of utility bills (water, sewer, electricity, gas)
 - 3 years of capital expenditures
 - Existing payroll schedule
- Property Contracts / Documents
 - Any service contracts (laundry, cable/telcom, copier, trash, etc.)
 - Pest Contract/Termite Contract
 - CO's and business/occupancy licenses
 - Any existing building plans/site plans/drawings
 - Any outstanding code violations
 - Any Regulatory/Use agreements encumbering the property (LURA, EUA)
 - 8609s (if applicable)
- Insurance & Third-Party Reports
 - Current Owner's Title Policy with all exhibits
 - Existing Survey
 - 5 years of loss runs for property and liability insurance
 - Any 3rd party reports (Appraisal, LBP, Phase 1, RCS, termite/WDO, etc.)
- HUD Documents
 - Current HUD rent schedule
 - Current Utility Allowances and most recent submission to HUD (with consumption data)
 - Current HAP renewal, Previous HAP Renewals & Original HAP contract
 - Current and previous REACs and scores
 - Current MOR and score
 - Current AFHMP (Affirmative Fair Housing Marketing Plan)
 - Most recent HAP voucher request

EXHIBIT D

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

(Fairfax Village and Cambridge Square)

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, _____ ("**Assignor**") and _____ ("**Assignee**") hereby agree as follows:

1. This Bill of Sale, Assignment and Assumption Agreement is given pursuant to that certain Purchase and Sale Agreement ("**PSA**") dated as of _____, 20____, between Assignor and Assignee (or its predecessor), as amended, providing for, among other things, the conveyance of the Personal Property, the Tenant Leases, the Contracts, and the Intangible Property described herein.

2. Assignor hereby sells, transfers, assigns and conveys to Assignee:

2.1 All right, title and interest of Assignor in and to all furniture, fixtures, fittings, apparatus, equipment, machinery, and other items of tangible personal property and replacements thereof, if any, affixed or attached to or used in connection with the operation, maintenance, or management of the Improvements, including but not limited to appliances, sweepers, cleaning supplies, tools, office furniture and equipment, stationery, office supplies, and janitorial supplies ("**Personal Property**") located on, and used in connection with the management, maintenance, ownership or operation of that certain land and improvements ("**Real Property**") legally described on Exhibit A, but excluding tangible personal property owned by the tenants of the Real Property under the Tenant Leases (as defined below).

2.2 All right, title and interest of Assignor as lessor in and to any leases ("**Tenant Leases**") relating to the leasing of space or units in the Real Property and all of the rights, interests, benefits and privileges of the lessor thereunder, and all prepaid rents and security and other deposits held by Assignor under the Tenant Leases, subject to all terms, conditions, reservations and limitations set forth in the Tenant Leases and the PSA.

2.3 To the extent assignable, all right, title and interest of Assignor in and to all intangible property ("**Intangible Property**") owned or held for use in connection with the Real Property and/or the Personal Property or any business or businesses conducted thereon or with the use thereof, to the extent assignable, including but not limited to, air rights, water rights, permits, development rights, approvals, building and trade names (including but not limited to the names "Fairfax Village and Cambridge Square"), licenses, warranties, telephone numbers assigned to telephones in the Improvements (other than telephones of tenants), domain names and websites exclusively dedicated to the Improvements, and plans and specifications.

2.4 To the extent assignable, all right, title and interest of Assignor in and to all leases (other than the Tenant Leases), contract rights and agreements ("**Contracts**") related to the Real Property and/or the Personal Property or any business or businesses conducted thereon or with the use thereof, including but not limited to those identified on Exhibit B.

3. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all liabilities, losses, claims, damages, costs or expenses, including, without limitation, reasonable attorneys' fees and costs (collectively, the "**Claims**"), originating prior to the Conveyance Date and arising out of the lessor's obligations under the Tenant Leases, and/or Assignor's obligations under the Contracts, first arising prior to the Conveyance Date, and to the extent accruing through the last day prior to the Conveyance Date.

4. As of the Conveyance Date, Assignee hereby assumes all of Assignor's obligations under the Tenant Leases and the Contracts first arising and accruing on and after the Conveyance Date and agrees to indemnify Assignor against and hold Assignor harmless from any and all Claims originating on or subsequent to the Conveyance Date and arising out of the lessor's obligations under the Tenant Leases, and/or Assignor's obligations under the Contracts, first arising and accruing on and after the Conveyance Date.

5. Assignor hereby represents and warrants that the property conveyed hereunder is free and clear of all liens, leases and encumbrances (except those expressly approved by Purchaser pursuant to the PSA). Except as provided in the immediately preceding sentence and except for the representations and warranties set forth in the PSA with respect to the property conveyed hereunder (which are hereby incorporated herein by this reference as if herein set out in full and shall inure to the benefit of and shall be binding upon Assignee and Assignor and their respective successors and assigns), the property conveyed hereunder is so conveyed in an "as is" condition.

6. This Bill of Sale, Assignment and Assumption is made subject to the title exceptions approved or deemed approved by Assignee pursuant to the PSA.

7. In the event any action be instituted by a party to enforce this Agreement, the prevailing party in such action shall be entitled to such reasonable attorneys' fees, costs and expenses as may be fixed by the court. In addition to the foregoing award of such reasonable attorneys' fees to the prevailing party, the prevailing party in any lawsuit on this Agreement shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment.

8. This Bill of Sale, Assignment and Assumption Agreement may be executed in several counterparts and all so executed shall constitute one Bill of Sale, Assignment and Assumption Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery by electronic transmission such as a facsimile, scanned, or other copy of a signed version of this Bill of Sale, Assignment and Assumption Agreement has the same effect as delivery of an original.

9. As of the date above written, Assignee hereby accepts the foregoing Bill of Sale, Assignment and Assumption Agreement and hereby agrees to assume and discharge, in accordance with the terms thereof, all of the burdens and obligations of Assignor relating to the Tenant Leases, Contracts, and Intangible Property first arising and accruing on and after the Conveyance Date.

[Signatures on following page]

Dated effective as of _____, 20____ (the "**Conveyance Date**").

ASSIGNEE:

ASSIGNOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**EXHIBIT A
TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

Description of Real Property

**EXHIBIT B
TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

List of Contracts

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this 16th day of July, 2018, by and between Fairfax Village Associates, L.P., a Virginia limited partnership and Cambridge Square Associates, L.P., a Virginia limited partnership (hereinafter referred to as "Seller"); and Southport Financial Real Estate LLC (hereinafter referred to as "Purchaser"); and First American Title Insurance Company (hereinafter referred to as "Escrow Agent");

WITNESSETH

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement dated _____, 2018 for the sale and purchase of certain property located in Montgomery County, Virginia and the City of Radford, Virginia and more particularly described on attached "EXHIBIT A" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, Purchaser and Seller desire to have Escrow Agent hold the Earnest Money as required under the Real Estate Purchase Agreement in escrow pursuant to the terms thereof.

NOW, THEREFORE, in consideration of the premises and of good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Purchaser and Seller hereby appoint First American Title Insurance Company as Escrow Agent hereunder.
2. Purchaser has delivered and deposited with Escrow Agent the amount of \$100,000.00 dollars, in the form of cash representing the Earnest Money as required by the Real Estate Purchase Agreement. The Escrow Agent agrees to immediately deposit said funds (if cash) in an interest bearing account with First American Trust, FSB and to hold and disburse said funds, and any interest earned thereon, as hereinafter provided.
3. Upon written notification from Purchaser and Seller that the contemplated sale is to be consummated, Escrow Agent shall deliver the Earnest Money to Seller to be applied to the purchase price and any accrued interest shall be paid to Purchaser, unless otherwise instructed by the parties hereto.
4. Upon written notification from both Purchaser and Seller that the contemplated sale shall not take place, Escrow Agent shall deliver the Earnest Money plus accrued interest, if any, pursuant to joint and written instructions received from both Purchaser and Seller hereto.
5. The Parties hereto covenant and agree that in performing any of its duties under this Agreement, Escrow Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

ESCROW AGREEMENT (continued)

Accordingly, Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to its duties and responsibilities, or (ii) to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in the Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Escrow Agreement.

Purchaser and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including without limitation, reasonable costs of investigation and attorneys' fees and disbursements which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder.

In the event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Escrow Agreement, together with such legal pleading as it deems appropriate, and thereupon be discharged.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

SEE ATTACHED SIGNATURE PAGES

ESCROW AGREEMENT (continued)

PURCHASER:

Southport Financial Real Estate LLC

By: [Signature]
Name: J. David Page
Title: [Signature]

Address:
5403 West Gray Street
Tampa, FL 33609
Phone: (813) 288-1511

SELLER:

Fairfax Village Associates, L.P.

By: [Signature]
Name: John Ed Seehorn
Title: General Partner

SELLER:

Cambridge Square Associates, L.P.

By: [Signature]
Name: John Ed Seehorn
Title: General Partner

Address:
385 Carroll Creek Road
Johnson City, TN 37601
Phone: (722) 913-2918

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: [Signature]
Name: Sandra P. Hartje
Title: Escrow Agent

ESCROW AGREEMENT (continued)

Address:

9011 Arboretum Parkway, Suite 175

Richmond, VA 23236

Phone: (804) 404-4954

EXHIBIT A

Legal Description of Land

TRACT 1 (Blacksburg Property):

Located in the Town of Blacksburg, Price's Fork Magisterial District, Montgomery County, Virginia, to-wit:

BEGINNING at a pipe found on the western side of the right-of-way of Whipple Drive in the northeast corner of land owned by Fred Skurupey et ux. Thence along Skurupey's line S. 81° 55' 45" W., 149.78 feet to a pipe found in the northwest corner of Skurupey's land. Thence continuing along the western boundary of Skurupey's land S. 08° 04' 26" E., 150.46 feet to rod found in the northern boundary of land owned by John A. Stanger, et ux. Thence along Stanger's line S. 81° 48' 49" W., 276.94 feet to a rod set in the southwest corner of Lot 62 of a map entitled "Map of Alleghany Heights Subdivision", dated September 7, 1945, of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book 157 at page 273. Thence along the western line of Lot 62, N. 18° 53' 26" W., 402.00 feet to rod set on the southern side of the right-of-way of Givens Lane. Thence along Givens Lane N. 72° 17' 47" E., 495.22 feet to a rod set in said right-of-way. Thence along a curve at the southwest intersection of Givens Lane and Whipple Drive, said curve having the following measurements: Δ 99° 19' 51" R; 10.00', L 17.34', T 11.78', C 15.25' BR S 58° 02' 18" E, to a rod set on the western side of the right-of-way of Whipple Drive. Thence along Whipple Drive S. 08° 22' 22" E., 317.00 feet to the point of BEGINNING, and containing 4.1730 acres, more or less, as shown on a map entitled "Plat showing Property Surveyed for Poff Construction, Inc. Located in Town of Blacksburg, Price's Fork Magisterial District, Montgomery County, Virginia", dated September 9, 1977, prepared by D. P. Marks, C.L.S.; and being all the property conveyed to Cambridge Square Associates, a Virginia Limited Partnership, by deed of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book 396 at page 280; to all of which reference is hereby expressly made.

THERE IS EXPRESSLY EXCEPTED FROM THIS CONVEYANCE, HOWEVER, all of the property as set out in Case No. CL 10007593, Project U000-150-114, RW201, Parcel 045 set out in Final Order Pursuant to Virginia Code §33.1-129, As Amended, entitled Commissioner of Highways (formerly Commonwealth Transportation Commissioner), Petitioner v. Cambridge Square Associates, a Virginia Limited Partnership et al., Defendants, of record in the aforesaid Clerk's Office as Instrument No. 12003392.

TRACT 2 (Radford Property):

Located in the East Ward of the City of Radford, Virginia, to-wit:

PARCEL NO. 1: BEGINNING at a point at the northeast corner of the intersection of Fairfax Street and Burlington Street. Thence along the eastern boundary of Burlington Street, N. 35° 13' 27" E., 124.58 feet to a point in the southern line of a 15-foot alley. Thence along the southern boundary of said alley, S. 58° 28' 55" E., 690.94 feet to a point in the northern line of Calhoun Street. Thence along Calhoun Street, S. 84° 51' 05" W., 323.20 feet to a point in the northern line of Fairfax Street. Thence along Fairfax Street, N. 49° 24' 05" W., 435.20 feet to the point of BEGINNING, and containing 2.1281 acres, more or less, and shown as Lots 1 through 21, "Map of Spiers et als Subdivision", Block 3 on a plat entitled "Plat Showing Property to be acquired by Fairfax Village Associates, a Virginia Limited Partnership" dated February 1, 1978, prepared by D. P. Marks, C.L.S., which plat is expressly made a part of this conveyance and is to be recorded herewith.

PARCEL NO. 2: BEGINNING at a point at the southeast corner of the intersection of Burlington Street and Fairfax Street. Thence along the southern line of Fairfax Street, S. 49° 24' 05" E., 331.73 feet to a point in the northern line of Calhoun Street. Thence along Calhoun Street N. 85° 02' 55" W., 376.02 feet to a point

on Burlington Street. Thence along Burlington Street N. $32^{\circ} 58' 27''$ E., 226.44 feet to the point of BEGINNING, and containing 0.8546 of an acre, more or less, and shown as Lots 1 through 8, "Map of Spiers et als Subdivision", Block 2, on the aforesaid plat dated February 1, 1978.

PARCEL NO. 3: BEGINNING at a point at the western corner of the intersection of Calhoun Street and Burlington Street. Thence along Calhoun Street N. $86^{\circ} 19' 33''$ W., 27.50 feet to a point in the northern line of Davis Street. Thence along Davis Street N. $50^{\circ} 16' 33''$ W., 191.14 feet to a rod. Thence leaving Davis Street N. $39^{\circ} 43' 27''$ E., 130.00 feet to a rod found in the southern line of a 15-foot alley. Thence along said alley S. $50^{\circ} 23' 10''$ E., 199.86 feet to a point in the western line of Burlington Street. Thence along Burlington Street S. $32^{\circ} 58' 27''$ W., 115.00 feet to the point of BEGINNING, and containing 0.6160 of an acre, more or less, and shown as Lots 10 through 17, "Map of Spiers et als Subdivision", Block 1, on the aforesaid plat dated February 1, 1978.

And being all the property conveyed to Fairfax Village Associates, a Virginia Limited Partnership, by deed of record in the Clerk's Office of the Circuit Court of the City of Radford, Virginia, in Deed Book 97 at page 348; to all of which reference is hereby expressly made.



CITY OF RADFORD, VIRGINIA

Janet H. Jones - Treasurer
619 Second Street Room 164
Radford, VA 24141-1454

REAL ESTATE BILL

Account Number:	01-0000428
Bill Year:	2018
Bill Number:	0788
Map Number	
3-(5)-SEC3-1 THRU 21	
Legal Description	
LOT 1 THRU 21 SPIERS SUBD SEC 3 300 FAIRFAX STREET (3	

001842/3-S 7--B 1

FAIRFAX VILLAGE ASSOCIATES
% VHDA ATTN: TONY WEBB
PO BOX 5127
RICHMOND VA 23220-0127

REAL ESTATE TAX RATE .76

ASSESSMENT			RATES	TAXES	
Land	BLDGS	Total	Tax Rate	Annual Total Tax	FIRST HALF DUE BY 06/05/18
120,800	696,000	816,800	.76	6,207.68	3,103.84

Upon failure to pay tax on or before due date, penalty, interest, and administrative fee will be assessed. Please see reverse side for details.

Total Tax	3,103.84
Penalty	
Interest	
Administrative Fee	
Exon/Relief/Prepaid	
Total Due	3,103.84

Note: If check not honored by bank, there will be a return check fee assessed and this receipt will be void.

Direct inquiries regarding property assessments, valuations, adjustments, or change of address to the Commissioner of Revenue at (540) 731-3613.

Direct inquiries regarding payment to: **TREASURER JANET H. JONES**
(540) 731-3661

Please make checks payable to "City of Radford Treasurer".

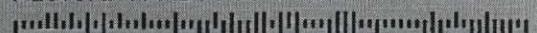
Return this portion with your payment

MTG CODE	Land Assessment	Bldgs Assessment	Total Assessment	Bill Number	Annual Tax Due
	120,800	696,000	816,800	0788	6,207.68
				DUE 06/05/18	3,103.84
				DUE 12/05/18	3,103.84
				Total Paid	

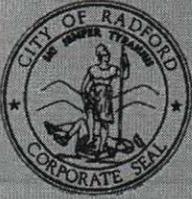
ACCT# 01-0000428 MAP NO: 3-(5)-SEC3-1 THRU 21

FAIRFAX VILLAGE ASSOCIATES
% VHDA ATTN: TONY WEBB
PO BOX 5127
RICHMOND VA 23220-0127

City of Radford Treasurer
619 Second Street Room 164
Radford VA 24141-1454



Upon failure to pay tax by due date penalty, interest, and administrative fee will be assessed. Please see reverse side for details.



CITY OF RADFORD, VIRGINIA

Janet H. Jones - Treasurer
619 Second Street Room 164
Radford, VA 24141-1454

REAL ESTATE BILL

*001842/3--S 7--B 1



FAIRFAX VILLAGE ASSOCIATES
% VHDA ATTN: TONY WEBB
PO BOX 5127
RICHMOND VA 23220-0127

Account Number:	01-0000427
Bill Year:	2018
Bill Number:	0787
Map Number	
3-(5)-SEC 2-1 THRU 8	
Legal Description	
LOT 1 THRU 8 SPIERS SUBD SEC 2 316 CALHOUN STREET	

REAL ESTATE TAX RATE .76

ASSESSMENT			RATES	TAXES	
Land	BLDGS	Total	Tax Rate	Annual Total Tax	FIRST HALF DUE BY 06/05/18
59,200	232,000	291,200	.76	2,213.12	1,106.56
Total Tax					1,106.56
Penalty					
Interest					
Administrative Fee					
Exon/Relief/Prepaid					
Total Due					1,106.56

Upon failure to pay tax on or before due date, penalty, interest, and administrative fee will be assessed. Please see reverse side for details.

Total Tax	1,106.56
Penalty	
Interest	
Administrative Fee	
Exon/Relief/Prepaid	
Total Due	1,106.56

Note: If check not honored by bank, there will be a return check fee assessed and this receipt will be void.

Direct inquiries regarding property assessments, valuations, adjustments, or change of address to the Commissioner of Revenue at (540) 731-3613.

Direct inquiries regarding payment to: **TREASURER JANET H. JONES** (540) 731-3661

Please make checks payable to "City of Radford Treasurer".

Return this portion with your payment

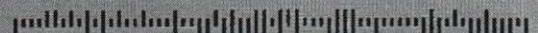
MTG CODE	Land Assessment	Bldgs Assessment	Total Assessment	Bill Number	Annual Tax Due
	59,200	232,000	291,200	0787	2,213.12
				DUE 06/05/18	1,106.56
				DUE 12/05/18	1,106.56
				Total Paid	

ACCT#
01-0000427

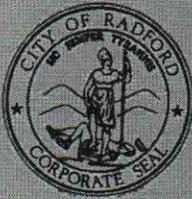
MAP NO:
3-(5)-SEC 2-1 THRU 8

FAIRFAX VILLAGE ASSOCIATES
% VHDA ATTN: TONY WEBB
PO BOX 5127
RICHMOND VA 23220-0127

City of Radford Treasurer
619 Second Street Room 164
Radford VA 24141-1454



Upon failure to pay tax by due date penalty, interest, and administrative fee will be assessed. Please see reverse side for details.



CITY OF RADFORD, VIRGINIA

Janet H. Jones - Treasurer
619 Second Street Room 164
Radford, VA 24141-1454

REAL ESTATE BILL

001842/3--S 7-B 1

FAIRFAX VILLAGE ASSOCIATES
% VHDA ATTN: TONY WEBB
PO BOX 5127
RICHMOND VA 23220-0127

Account Number:	01-0000426
Bill Year:	2018
Bill Number:	0786
Map Number	
3-(5)-SEC 1-10THRU17	
Legal Description	
LOT 10 THRU 17 SPIERS SUBD SEC 1 400 DAVIS STREET	

REAL ESTATE TAX RATE .76

ASSESSMENT			RATES	TAXES	
Land	BLDGS	Total	Tax Rate	Annual Total Tax	FIRST HALF DUE BY 06/05/18
53,000	232,000	285,000	.76	2,166.00	1,083.00

Upon failure to pay tax on or before due date, penalty, interest, and administrative fee will be assessed. Please see reverse side for details.

Total Tax	1,083.00
Penalty	
Interest	
Administrative Fee	
Exon/Relief/Prepaid	
Total Due	1,083.00

Note: If check not honored by bank, there will be a return check fee assessed and this receipt will be void.

Direct inquiries regarding property assessments, valuations, adjustments, or change of address to the Commissioner of Revenue at (540) 731-3613.

Direct inquiries regarding payment to: **TREASURER JANET H. JONES**
(540) 731-3661

Please make checks payable to "City of Radford Treasurer".

Return this portion with your payment

MTG CODE	Land Assessment	Bldgs Assessment	Total Assessment	Bill Number	Annual Tax Due
	53,000	232,000	285,000	0786	2,166.00
				DUE 06/05/18	1,083.00
				DUE 12/05/18	1,083.00
				Total Paid	

ACCT# 01-0000426 MAP NO: 3-(5)-SEC 1-10THRU17

FAIRFAX VILLAGE ASSOCIATES
% VHDA ATTN: TONY WEBB
PO BOX 5127
RICHMOND VA 23220-0127

City of Radford Treasurer
619 Second Street Room 164
Radford VA 24141-1454



Upon failure to pay tax by due date penalty, interest, and administrative fee will be assessed. Please see reverse side for details.

F

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



INSTRUCTIONS FOR THE COMPLETION OF APPENDIX F ARCHITECT'S CERTIFICATION

(This form must be included in the Application – Tab F)

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

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

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

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

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



302 Campusview Drive Suite 208, Columbia, MO 65201

Architect's Certification

Name of Development: Fairfax Village

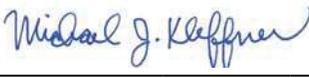
Address of Development: 332 Fairfax St., Radford, VA 24141

Name of Owner: SP Fairfax Cambridge LLC

The architect signing this document is certifying that all unit and site amenities indicated in this certification are incorporated into the development plans and specifications, and that all products necessary to fulfill these representations are available for these purposes. The architect signing this document also certifies their understanding that both the excel application and the information in the architect certification must be the same and discrepancies between the excel application and architect's certification can result in penalties or even disqualification.

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

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

Acknowledged: 

Printed Name: Michael J. Kleffner, Mgr of Wallace Architects LLC

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

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

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

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

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

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

- 1. Average Gross Unit Square Feet:** Measurements Include A Prorata Share of Heated Residential Common Area
- 2. Net Rentable Square Feet:** Measurements *Do Not* Include A Prorata Share of Any Common Area and Reflect All Floor Plans of Each Unit Type (1-BR, 2-BR, etc.) measured from the interior face of the unit perimeter walls

1. Average Gross Unit Square Feet:

(These measurements impact the scoring of tax credit applications)

For purposes of determining the total residential heated square feet (D), the building(s) were measured from the outside face of exterior walls and the centerline of any party walls. All unheated spaces (B) and nonresidential, (income producing commercial spaces) (C) were subtracted from this measurement. Community rooms, laundry rooms, property management offices and apartments, heated maintenance facilities, and other common space designed to serve residential tenants were not deducted. Based on this procedure, I certify the following calculations in determining the usable heated square feet for the above referenced development:

47,900.81	(A) Total gross floor area in (sq. ft.) for the entire development
2,467.81	- (B) Unheated floor area (breezeways, balconies, storage)
0.00	- (C) Nonresidential, (commercial income producing) area
45,433.00	= (D) Total residential heated area (sq. ft.) for the development

INSTRUCTIONS FOR AVERAGE UNIT SQUARE FEET CALCULATIONS:

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

Unit Types	Average Unit Sq. Ft.*	x	Number of Units/Type	=	Total Square Feet
Supportive Housing	0.00		0		0.00
1 Story/EFF-Elderly	0.00		0		0.00
1 Story/1 BR-Elderly	0.00		0		0.00
1 Story/2 BR-Elderly	0.00		0		0.00
Efficiency Elderly	0.00		0		0.00
1 Bedroom Elderly	0.00		0		0.00
2 Bedrooms Elderly	0.00		0		0.00
Efficiency Garden	0.00		0		0.00
1 Bedroom Garden	0.00		0		0.00
2 Bedrooms Garden	917.13		4		3,668.52
3 Bedrooms Garden	0.00		0		0.00
4 Bedrooms Garden	0.00		0		0.00
2+ Story 2 BR Townhouse	843.48		6		5,060.88
2+ Story 3 BR Townhouse	1,170.39		20		23,407.80
2+ Story 4 BR Townhouse	1,329.58		10		13,295.80
Total			40	Total	45,433.00 **

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

2. Net Rentable Square Feet *

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

Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space** 0.00%

	Unit Type	Floor Plan Square Feet	Number of Units This Floor Plan	Total
Mix 1	2 BR - 1 Bath	824.75	4	3299
Mix 2	2 BR - 1 Bath	826.5	6	4959
Mix 3	3 BR - 1.5 Bath	1076.6	20	21532
Mix 4	4 BR - 2 Bath	1260.07	10	12600.7
Mix 5				0
Mix 6				0
Mix 7				0
Mix 8				0
Mix 9				0
Mix 10				0
Mix 11				0
Mix 12				0
Mix 13				0
Mix 14				0
Mix 15				0
Mix 16				0
Mix 17				0
Mix 18				0
Mix 19				0
Mix 20				0
Mix 21				0
Mix 22				0
Mix 23				0
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
Totals			40	42390.7

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

DEV Name: Fairfax Village

Development Amenities:

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

The Minimum Design & Construction Requirements may be found on VHDA's website at.....

www.VHDA.com

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

(Enter TRUE in each box where appropriate)

- FALSE a. The development will have a community/meeting room with a minimum of 749 square feet.
- 0 b.i,ii Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls (excluding triangular gable end area, doors, windows, kneewalls, columns, retaining walls, stairwells and any features that are not a part of the façade) Community buildings are to be included in percentage calculations.
- FALSE c. Water expense will be sub-metered (tenant will pay monthly or bi-monthly bill)
- TRUE d. Each bathroom consists only of Water Sense labeled toilets, faucets and showerheads
- FALSE e. Provide necessary infrastructure in all units for high-speed internet/broadband service.
- TRUE f. Free Wi-Fi access will be provided for community room for resident only usage.
- FALSE g. Each Unit is provided free individual high-speed Internet access
- OR
- FALSE h. Each Unit is provided free individual Wi-Fi access
- FALSE i. Bath fan wired to primary light with delayed timer, or, continuous exhaust by ERV/DOAS OR Bath Fan with humidistat
- TRUE j. Fire Suppression - Cooking surfaces are equipped with fire suppression features
- OR
- FALSE k. Fire Prevention - all Ranges equipped with temperature limiting controls
- FALSE l. Rehab only- Each apartment has dedicated space, drain and electrical hookups to accept a permanently installed dehumidification system OR
- FALSE m. All development types- Each Unit is equipped with a permanent dehumidification system
- FALSE n. All interior doors within units are solid core
- FALSE o. At minimum one USB charging port in each Kitchen, Living room and all bedrooms
- TRUE p. All Kitchen light fixtures are LED and meet MDCR lighting guidelines
- FALSE q. Shelf or ledge outside each primary apartment entry door located in an interior hallway
- FALSE r. New Construction only- Each unit to have balcony or patios minimum depth 5’ clear from face of building. Minimum 30 square feet.

DEV Name: Fairfax Village

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

- FALSE a. All cooking ranges will have front controls
- FALSE b. All full bathrooms will have an independent or supplemental heat source
- FALSE c. All entrance doors have two eye viewers, one at 42" and the other at standard height

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

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

Building Structure:

Number of Stories

- Low-Rise** (1-5 stories with any structural elements being wood frame construction)
- Mid-Rise** (5-7 stories with no structural elements being wood frame construction)
- High-Rise** (8 or more stories with no structural elements being wood frame construction)

Accessibility:

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

I certify that the development plans and specifications meet all requirements of HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act. Complying units must be "permanently accessible," rather than to "adaptable" standards. Please reference Uniform Federal Accessibility Standards(UFAS) for more particular information.

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

- Any development in which (i) the greater of 5 units or 10% of the total # of units will be assisted by HUD project-based vouchers or another form of documented and binding federal, state or locality project-based rent subsidies in order to ensure occupancy by extremely low-income persons; and (ii) the greater of 5 or 10% of the units will conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act.
(All of the units described in (ii) above must include roll-in showers (must contain permanent grab bars and fixed seats), roll under sinks and front controls for ranges unless agreed to by the Authority prior to the applicant's submission of its application.)
60 pts.
- Any development in which the greater of 5 units or 10% of the total # of units (i) have rents within HUD's Housing Choice Voucher payment standard; (ii) conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act
30 pts.
- Any development in which **five percent (5%)** of the total # of units (i) conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act
15 pts.

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

DEV Name: Fairfax Village

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

Signed:	 _____
Printed Name:	<u>Michael J. Kleffner, Mgr of Wallace Architects LLC</u>
Title:	<u>Architect of Record</u>
Virginia Registration #:	<u>0401016665</u>
Phone:	<u>573-256-7200</u>
Date:	<u>1/15/2019</u>

NOTE TO ARCHITECT: If representatians in plans and specifications and/or any information certified in this certification is misrepresented then the architect may be penalized. Any change in this form may result in disqualification or a reduction of points under the scoring system. If you have any questions, please call JD Bondurant at VHDA (804) 343-5725.

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

DEV Name: Fairfax Village



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

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

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

The total number of rental units in this development: 40

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

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

For the tax credit applicant to qualify for points associated with Universal Design, the architect of record must be on VHDA's list of Universal Design certified architects. VHDA Universal Design Certifications are only valid for 2019 applications if certification date is after January 1, 2014

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

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

Signed: Michael J. Kleffner

Printed Name: Michael J. Kleffner, Mgr of Wallace Architects LLC
Architect of Record
(same individual as on page 7)

Date: 1/15/19



Appendix F
RESNET Rater Certification of Development Plans

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

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

In addition provide HERS rating documentation as specified in the manual

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

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

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

Additional Optional Certifications

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

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

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

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

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

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

Signed: [Signature]

Date: 1/28/19

Printed Name: Matt Waring
RESNET Rater

Resnet Provider Agency
Viridiant

Signature [Signature]

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

G

Zoning Certification Letter
(MANDATORY)



Zoning Certification

DATE: January 15, 2019

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

RE: ZONING CERTIFICATION

Name of Development: Fairfax Village Apartments

Name of Owner/Applicant: SP Fairfax Cambridge LLC

Name of Seller/Current Owner: Fairfax Village Associates

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

DEVELOPMENT DESCRIPTION:

Development Address:

300 Fairfax Street; Radford, VA 24141

316 Calhoun Street, Radford, VA 24141

400 Davis Street, Radford, VA 24141

Legal Description:

Parcels 010000428, 010000427 & 010000426

Proposed Improvements:

<input type="checkbox"/> New Construction:	<u> </u> # Units	<u> </u> # Buildings	<u> </u> Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u> </u> # Units	<u> </u> # Buildings	<u> </u> Total Floor Area Sq. Ft.
<input checked="" type="checkbox"/> Rehabilitation:	<u>40</u> # Units	<u>5</u> # Buildings	<u>45,433</u> Total Floor Area Sq. Ft.



Zoning Certification cont'

Current Zoning: R-4 multl family allowing a density of units per acre, and the following other applicable conditions:

Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following as appropriate:

- Checked box: 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.
Unchecked box: 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.

Handwritten signature of Melissa Skelton

Melissa Skelton
Printed Name

Community Development Director
Title of Local Official or Civil Engineer

540-731-3603
Phone:

January 15, 2019
Date:

H

Attorney's Opinion
(MANDATORY)

PEPPLE CANTU SCHMIDT PLLC

2430 Estancia Boulevard, Suite 114, Clearwater, FL 33761

January 23, 2019

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

Re: 2019 Tax Credit Reservation Request

Name of Development: Fairfax Village Apartments
Name of Owner: SP Fairfax Cambridge LLC

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated January 23, 2019 (of which this opinion is a part) (the "**Application**") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("**Credits**") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Code**"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "**Regulations**").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. 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.

Seattle Office

1000 Second Avenue, Suite 2950
Seattle, WA 98104
(206) 625-1711

Web

PCSLEGAL.COM

4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.

5. After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.

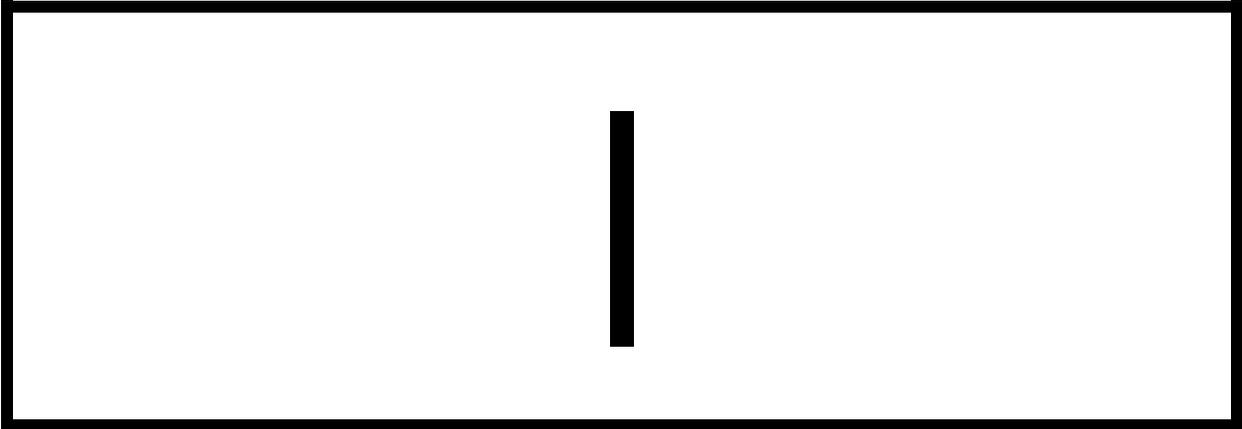
Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code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

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

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

Very truly yours,


Pepple Cantu Schmidt PLLC



Nonprofit Questionnaire

(MANDATORY for points or pool)

This deal does not require
information behind this tab.

J

Relocation Plan

(MANDATORY, if tenants are displaced)

Southport Development, Inc.

Fairfax Village Apartments

332 Fairfax St, Radford, VA 24141

Tenant Relocation Plan

January 2019

Southport Development, Inc. (the “Developer”) is a highly experienced owner of affordable housing communities throughout the nation. SP Fairfax Cambridge LLC (the “Owner/Borrower”) is applying for 4% Low-Income Housing Tax Credits through VHDA to acquire and substantially rehabilitate Fairfax Village Apartments, located at 332 Fairfax Street in Radford, VA, an existing 40-unit affordable housing community (the “Property”).

The rehab at Fairfax Village Apartments will be performed with tenants in place. No relocation will be required as no plumbing or electrical work will entail any disruption for more than a couple of hours. In no event will electrical or plumbing services be disconnected overnight. Rehabilitation work will be performed Monday through Friday only with no tenant disruption during the weekend. Please see attached construction schedule. Tenants will each be provided five (5) storage containers to place loose personal belongings during the property rehabilitation.

Owner will maintain records throughout the rehabilitation process. Records will be available for inspection during site visits and/or inspections. These records will include current rent rolls, notices, comments, complaints, and questions from tenants, tenant expenditure and reimbursement records, and tracking of units being rehabbed during process.

Kitchens:

Two units a day will have the kitchens rehabilitated with new cabinets, appliances, faucet, sink. This is a two day process. Day one will include demo, existing cabinet removal, and paint. Day two will be installing of new cabinets, sink, and faucet. At the end of day one since the tenant will not have access to their cabinets the Developer will provide each unit with a \$25 gift card for the inconvenience. The tenant’s refrigerator will never be unplugged, and tenants will have access through out rehabilitation.

Bathrooms:

Two to three units per day will have their bathrooms rehabilitated. Tenants will only have very minor interruption in the use of their bathroom and it will never be disconnected overnight. The bathrooms will receive new low flow toilets, low flow showerheads, sinks, and low flow sink faucets. The plumber will start in unit one first thing in the morning and quickly replace all items listed above. The contractors estimate is that they will not lose bathroom capabilities for more than two hours. During that time the common area bathrooms will be open and available to all tenants.

Southport Development, Inc. will use one of the vacant units on site as a hospitality suite during the week. Tenants can use this space as a common space to retreat from the rehabilitation work in their unit if they so choose. This space has a kitchen that will be stocked with refreshments. The space is heated and cooled by a central heating and air condition system. The unit will be furnished, and tenants will have access to a television with cable provided by the owner/developer.

The Owner/Borrower plans to execute a construction contract with an experienced VA licensed general contractor (the “Contractor”), that has completed numerous affordable-housing rehabilitations of this type. The Developer intends to invest over \$30,000 per unit in total construction costs. All costs associated with the relocation will be paid through the development/rehabilitation budget and not by the property.

The Owner and Contractor agree to conduct its relocation plan according to the general requirements and principals set forth in the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (“URA”) as follows:

- a) Tenants will be provided with daily access during business hours to an adviser, the Temporary Relocation Manager. The Owner, working with the Temporary Relocation Manager where appropriate will:
 - a. Provide notice of the date and approximate duration of the all work occurring in each unit;
 - i. Upon closing new owner will provide all residents with an Introduction/New Owner Notice and the General Information/Non Displacement Notice. These will notify of new ownership, management, house rules, Tenant Selection plan, and provide the rehabilitation non-displacement information.
 - b. Provide notice of scheduled rehab of each unit and of the location of onsite hospitality suite; A sample is attached.
 - c. Assist the tenant to calculate and make a claim for reimbursement of out-of-pocket expenses; and
 - d. Assist in processing any grievances and keeping appropriate records.
- b) All costs of moving, all other reasonable out of pocket costs related to a tenant’s relocation costs if a temporary relocation is required will be paid by the Owner.

Contingency Plan:

In the event an unforeseen construction emergency occurs during construction causing tenant displacement from their unit the Owner and Developer will work with tenants to move them offsite for a limited period of time. The contingency plan would be to move tenants to a nearby hotel for up to two nights while the issue is rectified in the tenant’s unit. The hotel will meet HUD standards and terms of physical condition and will be inspected and approved prior to occupancy by the tenant. At that time the Owner and Developer will cover all costs for hotel stay, per diem, and mileage to and from the hotel to Fairfax Village Apartments from the development/rehabilitation budget.

K

Documentation of
Development Location:

This deal does not require
information behind this tab.

K.1

Revitalization Area
Certification

This deal does not require
information behind this tab.

Due to the lapse in Congressional Appropriations for Fiscal Year 2019, the U.S. Department of Housing and Urban Development (HUD) is closed. HUD websites will not be updated until further notice. For more information, see HUD Contingency Plan for Possible Lapse in Appropriations.



HOME

ABOUT PD&R

RESEARCH & PUBLICATIONS

DATA SETS

INITIATIVES

QUICK LINKS

EVENTS



2018 and 2019 Small DDAs & QCTs

332 fairfax st, radford, va

Go

Select a State

Select a County

Go

Map Options : [Clear](#) | [Reset](#) | [Full Screen](#)

QCT Legend:

Tract Outline



LIHTC Project



2019 Qualified Census Tracts

SADDA Legend (%):

FMR Boundary

SADDA Boundary



2019 Small DDA

[Hide the overview](#)

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.

Map Options

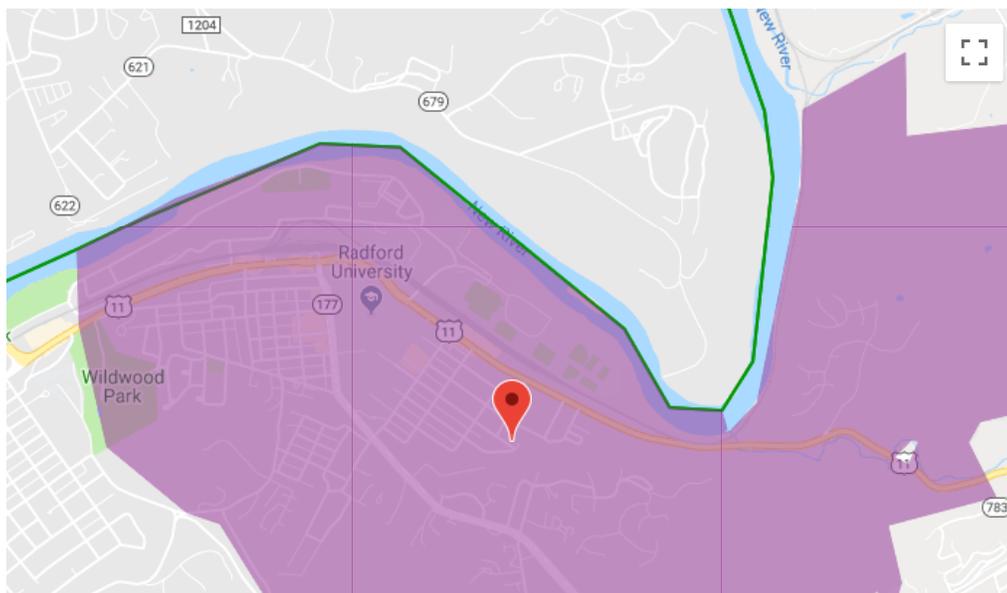
14 Current Zoom Level

- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

[Click here for full screen map](#)

Select Year

- 2019
- 2018



Map [Report a map error](#)

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- Aligning Affordable Rental Housing
- Interagency Physical Inspection Alignment

Research

- Case Studies
- Data Sets
- Periodicals
- Regulatory Barriers Clearinghouse
- Reports
- The Edge

Reference

- Bibliographic Database
- Data Sets Reference Guide
- Guidelines for Preparing a Report for Publication
- HUD Historical Timeline
- Programs of HUD

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HUD USER

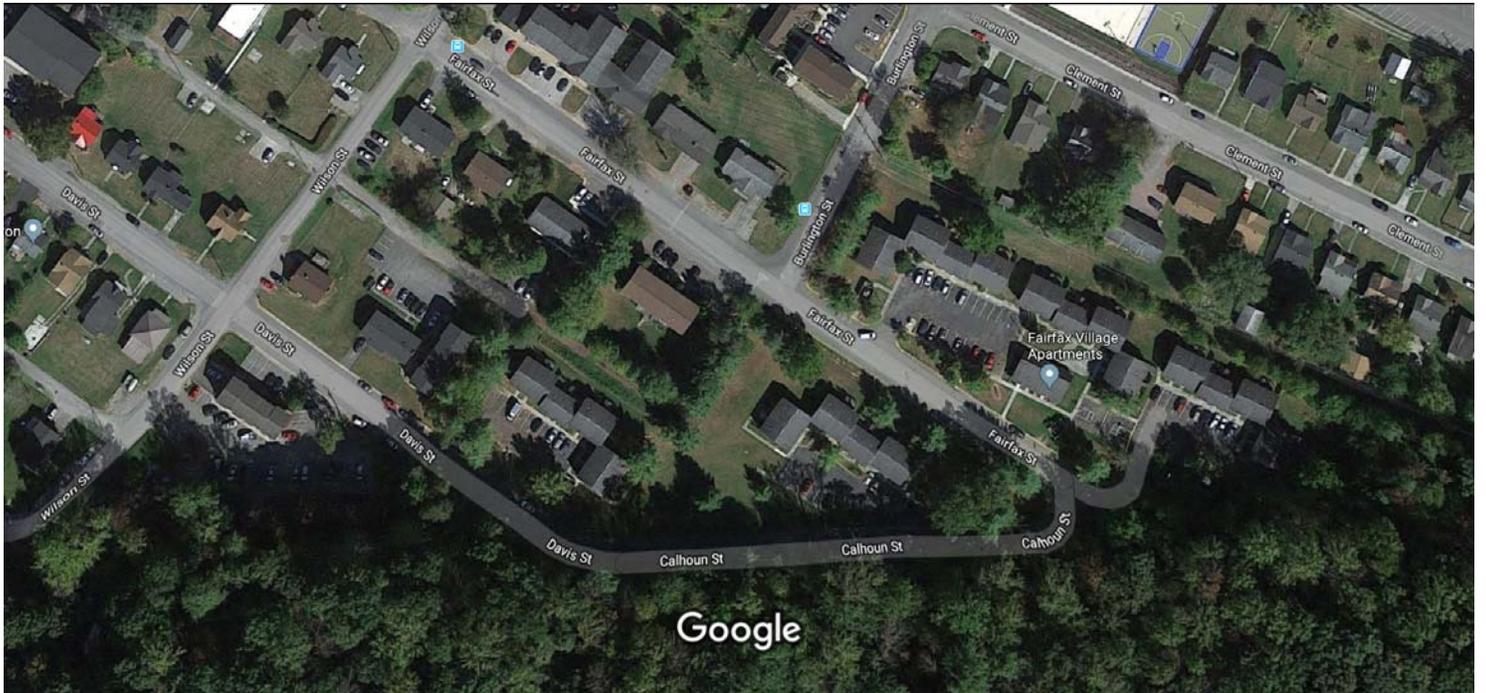
P.O. Box 23268, Washington, DC 20026-3268

Toll Free: 1-800-245-2691 **TDD:** 1-800-927-7589

Local: 1-202-708-3178 **Fax:** 1-202-708-9981

K.2

Location Map



Imagery ©2019 Google, Map data ©2019 Google 100 ft



Map data ©2019 Google 500 ft

K.3

Surveyor's Certification of
Proximity to Public
Transportation



BALZER
& ASSOCIATES
 PLANNERS / ARCHITECTS
 ENGINEERS / SURVEYORS

448 Peppers Ferry Rd NW
 Christiansburg, VA 24073
 540.381.4290
 www.balzer.cc

Roanoke
 Richmond
 New River Valley
 Staunton
 Harrisonburg
 Lynchburg

Surveyor's Certification of Proximity to Transportation

DATE: 2/01/2019

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

RE: 2019 Tax Credit Reservation Request
 Name of Development: Fairfax Village Apartments
 Name of Owner: SP Fairfax Cambridge LLC

Gentlemen:

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

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

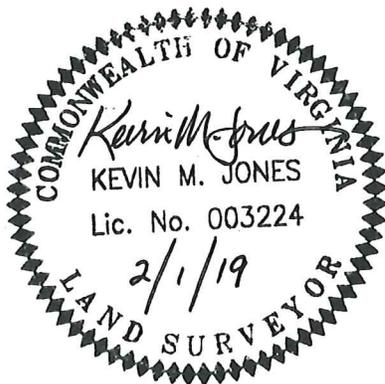
- 2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.

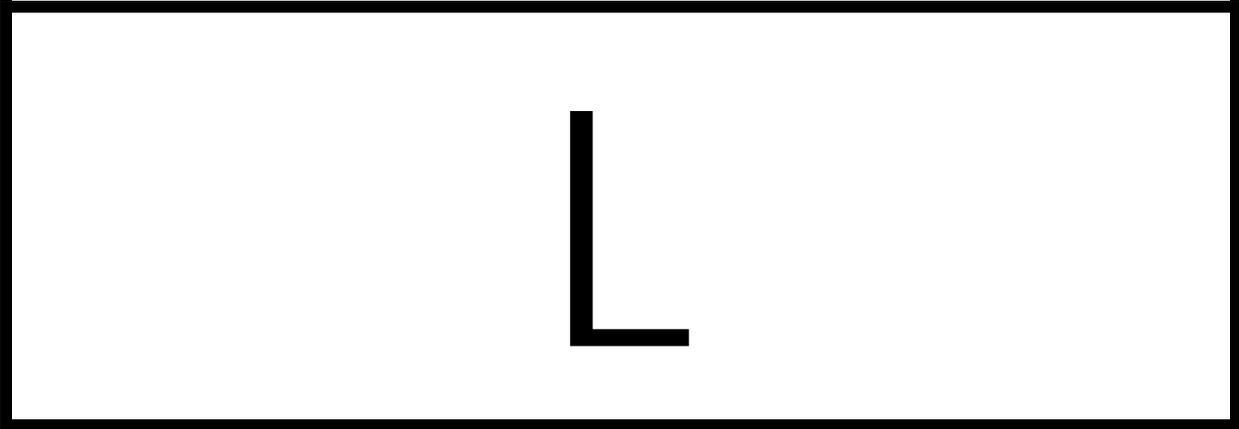
Baler and Associates, Inc.

 Firm Name

By: Kevin M. Jones

Its: Associate, Land Surveyor
 Title





L

PHA/Section 8 Notification
Letter

This deal does not require
information behind this tab.

This deal does not require
information behind this tab.

M

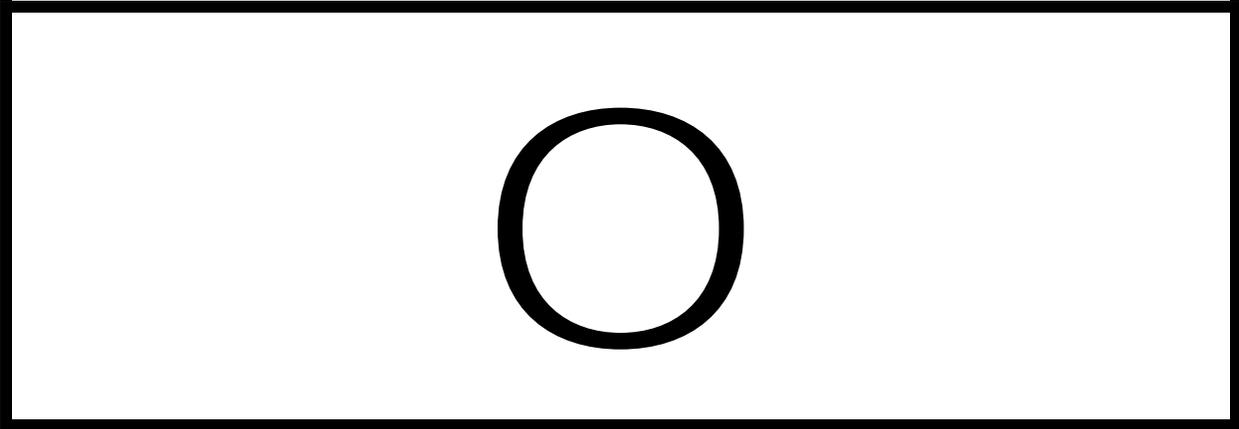
Locality CEO Response
Letter

This deal does not require
information behind this tab.

N

Homeownership Plan

This deal does not require
information behind this tab.



O

Plan of Development
Certification Letter



Plan of Development Certification

DATE: January 30, 2019

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

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development: Fairfax Village Apartments

Name of Owner/Applicant: SP Fairfax Cambridge LLC

Name of Seller/Current Owner: Fairfax Village Associates

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

DEVELOPMENT DESCRIPTION:

Development Address:

300 Fairfax Street; Radford, VA 24141

316 Calhoun Street, Radford, VA 24141

400 Davis Street, Radford, VA 24141

Legal Description:

Parcels 010000428, 010000427 & 010000426

Plan of Development Number:



Proposed Improvements:

<input type="checkbox"/> New Construction:	_____	# Units	_____	# Buildings	_____	Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	_____	# Units	_____	# Buildings	_____	Total Floor Area Sq. Ft.
<input checked="" type="checkbox"/> Rehabilitation:	<u>40</u>	# Units	<u>5</u>	# Buildings	<u>45,433</u>	Total Floor Area Sq. Ft.

Other Descriptive Information:

Proposed project involves the acquisition and rehabilitation of the existing 40 unit
Property - no new units will be constructed

LOCAL CERTIFICATION:

Check one of the following as appropriate:

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


Signature

Melissa Skelton
Printed Name

Community Development Director
Title of Local Official or Civil Engineer

540-731-3603
Phone:

January 30, 2019
Date:

P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements

This deal does not require
information behind this tab.

Q

Documentation of Rental
Assistance

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM
HOUSING FINANCE AND DEVELOPMENT AGENCIES

PART I OF THE

HOUSING ASSISTANCE PAYMENTS CONTRACT

NEW CONSTRUCTION OR SUBSTANTIAL REHABILITATION

MASTER SECTION 8 ACC NUMBER: P-5512	ACC LIST NUMBER AND DATE: P-78-002 3/8/78 P-80-089 1/28/80	NEW CONSTRUCTION PROJECT NUMBER: or VA 36-H027-091 SUBSTANTIAL REHABILITATION PROJECT NUMBER:
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This Housing Assistance Payments Contract ("Contract") is entered into by and between the Virginia Housing Development Authority a housing finance agency ("HFA"), which is a public housing agency as defined in the United States Housing Act of 1937, 42 U.S.C. 1437, et seq. ("Act"), at section 1437a(6), and Fairfax Village Associates ("Owner"), and approved by the United States of America acting through the Department of Housing and Urban Development ("Government"), pursuant to the Act and the Department of Housing and Urban Development Act, 42 U.S.C. 3531, et seq.

The parties hereto agree as follows:

1.1 SIGNIFICANT DATES AND OTHER ITEMS: CONTENTS OF CONTRACT.

- a. Effective Date of Contract. The effective date of this Contract is See Execution Pages, 19___. [This date shall be no earlier than the date of submission by the HFA to the Government of the certifications required by 24 CFR, Section 883.316(a).]
- b. Initial Term of Contract. The initial term of this Contract (see Section 1.4a) shall be 5 years [not to exceed five years], beginning with the effective date of this Contract and ending See Execution Pages, 19__.
- c. Number and Length of Optional Additional Terms. The number and length of optional additional terms (see Section 1.4a) shall be 7 terms of 5 years each [not to exceed five years each].
- d. Maximum Total Term of Contract. The maximum total term of this Contract for any unit, including all renewals, shall be as specified in Section 1.4a.
- e. Fiscal Year. The ending date of each Fiscal Year (see Section 1.4b) shall be June 30 [insert March 31, June 30, September 30, or December 31, as determined by the Government].
- f. Annual Contributions Contract. The Annual Contributions Contract applicable to this Contract ("ACC") (see Section 1.5a) is the ACC dated March 22, 1978, with respect to Project No. VA 36-H027-091.
- g. Maximum Housing Assistance Commitment. The maximum amount of the commitment for housing assistance payments under this Contract (see Section 1.6a) is \$ 183,600 per annum. [Enter amount specified in the ACC for housing assistance payments, exclusive of the Financing Cost Contingency.] This amount shall be subject to increase pursuant to Section 1.5c(2) or 1.5f(3) of the Agreement or Section 1.9e(3) of this Contract, as appropriate.
- h. Percent of Units to be Leased to Very Low-Income Families. In the initial renting of the Contract Units, the minimum percentage of those units required to be leased to Very Low-Income Families (see Section 1.10c(1)) shall be 30 percent.
- i. Contents of Contract. This Contract consists of Part I, Part II, and the following exhibits:
Ex A: The schedule showing the number of units by size ("Contract Units") and their applicable rents ("Contract Rents");
Exhibit B: The project description;
Exhibit C: The statement of services, maintenance and utilities to be provided by Owner;
Exhibit D: The Affirmative Fair Housing Marketing Plan, if applicable; and
Additional exhibits: [Specify additional exhibits, if any. If none, insert "None."] None

This Contract, including said exhibits, comprises the entire agreement between the parties hereto with respect to the matters contained herein, and neither party is bound by any representations or agreements of any kind except as contained herein or except agreements entered into in writing which are not inconsistent with this Contract.

1.2 OWNER'S WARRANTIES.

- a. Legal Capacity. The Owner warrants that he has the legal right to execute this Contract and to lease dwelling units covered by this Contract.
- b. Completion of Work. The Owner warrants that the project as described in Exhibit B is in good and tenantable condition and that the project has been completed in accordance with the terms and conditions of the Agreement to Enter into Housing Assistance Payments Contract ("Agreement") or will be completed in accordance with the terms on which the project was accepted. The Owner further warrants that he will remedy any defects or omissions covered by this warranty if called to his attention within 12 months of the effective date of this Contract. The Owner and the HFA agree that the continuation of this Contract shall be subject to the conditions set forth in Section 1.4b of the Agreement.

1.3 FAMILIES TO BE HOUSED: HFA ASSISTANCE.

- a. Families to Be Housed. The Contract Units are to be leased by the Owner to eligible Lower-Income Families ("Families") for use and occupancy by such Families solely as private dwellings.
- b. HFA Assistance.
 - (1) The HFA hereby agrees to make housing assistance payments on behalf of Families for the Contract Units, to enable such Families to lease Decent, Safe, and Sanitary housing pursuant to section 8 of the Act. Such housing assistance payments shall equal the difference between the Contract Rents for units leased by Families and the portion of such rents payable by Families as determined by the Owner in accordance with schedules and criteria established by the Government.

(2) If there is an Allowance for Utilities and Other Services and if such Allowance exceeds the Gross Family Contribution, the Owner shall pay the Family the amount of such excess on behalf of the HFA upon receipt of funds from the HFA for that purpose.

1.4 TERM OF CONTRACT; FISCAL YEAR.

a. Term of Contract.

[Alternative provisions—incorporate alternative 1, 2, or 3, as applicable.]

ALTERNATIVE 1—GENERAL:

The initial term of this Contract shall be as stated in Section 1.1b. This Contract may be renewed for the number and length of additional terms stated in Section 1.1c, provided that the total Contract term for any unit, including all renewals, shall not exceed the shorter of (1) 40 years or (2) a period terminating on the date of the last payment of principal due on the permanent financing [insert in (1) a number of years equal to the maximum anticipated number of years during which assistance payments will be made, not to exceed 40 years]. Renewals shall be automatic unless either party notifies the other in writing, no later than 60 days prior to the expiration of the current term, of his desire not to renew, and the other party agrees in writing that there shall be no renewal. If the project is completed in stages, the dates for the initial term and renewal terms shall be separately related to the units in each stage; Provided, however, that the total Contract term for all the stages, beginning with the effective date of the Contract with respect to the first stage, shall not exceed the total Contract term for any unit specified in this paragraph, plus two years. In any case where the project is owned by, or financed by a loan or loan guarantee from, a State or local agency, the housing assistance payments pursuant to this Contract with respect to any dwelling unit shall be payable over a period not to exceed 40 years.

~~ALTERNATIVE 2—FOR MOBILE HOMES PROJECT:~~

~~In the case of mobile homes, the initial term of this Contract for each mobile home shall be as stated in Section 1.1b. This Contract may be renewed with respect to any mobile home for the number and length of additional terms as stated in Section 1.1c, provided that the total Contract term for any mobile home, including all renewals, shall not exceed _____ years. [Insert number as authorized by the Government pursuant to 24 CFR, Section 883.206.] Renewals shall become effective only if either party gives written notice, with a copy to the Government, no later than 60 days prior to the expiration of the current term, of his desire to renew, and the other party and the Government give their written concurrence and approval, respectively, before the expiration of the current term. If the project is completed in stages, the dates for the initial term and renewal terms shall be separately related to the mobile home in each stage; Provided, however, that the total Contract term for all the stages, beginning with the effective date of the Contract with respect to the first stage, shall not exceed the total Contract term stated in Section 1.1d, plus two years. For purposes of this paragraph a, the term "mobile home" means the original mobile home and any replacement(s), combined.~~

ALTERNATIVE 3—FOR CERTAIN SUBSTANTIAL REHABILITATION PROJECTS:

For a Substantial Rehabilitation project, where the relative cost of the rehabilitation is less than 15 percent of the value of the project after completion of the rehabilitation, the Contract shall be for one term of not more than five years for any dwelling unit. If the project is completed in stages, this term shall be separately related to the units in each stage; Provided, however, that the total Contract term for all the stages, beginning with the effective date of the Contract with respect to the first stage, shall not exceed said Contract term, plus two years.

- b. Fiscal Year. The Fiscal Year for the project shall be the 12-month period ending on the date stated in Section 1.1e; Provided, however, that the first Fiscal Year for the project shall be the period beginning with the effective date of the Contract and ending on the last day of said established Fiscal Year which is not less than 12 months after such effective date. If the first Fiscal Year exceeds 12 months, the maximum total annual housing assistance payment in Section 1.6a may be adjusted by the addition of the pro rata amount applicable to the period of operation in excess of 12 months.

1.5 ANNUAL CONTRIBUTIONS CONTRACT.

- a. Identification of Annual Contributions Contract. The HFA has entered into an Annual Contributions Contract with the Government, as identified in Section 1.1f, under which the Government will provide financial assistance to the HFA pursuant to section 8 of the Act for the purpose of making housing assistance payments. A copy of the ACC shall be provided upon request.
- b. HFA Pledge of ACC Payments. The HFA hereby pledges to the payment of housing assistance payments pursuant to this Contract and the annual contributions payable under the ACC for such housing assistance payments. The HFA shall not, without the consent of the Owner, amend or modify the ACC in any manner which would reduce the amount of such annual contributions, except as authorized in the ACC and this Contract.
- c. Government Approval of Housing Assistance Payments Contract. The approval of this Contract by the Government signifies that the Government has executed the ACC and that the ACC has been properly authorized; that the faith of the United States is solemnly pledged to the payment of annual contributions pursuant to said ACC; and that funds have been obligated by the Government for such payments to assist the HFA in the performance of its obligations under the Contract.

1.6 MAXIMUM HOUSING ASSISTANCE COMMITMENT; PROJECT ACCOUNT.

- a. Maximum Housing Assistance Commitment. Notwithstanding any other provisions of this Contract (other than paragraph b of this Section) or any provisions of any other contract between the HFA and the Owner, the HFA shall not be obligated to make and shall not make any housing assistance payments under this Contract in excess of the amount per annum stated in Section 1.1g; Provided, however, that this amount shall be reduced commensurately with any reduction in the number of Contract Units or in the Contract Rents or pursuant to any other provision of the ACC or this Contract (except reductions in Contract Rents pursuant to Section 1.9c(1)).
- b. Project Account. As provided in the ACC, in order to assure that housing assistance payments will be increased on a timely basis to cover increases in Contract Rents or decreases in Family Incomes:
- (1) A Project Account shall be established and maintained, in an amount as determined by the Government consistent with its responsibilities under section 8(c)(6) of the Act, out of amounts by which the Maximum ACC Commitment per year (exclusive of any Financing Cost Contingency) exceeds amounts paid under the ACC for any Fiscal Year. This account shall be established and maintained by the Government as a specifically identified and segregated account. To the extent funds are available in said account, the maximum total annual housing assistance payments for any Fiscal Year may exceed the maximum amount stated in paragraph a of this Section to cover increases in Contract Rents or decreases in Family Incomes (see Section 1.9). Any amount remaining in said account after payment of the last housing assistance payment with respect to the project shall be applied by the Government in accordance with law.
 - (2) Whenever the Government approved estimate of the required Annual Contribution exceeds the Maximum ACC Commitment then in effect (exclusive of any Financing Cost Contingency), and would cause the amount in the Project Account to be less than an amount equal to 40 percent of such Maximum ACC Commitment, the Government shall, within a reasonable period of time, take such additional steps authorized by section 8(c)(6) of the Act as may be necessary to carry out this assurance, including (as provided in that section of the Act) "the reservation of annual contributions authority for the purpose of amending housing assistance contracts or the allocation of a portion of new authorizations for the purpose of amending housing assistance contracts."

1.7 HOUSING ASSISTANCE PAYMENTS TO OWNERS.

a. General.

- (1) Housing assistance payments shall be paid to the Owner for units under lease by Families in accordance with the Contract. The housing assistance payment will cover the difference between the Contract Rent and that portion of said rent payable by the Family as determined in accordance with the Government-established schedules and criteria.
- (2) The amount of housing assistance payment payable on behalf of a Family and the amount of rent payable by such Family shall be subject to change by reason of changes in Family Income, Family composition, or extent of exceptional medical or other unusual expenses in accordance with the Government-established schedules and criteria; or by reason of adjustment by the HFA of any applicable Allowance for Utilities and Other Services. Any such change shall be effective as of the date stated in a notification of such change to the Family.

- b. Vacancies During Rent-up. If a Contract Unit is not leased as of the effective date of the Contract, the Owner shall be entitled to housing assistance payments in the amount of 80 percent of the Contract Rent for the unit for a vacancy period not exceeding 60 days from the effective date of the Contract, provided that the Owner (1) commenced marketing and otherwise complied with Section 1.3b of the Agreement, (2) has taken and continues to take all feasible actions to fill the vacancy, including, but not limited to, contacting applicants on his waiting list, if any, requesting the HFA and other appropriate sources to refer eligible applicants, and advertising the availability of the unit, and (3) has not rejected any eligible applicant, except for good cause acceptable to the HFA.

c. Vacancies After Rent-up.

- (1) If a Family vacates its unit (other than as a result of action by the Owner which is in violation of the Lease or the Contract or any applicable law), the Owner shall receive housing assistance payments in the amount of 80 percent of the Contract Rent for a vacancy period not exceeding 60 days; Provided, however, that if the Owner collects any of the Family's share of the rent for this period in an amount which, when added to the 80 percent payments, results in more than the Contract Rent, such excess shall be payable to the Government or as the Government may direct. (See also Section 1.10b.) The Owner shall not be entitled to any payment under this subparagraph unless he: (i) immediately upon learning of the vacancy, has notified the HFA of the vacancy or prospective vacancy and the reasons for the vacancy, and (ii) has taken and continues to take the actions specified in paragraphs b(2) and b(3) of this Section.
- (2) If the Owner evicts a Family, he shall not be entitled to any payment under paragraph c(1) of this Section unless the request for such payment is supported by a certification that (i) he gave such Family a written notice of the proposed eviction, stating the grounds and advising the Family that it had 10 days within which to present its objections to the Owner in writing or in person and (ii) the proposed eviction was not in violation of the Lease or the Contract or any applicable law.

- d. Limitation on Payments for Vacant Units. The Owner shall not be entitled to housing assistance payments with respect to vacant units under this Section to the extent he is entitled to payments from other sources (e.g., payments for losses of rental income incurred for holding units vacant for relocations pursuant to Title I of the Housing and Community Development Act of 1974 or payments under Section 1.10b of this Contract).

- e. HFA Not Obligated for Family Rent. The HFA has not assumed any obligation for the amount of rent payable by any Family or the satisfaction of any claim by the Owner against any Family other than in accordance with Section 1.10b of this Contract.

f. Owner's Monthly Requests for Payments.

- (1) The Owner shall submit monthly requests to the HFA or as directed by the HFA for housing assistance payments. Each such request shall set forth: (i) the name of each Family and the address and/or number of the unit leased by the Family; (ii) the address and/or the number of units, if any, not leased to Families for which the Owner is claiming payments; (iii) the Contract Rent as set forth in Exhibit A for each unit for which the Owner is claiming payments; (iv) the amount of rent payable by the Family leasing the unit (or, where appropriate, the amount to be paid the Family in accordance with Section 1.3b(2)); and (v) the total amount of housing assistance payments requested by the Owner.
- (2) Each of the Owner's monthly requests shall contain a certification by him that to the best of his knowledge and belief (i) the dwelling unit is in Decent, Safe, and Sanitary condition, (ii) all the other facts and data on which the request for funds is based are true and correct, (iii) the amount requested has been calculated in accordance with the provisions of this Contract and is payable under the Contract, and (iv) none of the amount claimed has been previously claimed or paid.
- (3) If the Owner has received an excessive payment, the HFA or the Government, in addition to any other rights to recovery, may deduct the amount from any subsequent payment or payments.
- (4) The Owner's monthly requests for housing assistance payments shall be made subject to penalty under 18 U.S.C. 1001, which provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

g. Recoupment of Savings in Financing Cost.

- (1) In the event that interim financing is used and is continued after the first year of the term of the Contract and the debt service of the interim financing for any period of three months, after such first year, is less than the anticipated debt service under the permanent financing on which the Contract Rents were based, an amount reflecting the savings in financing cost, computed in accordance with paragraph g(2) of this Section, shall be credited by the Government to the Project Account, and withheld from housing assistance payments to the Owner. If during the course of the same year there is any period of three months in which the debt service is greater than the anticipated debt service under the permanent financing, an adjustment shall be made so that only the net amount of savings in financing cost for the year is credited by the Government to the Project Account and withheld by the HFA from the Owner as aforesaid (no increased payments shall be made to the Owner on account of any net excess for the year of actual interim debt service over the anticipated debt service under the permanent financing). Nothing in this paragraph g shall be construed as requiring a reduction in the Contract Rents or precluding adjustments of Contract Rents in accordance with Section 1.9.
- (2) The computation and recoupment under this paragraph g may be made on an annual or on a quarterly or other periodic basis, but in any event no later than as of the end of each Fiscal Year; Provided, however, that if recoupment is to be made less often than quarterly, the amounts of recoupment shall be computed on at least a quarterly basis and funds shall be deposited in a special account from which withdrawals may be made only with the authorization of the HFA. The manner of computing the amount of recoupment shall be as follows:
 - (i) Determine the amount by which the debt service for the interim financing for the period in question is less than the anticipated debt service under the permanent financing on which the Contract Rents were based;
 - (ii) Determine what percentage the amount found under paragraph g(2)(i) of this Section is of the aggregate Contract Rents for all Contract Units for the period in question;

(iii) Apply the percentage found in paragraph g(2)(ii) of this Section to the aggregate Contract Rents for those Contract Units which are included in the Owner's claim(s) for housing assistance payments for the period in question; and

(iv) The amount found in paragraph g(2)(iii) of this Section shall be credited to the Project Account and withheld from the next housing assistance payment or payments to the Owner.

h¹ Payments by HFA. The repayment of the housing assistance payment, determined in accordance with the provisions of this Contract, up to the amount of the mortgage repayments due the HFA from the Owner pursuant to the mortgage loan made by the HFA for the project, shall be credited to the Owner and transferred monthly by the HFA from the account maintained under the General Depository Agreement pursuant to the ACC to the trustee under the note or bond resolution of the HFA under which the notes or bonds to provide the mortgage loan were issued. Any amount of the housing assistance payment in excess of such credit shall be paid by the HFA directly to the Owner.

1. Debt Service Payments.

(1) If a unit continues to be vacant after the 60-day period specified in paragraph (b) or (c) of this section, the Owner may submit a claim to receive additional housing assistance payments on a semiannual basis with respect to such a vacant unit in an amount equal to the principal and interest payments required to amortize the portion of the debt attributable to that unit for the period of the vacancy, whether such vacancy commenced during rent-up or after rent-up.

(2) Additional payments under this paragraph (1) for any unit shall not be for more than 12 months for any vacancy period, and shall be made only if:

(i) The unit is not in a project insured under the National Housing Act except pursuant to Section 244 of that Act.

(ii) The unit was in decent, safe, and sanitary condition during the vacancy period for which payments are claimed.

(iii) The Owner has taken and is continuing to take the actions specified in paragraphs (b) (1), (2) and (3) or paragraphs (c) (1) (i) and (ii) and (c) (2) of this section, as appropriate.

(iv) The Owner has demonstrated in connection with the semiannual claim on a form and in accordance with the standards prescribed by the Government with respect to the period of vacancy, that the project is not providing the Owner with revenues at least equal to the project costs incurred by the Owner, and that the amount of the payments requested is not in excess of that portion of the deficiency which is attributable to the vacant units for the period of the vacancies.

(v) The Owner has submitted, in connection with the semiannual claim, a statement with relevant supporting evidence that there is a reasonable prospect that the project can achieve financial soundness within a reasonable time. The statement shall indicate the causes of the deficiency; the corrective steps that have been and will be taken; and the time by which it is expected that the project revenues will at least equal project costs without the additional payments provided under this paragraph.

(3) The Government may deny any application for additional payments or suspend or terminate payments if it determines based on the Owner's statement and other evidence, that there is not a reasonable prospect that the project can achieve financial soundness within a reasonable time.

1.8 MAINTENANCE, OPERATION AND INSPECTION.

a. Maintenance and Operation. The Owner agrees (1) to maintain and operate the Contract Units and related facilities so as to provide Decent, Safe, and Sanitary housing, and (2) to provide all the services, maintenance and utilities set forth in Exhibit C. If the HFA determines that the Owner is not meeting one or more of these obligations, the HFA shall have the right, in addition to its other rights and remedies under this Contract, to abate housing assistance payments in whole or in part.

b. Inspections Prior to Occupancy.

(1) Prior to occupancy of any unit by a Family, the Owner and the Family shall inspect the unit and both shall certify, on forms prescribed by the Government, that they have inspected the unit and have determined it to be Decent, Safe, and Sanitary in accordance with the criteria provided in the prescribed forms. Copies of these reports shall be kept on file by the Owner for at least three years.

(2) The HFA shall inspect or cause to be inspected each Contract Unit and related facilities at least annually and at such other times (including prior to initial occupancy and reentering of any unit) as may be necessary to assure that the Owner is meeting his obligation to maintain the units in Decent, Safe, and Sanitary condition and to provide the agreed upon utilities and other services. The HFA shall take into account complaints by occupants and any other information coming to its attention in scheduling inspections and shall notify the Owner and the Family of its determination.

c. Units Not Decent, Safe, and Sanitary. If the HFA notifies the Owner that he has failed to maintain a dwelling unit in Decent, Safe, and Sanitary condition and the Owner fails to take corrective action within the time prescribed in the notice, the HFA may exercise any of its rights or remedies under the Contract, including abatement of housing assistance payments, even if the Family continues to occupy the unit. If, however, the Family wishes to be rehoused in another dwelling unit with section 8 assistance and the HFA does not have other section 8 funds for such purposes, the HFA may use the abated housing assistance payments for the purpose of rehousing the Family in another dwelling unit. Where this is done, the Owner shall be notified that he will be entitled to resumption of housing assistance payments for the vacated dwelling unit if (1) the unit is restored to Decent, Safe, and Sanitary condition, (2) the Family is willing to and does move back into the restored unit, and (3) a deduction is made for the expenses incurred by the Family for both moves.

d. Notification of Abatement. Any abatement of housing assistance payments shall be effective as provided in written notification to the Owner. The HFA shall promptly notify the Family of any such abatement.

e. Overcrowded and Underoccupied Units. If the HFA determines that a Contract Unit is not Decent, Safe, and Sanitary by reason of increase in Family size, or that a Contract Unit is larger than appropriate for the size of the Family in occupancy, housing assistance payments with respect to such unit will not be abated, unless the Owner fails to offer the Family a suitable unit as soon as one becomes vacant and ready for occupancy. In the case of an overcrowded unit, if the Owner does not have any suitable units or if no vacancy of a suitable unit occurs within a reasonable time, the HFA will assist the Family in finding a suitable dwelling unit and require the Family to move to such a unit as soon as possible. The Owner may receive housing assistance payments for the vacated unit if he complies with the requirements of Section 1.7c(1).

1.9 RENT ADJUSTMENTS.

a. Funding of Adjustments. Housing assistance payments will be made in increased amounts commensurate with Contract Rent adjustments under this Section up to the maximum amount authorized under Section 1.6 of this Contract.

b. Automatic Annual Adjustments.

(1) Automatic Annual Adjustment Factors will be determined by the Government at least annually; interim revisions may be made as market conditions warrant. Such Factors and the basis for their determination will be published in the Federal Register. These published Factors will be reduced appropriately by the Government where utilities are paid directly by the Families.

(2) On each anniversary date of the Contract, the Contract Rents shall be adjusted by applying the applicable Automatic Annual Adjustment Factor most recently published by the Government. Contract Rents may be adjusted upward or downward, as may be appropriate; however, in no case shall the adjusted Contract Rents be less than the Contract Rents on the effective date of the Contract.

¹Use of this Section 1.7h is optional.

- c. Special Additional Adjustments. Additional adjustments shall be granted, when approved by the Government, to reflect increases in the actual and necessary expenses of owning and maintaining the Contract Units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs (i.e., assessments, and utilities not covered by regulated rates), but only if and to the extent that the Owner or the HFA clearly demonstrates that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by automatic annual adjustments. The Owner or the HFA shall submit to the Government financial statements which clearly support the increase.
- d. Overall Limitation. Notwithstanding any other provisions of this Contract, adjustments as provided in this Section shall not result in material differences between the rents charged for assisted and comparable unassisted units, as determined by the HFA (and approved by the Government, in the case of adjustments under paragraph c of this Section); provided, that this limitation shall not be construed to prohibit differences in rents between assisted and comparable unassisted units to the extent that such differences may have existed with respect to the initial Contract Rents.
- e. Adjustment to Reflect Actual Cost of Permanent Financing. This paragraph e shall apply if the project is not permanently financed until after the effective date of the Contract. After the project is permanently financed, the HFA shall submit a certification to the Government as to the actual financing terms and the following provisions shall apply:
- (1) If the actual debt service under the permanent financing is lower than the anticipated debt service on which the Contract Rents were based, the Contract Rents currently in effect shall be reduced commensurately, and the amount of the savings shall be credited to the Project Account. The Maximum ACC Commitment shall not be reduced except by the amount of the contingency, if any, which was included for possible increases under paragraph e(2) of this Section.
 - (2) If the actual debt service under the permanent financing is higher than the anticipated debt service on which the Contract Rents were based, and the HFA is using its set-aside for the project, the Contract Rents currently in effect shall be increased commensurately, not to exceed the limitations in this paragraph e(2) and the amount of the Financing Cost Contingency in the ACC, if the projected borrowing rate (net interest cost) was not less than the average net interest cost for the preceding quarter (at the time the projection was submitted to the Government) of the "20 Bond Index" published weekly in the Bond Buyer, plus 50 basis points. An adjustment under this paragraph e(2) shall not be more than is necessary to reflect an increase in debt service (based upon the original projected capital cost and the actual term of the permanent financing for the project) resulting from an increase in interest rate of not more than:
 - (i) One and one-half percent if the projected spread as submitted to the Government was three-fourths of one percent or less, or
 - (ii) One percent if such projected spread was more than three-fourths of one percent but not more than one percent, or
 - (iii) One-half of one percent if such projected spread was more than one percent.
 - (3) After Contract Rents have been adjusted in accordance with paragraph e(1) or e(2) of this Section, the maximum amount of the ACC commitment shall be reduced by the amount of any unused portion of the Financing Cost Contingency, and such portion shall be reallocated to the then current set-aside of the HFA, if any. At the same time, if the Contract Rents have been increased in accordance with paragraph e(2) of this Section, the maximum Contract amount specified in Section 1.1 g shall be increased commensurately.
- f. Incorporation of Rent Adjustment. Any adjustment in Contract Rents shall be incorporated into Exhibit A by a dated addendum to the exhibit establishing the effective date of the adjustment.

1.10 MARKETING AND LEASING OF UNITS.

- a. Compliance with Equal Opportunity. Marketing of units and selection of Families by the Owner shall be in accordance with the Owner's Government-approved Affirmative Fair Housing Marketing Plan, shown as Exhibit D, and with all regulations relating to fair housing advertising.
- b. Security and Utility Deposits.
- (1) The Owner may require Families to pay a security deposit in an amount equal to one month's Gross Family Contribution. If a Family vacates its unit, the Owner, subject to State and local law, may utilize the deposit as reimbursement for any unpaid rent or other amount owed under the Lease. If the Family has provided a security deposit, and it is insufficient for such reimbursement, the Owner may claim reimbursement from the HFA, not to exceed an amount equal to the remainder of one month's Contract Rent. Any reimbursement under this Section shall be applied first toward any unpaid rent. If a Family vacates its unit owing no rent or other amount under the Lease, or if the amount owed is less than the amount of the security deposit, the Owner shall refund the full amount or the unused balance, as the case may be, to the Family.
 - (2) In those jurisdictions where interest is payable by the Owner on security deposits, the refunded amount shall include the amount of interest payable. All security deposit funds shall be deposited by the Owner in a segregated bank account, and the balance of this account, at all times, shall be equal to the total amount collected from tenants then in occupancy, plus any accrued interest. The Owner shall comply with all State and local laws regarding interest payments on security deposits.
 - (3) Families shall be expected to obtain the funds to pay security and utility deposits, if required, from their own resources and/or other private or public sources.
- c. Eligibility, Selection and Admission of Families.
- (1) The Owner shall be responsible for determination of eligibility of applicants, selection of families from among those determined to be eligible, and computation of the amount of housing assistance payments on behalf of each selected Family in accordance with schedules and criteria established by the Government. In the initial renting of the Contract Units, the Owner shall lease at least that percentage of those units which is stated in Section 1.1h to Very Low-Income Families (determined in accordance with the Government-established schedules and criteria) and shall thereafter exercise his best efforts to maintain at least that percentage of occupancy of the Contract Units by Very Low-Income Families as determined in accordance with such schedules and criteria.
 - (2) The Lease entered into between the Owner and each selected Family shall be on the form of Lease approved by the HFA.
 - (3) The Owner shall make a reexamination of Family Income, composition, and the extent of medical or other unusual expenses incurred by the Family, at least annually (except that such reviews may be made at intervals of no longer than two years in the case of elderly Families), and appropriate redeterminations shall be made by the Owner of the amount of Family contribution and the amount of housing assistance payment, all in accordance with schedules and criteria established by the Government. In connection with the reexamination, the Owner shall determine what percentage of Families in occupancy are Very Low-Income Families. If there are fewer than the agreed to percentage of Very Low-Income Families in occupancy, the Owner shall report the fact to the HFA and shall adopt changes in his admission policies to achieve, as soon as possible, at least the agreed to percentage of occupancy by such Families.
- d. Rent Redetermination after Adjustment in Allowance for Utilities and Other Services. In the event that the Owner is notified of an HFA determination making an adjustment in the Allowance for Utilities and Other Services applicable to any of the Contract Units, the Owner shall promptly make a corresponding adjustment in the amount of rent to be paid by the affected Families and the amount of housing assistance payments.
- e. Processing of Applications and Complaints. The Owner shall process applications for admission, notifications to applicants, and complaints by applicants in accordance with applicable HFA or Government requirements and shall maintain records and furnish such copies or other information as may be required by the HFA or the Government.
- f. Review; Incorrect Payments. In making housing assistance payments to Owners, the HFA or the Government will review the Owner's determinations under this Section. If as a result of this review, or other reviews, audits or information received by the HFA or the Government at any time, it is determined that the Owner has received improper or excessive housing assistance payments, the HFA or the Government shall have the right to deduct the amount of such overpayments from any amounts otherwise due the Owner, or otherwise effect recovery thereof.

1.11 TERMINATION OF TENANCY. The Owner shall be responsible for termination of tenancies, including evictions. However, conditions for payment of housing assistance payments for any resulting vacancies shall be as set forth in Section 1.7c.

1.12 REDUCTION OF NUMBER OF CONTRACT UNITS FOR FAILURE TO LEASE TO ELIGIBLE FAMILIES.

- a. After First Year of Contract. If at any time, beginning six months after the effective date of this Contract, the Owner fails for a continuous period of six months to have at least 80 percent of the Contract Units leased or available for leasing by Families, the HFA, with Government approval, may on 30 days notice reduce the number of Contract Units to not less than the number of units under lease or available for leasing by Families, plus 10 percent of such number if the number is 10 or more, rounded to the next highest number.
- b. At End of Initial and Each Renewal Term. At the end of the initial term of the Contract and of each renewal term, the HFA, with Government approval, may, by notice to the Owner, reduce the number of Contract Units to not less than (1) the number of units under lease or available for leasing by Families at that time or (2) the average number of units so leased or available for leasing during the last year, whichever is the greater, plus 10 percent of such number if the number is 10 or more, rounded to the next highest number.
- c. Restoration of Units. The Government will agree to an amendment of the ACC to provide for subsequent restoration of any reduction made pursuant to paragraph a or b of this Section if the Government determines that the restoration is justified as a result of changes in demand and in the light of the Owner's record of compliance with his obligations under the Contract and if annual contributions contract authority is available; and the Government will take such steps authorized by section 8(c)(6) of the Act as may be necessary to carry out this assurance (see Section 1.6).

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

APPROVED:

United States of America
Secretary of Housing and Urban Development

By [Signature]
Deputy Director for Development
(Official Title)
Date 1/31/80, 1980

OWNER FAIRFAX VILLAGE ASSOCIATES
By [Signature]
(Official Title)
Date Nov. 14 1979

HFA VIRGINIA HOUSING DEVELOPMENT AUTHORITY
By [Signature]
(Official Title)
Date November 14 1979

[If the project is to be completed and accepted in stages, execution of the Contract with respect to the several stages appears on the following pages of this Contract.]

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM
HOUSING FINANCE AND DEVELOPMENT AGENCIES

PART II OF THE

HOUSING ASSISTANCE PAYMENTS CONTRACT

NEW CONSTRUCTION OR SUBSTANTIAL REHABILITATION

MASTER SECTION 8 ACC NUMBER: P-5512	ACC LIST NUMBER AND DATE: P-78-002 3/8/78 P-80-089 1/28/80	NEW CONSTRUCTION PROJECT NUMBER: VA 36-H027-091 or SUBSTANTIAL REHABILITATION PROJECT NUMBER:
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2.1 NONDISCRIMINATION IN HOUSING.

- a. The Owner shall not in the selection of Families, in the provision of services, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, or national origin. No person shall be automatically excluded from participation in, or be denied the benefits of, the Housing Assistance Payments Program because of membership in a class such as unmarried mothers, recipients of public assistance, etc.
- b. The Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any rules and regulations pursuant thereto.
- c. The Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, Public Law 88-352, 78 Stat. 241; the regulations of the Department of Housing and Urban Development issued thereunder, 24 CFR, Subtitle A, Part 1, Section 1.1, et seq.; the requirements of said Department pursuant to said regulations; and Executive Order 11063 to the end that, in accordance with that Act, the regulations and requirements of said Department thereunder, and said Executive Order, no person in the United States shall, on the grounds of race, color, creed, religion or national origin, be excluded from participation in, or be denied the benefits of, the Housing Assistance Payments Program, or be otherwise subjected to discrimination. This provision is included pursuant to the regulations of the Department of Housing and Urban Development, 24 CFR, Subtitle A, Part 1, Section 1.1, et seq.; issued under Title VI of the said Civil Rights Act of 1964, and the requirements of said Department pursuant to said regulations; and the obligation of the Owner to comply therewith inures to the benefit of the Government, the said Department, and the HFA, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to compel compliance therewith by the Owner.

2.2 TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESSES AND LOWER-INCOME PERSONS.²

- a. The project assisted under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- b. Notwithstanding any other provision of this Contract, the Owner shall carry out the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this Contract. The requirements of said regulation include, but are not limited to, development and implementation of an affirmative action plan for utilizing business concerns located within, or owned in substantial part by persons residing in, the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by section 3; and incorporation of the "section 3 clause" specified by section 135.20(b) of the regulations and paragraph d of this Section in all contracts for work in connection with the project. The Owner certifies and agrees that he is under no contractual or other disability which would prevent him from complying with these requirements.
- c. Compliance with the provisions of section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Owner, his successors and assigns. Failure to fulfill these requirements shall subject the Owner, his contractors and subcontractors, his successors, and assigns to the sanction specified by this Contract, and to such sanctions as are specified by 24 CFR, Section 135.135.
- d. The Owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Contract in excess of \$50,000 cost, the following clause:

"EMPLOYMENT OF PROJECT AREA RESIDENTS AND CONTRACTORS

- "A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- "B. The parties to this Contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- "C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- "D. The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

²Strike this Section if the Contract Rents on the effective date of this Contract, over the maximum term of this Contract, are \$500,000 or less.

"F. Compliance with the provisions of section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR, Section 135.135."

e. The Owner agrees that he will be bound by the above Employment of Project Area Residents and Contractors clause with respect to his own employment practices when he participates in federally assisted work.

2.3 COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS. The HFA and the Owner shall cooperate with the Government in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and rules and regulations pursuant thereto.

2.4 FLOOD INSURANCE. If the project is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Owner agrees that the project will be covered, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

2.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.³ In compliance with regulations issued by the Environmental Protection Agency ("EPA"), 40 CFR, Part 15, 39 F.R. 11099, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 1857, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Owner agrees that:

- a. Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to section 15.20 of said regulations;
- b. He will promptly notify the HFA of the receipt of any communication from the EPA indicating that a facility to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities;
- c. He will comply with all the requirements of section 114 of the Air Act and section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder; and
- d. He will include or cause to be included the provisions of this Section in every nonexempt subcontract, and that he will take such action as the Government may direct as a means of enforcing such provisions.

2.6 HFA AND GOVERNMENT ACCESS TO PREMISES AND OWNER'S RECORDS.

- a. The Owner shall furnish such information and reports pertinent to the Contract as reasonably may be required from time to time by the HFA or the Government.
- b. The Owner shall permit the HFA or the Government or any of their duly authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner that are pertinent to compliance with this Contract, including the verification of information pertinent to the housing assistance payments.

2.7 FAILURE OR INABILITY OF HFA TO COMPLY WITH CONTRACT. The following provisions of the ACC are hereby made a part of this Contract:

"(a) Rights of Owner if HFA Defaults under Contract.

"(1) In the event of failure of the HFA to comply with the Contract with the Owner, or if such Contract is held to be void, voidable or ultra vires, or if the power or right of the HFA to enter into such Contract is drawn into question in any legal proceeding, or if the HFA asserts or claims that such Contract is not binding upon the HFA for any such reason, the Government may, after notice to the HFA giving it a reasonable opportunity to take corrective action, determine that the occurrence of any such event constitutes a Substantial Default hereunder. Where the Government so determines, it shall have the right to assume the HFA's rights and obligations under such Contract, perform the obligations and enforce the rights of the HFA, and exercise such other powers as the Government may have to cure the Default; however, whether or not the Government elects to proceed in this manner, the Government shall, if it determines that the Owner is not in default, continue for the duration of such Contract to pay Annual Contributions for the purpose of making housing assistance payments with respect to dwelling units under such Contract.

"(2) All rights and obligations of the HFA assumed by the Government pursuant to this Section 2.16(a) will be returned as constituted at the time of such return (i) when the Government is satisfied that all defaults have been cured and that the Project will thereafter be administered in accordance with all applicable requirements, or (ii) when the Housing Assistance Payments Contract is at an end, whichever occurs sooner.

"(3) The provisions of this Section 2.16(a) are made with, and for the benefit of, the Owner, the HFA (but only in its capacity as lender), or the Owner's other assignees, if any, who will have been specifically approved by the Government prior to such assignment. If such parties are not in default, they may, in order to enforce the performance of these provisions, (i) demand that the Government, after notice to the HFA giving it a reasonable opportunity to take corrective action, make a determination whether a Substantial Default exists under paragraph (a)(1) of this Section, (ii) if the Government determines that a Substantial Default exists, demand that the Government take action as authorized in paragraph (a)(1), and (iii) proceed against the Government by suit at law or in equity."

2.8 RIGHTS OF HFA AND GOVERNMENT IF OWNER DEFAULTS UNDER CONTRACT.

a. A default by the Owner under this Contract shall result if:

- (1) The Owner has violated or failed to comply with any provision of, or obligation under, this Contract or of any Lease; or
- (2) The Owner has asserted or demonstrated an intention not to perform some or all of his obligations under this Contract or under any Lease.

b. Upon a determination by the HFA that a default has occurred, the HFA shall notify the Owner, with a copy to the Government, of (1) the nature of the default, (2) the actions required to be taken and the remedies to be applied on account of the default (including actions by the Owner to cure the default, and, where appropriate, abatement of housing assistance payments in whole or in part and recovery of overpayments), and (3) the time within which the Owner shall respond with a showing that he has taken all the actions required of him. If the Owner fails to respond or take action to the satisfaction of the HFA and the Government, the HFA shall have the right to terminate this Contract in whole or in part or to take other corrective action to achieve compliance, in its discretion or as directed by the Government.

³Strike this Section if the Contract Rents on the effective date of this Contract, over the maximum total term of this Contract, are \$100,000 or less.

- c. Notwithstanding any other provisions of this Contract, in the event the Government determines that the Owner is in default of his obligations under the Contract, the Government shall have the right, after notice to the Owner and the HFA giving them a reasonable opportunity to take corrective action, to abate or terminate housing assistance payments and recover overpayments in accordance with the terms of the Contract. In the event the Government takes any action under this Section, the Owner and the HFA hereby expressly agree to recognize the rights of the Government to the same extent as if the action were taken by the HFA. The Government shall not have the right to terminate the Contract except by proceeding in accordance with Section 2.16(b) of the ACC and paragraph b of this Section.

2.9 REMEDIES NOT EXCLUSIVE AND NON-WAIVER OF REMEDIES. The availability of any remedy under this Contract or the ACC shall not preclude the exercise of any other remedy under this Contract or the ACC or under any provision of law, nor shall any action taken in the exercise of any remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

2.10 DISPUTES.

- a. Except as otherwise provided herein, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement of the HFA and the Owner may be submitted by either party to the Department of Housing and Urban Development field office director who shall make a decision and shall mail or otherwise furnish a written copy thereof to the Owner and the HFA.
- b. The decision of the field office director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, either party mails or otherwise furnishes to the Government a written appeal addressed to the Secretary of Housing and Urban Development. The decision of the Secretary or duly authorized representative for the determination of such appeals shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this Section, the appellant shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, both parties shall proceed diligently with the performance of the Contract and in accordance with the decision of the field office director.
- c. This Section does not preclude consideration of questions of law in connection with the decisions rendered under paragraphs a and b of this Section; Provided, however, that nothing herein shall be construed as making final the decision of any administrative official, representative, or board, on a question of law.

2.11 INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF HFA, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS. No member, officer, or employee of the HFA, no member of the governing body of the State or locality (city and county) in which the project is situated, and no other public official of such State or locality who exercises any functions or responsibilities with respect to the project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or in any proceeds or any benefits arising therefrom. In the case of a project owned by a public housing agency, the foregoing prohibition shall also apply to members of the governing body of the locality (city and county) in which such public housing agency was activated.

2.12 INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS. No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise therefrom.

2.13 ASSIGNMENT, SALE, OR FORECLOSURE.

- a. The Owner agrees that he has not made and will not make any sale, assignment, or conveyance or transfer in any other form, of this Contract or the project or any part thereof or any of his interest therein, without the prior consent of the HFA and the Government; Provided, however, that in the case of an assignment as security for the purpose of obtaining financing of the project, the HFA and the Government shall consent in writing if the terms of the financing have been approved by the Government.
- b. The Owner agrees to notify the HFA and the Government promptly of any proposed action covered by paragraph a of this Section. The Owner further agrees to request the written consent of the HFA and the Government in regard thereto.
- c. (1) A transfer by the Owner, in whole or in part, or a transfer by a party having a substantial interest in said Owner, or transfers by more than one party of interests aggregating a substantial interest in said Owner, or any other similarly significant change in the ownership of interests in the Owner, or in the relative distribution thereof, or with respect to the parties in control of the Owner or the degree thereof, by any other method or means (e.g., increased capitalization, merger with another corporation or other entity, corporate or other amendments, issuance of new or additional ownership interests or classification of ownership interests or otherwise) shall be deemed an assignment, conveyance, or transfer for purposes of this Section 2.13. An assignment by the Owner to a limited partnership, in which no limited partner has a 25 percent or more interest and of which the Owner is the sole general partner, shall not be considered an assignment, conveyance, or transfer.
- (2) The term "substantial interest" means the interest of any general partner, any limited partner having a 25 percent or more interest in the organization, any corporate officer or director, and any stockholder having a 10 percent or more interest in the organization.
- (3) The Owner, and the party signing this Contract on behalf of said Owner, represent that they have the authority of all of the parties having ownership interests in the Owner to agree to this provision on their behalf and to bind them with respect thereto.
- d. In the event of foreclosure, or assignment or sale to the HFA (or mortgagee if the HFA is not the mortgagee) in lieu of foreclosure, or in the event of assignment or sale agreed to by the HFA (or mortgagee if the HFA is not the mortgagee) and approved by the Government (which approval shall not be unreasonably delayed or withheld), housing assistance payments shall continue in accordance with the terms of the Contract.

EXHIBITS A, B, C & D

FAIRFAX VILLAGE

PROJECT NO. VA36-H027-091



ALL - AMERICAN Realty, Inc.

June 26, 2017

Ms. Lorinda Gholar – Asset Manger
Virginia Housing Development Authority
601 South Belvidere Street
Richmond, VA 23220-6500

Re:
Fairfax Village Apartments

Dear Ms. Gholar:

By means of this letter, Management is making a written request to VHDA to approve an Annual Adjustment Factor rent increase for the 2, 3 and 4 Bedroom apartments at Fairfax Village Apartments in Radford, VA. The following executed documents are included with this letter:

1. Owners Certification of Compliance with the Requirements of Notice.
2. Owner Format for Reporting Unit Turnover.

Thank you for your review of this request and for your continued support and assistance. Should you have questions or need additional information, please do not hesitate to contact me.

Sincerely,

John Ed Seehorn
General Partner

enclosures



June 26, 2017

PBE Calculation using HUD FY 2017 Utility Allowance Factor

2016 Current PBE Allowance

2 BR – 98.00

3 BR – 162.00

4 BR – 146.00

2017 PBE Allowance

2 BR 100.00

3 BR 166.00

4 BR 149.00

The City of Radford has not had a rate increase in 2016 nor is one scheduled for FY 2017. Based on that information we have opted to use the HUD FY 2017 Allowance Factor for our 2017 PBE increase.

**OWNER CERTIFICATION OF COMPLIANCE
WITH THE REQUIREMENTS OF NOTICE:
Annual Adjustment Factor Rent Increase Requirements
Pursuant to the Housing Appropriations Acts of 1995**

Property Name: Fairfax Village Apartments

FHA Number: _____

Section 8 Contract #: VA36-H027-091

The attached represent request for a rent increase for the aforementioned property and the following unit type(s):

1. 10 each 2 BR TH
2. 20 each 3 BR TH
3. 10 each 4 BR TH

I certify as the owner of the property (or the agent empowered to act on behalf of the owner) that all of the following items are true:

The figures submitted with this request regarding the number of units in which turnover has occurred since the last HAP anniversary date are complete and accurate.

Under penalties and provisions of Title 18, United States Code, Chapter 47, Section 1001, the statements contained in this request have been examined by me and to the best of my knowledge and belief are true, correct and complete.

Fairfax Village Assoc. HAP
JR Ed. Schuman Gen. Mgr.
Owner/Agent

**OWNER FORMAT FOR
REPORTING UNIT TURNOVER**

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

This form or any other format may be used for reporting the number of units in which turnover occurred **since the last HAP contract anniversary date**. This information need only be submitted for the unit types in which a rent increase is being requested under this Notice.

This information reflects the number of units in which turnover has occurred since
08/06/17 (HAP Anniversary Date).
(mm/dd/yy)

Unit Type 2 BR Total Number of Units 10

2 Units have incurred turnover

8 Units did not incur turnover

Unit Type 3 BR Total Number of Units 20

1 Units have incurred turnover

19 Units did not incur turnover

Unit Type 4 BR Total Number of Units 10

4 Units have incurred turnover

6 Units did not incur turnover

Unit Type _____ Total Number of Units _____

_____ Units have incurred turnover

_____ Units did not incur turnover

Unit Type _____ Total Number of Units _____

_____ Units have incurred turnover

_____ Units did not incur turnover



Owner/Agent

**PART II
ADJUSTMENTS
WORKSHEET**

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

FIELD OFFICE WORKSHEET FOR
PROCESSING RENT INCREASES FOR AAF RENTS FOR NEW CONSTRUCTION
AND SUBSTANTIAL REHABILITATION UNIT TYPES THAT DO NOT EXCEED
THE EXISTING HOUSING FAIR MARKET RENTS AND FOR ALL LMSA AND PD
SECTION 8 CONTRACT TYPES.
(NOT FOR USE ON BUDGET BASED RENT INCREASES)

Property Name: FAIRFAX VILLAGE APTS

Unit Type: 2 BR

ESSENTIAL INFORMATION

Existing FMR
Level for Unit Type \$ 880.00

>

Current Gross
Rent for Unit Type \$ 687.00

STEP 1: If this contract is a **New Construction** or a **Substantial Rehab** contract, then is the current gross rent for this unit type (before application of the AAF) below the Existing Housing FMR?;

OR

If this contract is an **LMSA** or **PD** contract, is the method of adjustment for gross rent the application of the AAF (as opposed to budget-based)? (**NOTE:** Budget-based rents are NOT processed under this Notice. See Chapter 7, Handbook 4350.1)

If the answer to the **applicable question is YES**, then proceed to Step 2.

If the answer to the **applicable question is NO**, and the first question is applicable, then this unit type should be adjusted under Part I of this Notice. This worksheet does not apply. Please find Part I Adjustments Worksheet at the beginning of Appendix 2.

If the second question is applicable and the answer is NO, then this Notice is not applicable and the rents should be adjusted under Chapter 7, Handbook 4350.1.

STEP 2: For units in which turnover occurred in the last year, use AAF Table I to calculate the rents. For units in which no turnover occurred in the last year, use AAF Table II to calculate the rents. (**NOTE:** Throughout this Worksheet, when applying the published AAF, the factor of 1.000 should be used in all cases where the published factor is below 1.000.)

Turnover units

\$ <u>589.00</u>	x	<u>1.028</u>	=	\$ <u>605.00</u>
Current Rent		Table I Factor		New Rent Level

Units with no Turnover

\$ <u>589.00</u>	x	<u>1.018</u>	=	\$ <u>600.00</u>
Current Rent		Table II Factor		New Rent Level

STEP 3: The new rent level(s) for 2 BR unit type is:
 \$ 605.00 for units with turnover (Number of Units 2)
 \$ 600.00 for units with no turnover (Number of Units 8)

STEP 4: Since the calculation in Step 3 resulted in different rent levels for the same unit type, then a common rent level for this unit type must be derived. Use the rent levels listed in Step 3 above to derive a new monthly Gross Rent Potential (GRP).

\$ 605.00 for units with turnover X 2 (No. of Units) = \$ 1,210.00
 \$ 600.00 for units with no turnover X 8 (No. of Units) = \$ 4,800.00

Add the two numbers that you just calculated to derive total GRP:

\$ 1,210.00 + \$ 4800 = \$ 6,010.00
 Turnover GRP No Turnover GRP Total GRP

Divide Total GRP by the number of units for this unit type to obtain the new rent level for all 2 BR units.

\$ 6,010.00 Total GRP divided by 10 units = \$ 601.00
 New Rent Level

STEP 5: The new rent level for all 2 BR units is approved at \$ 601.00.

**PART II
ADJUSTMENTS
WORKSHEET**

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

FIELD OFFICE WORKSHEET FOR
PROCESSING RENT INCREASES FOR AAF RENTS FOR NEW CONSTRUCTION
AND SUBSTANTIAL REHABILITATION UNIT TYPES THAT DO NOT EXCEED
THE EXISTING HOUSING FAIR MARKET RENTS AND FOR ALL LMSA AND PD
SECTION 8 CONTRACT TYPES.
(NOT FOR USE ON BUDGET BASED RENT INCREASES)

Property Name: FAIRFAX VILLAGE APTS

Unit Type: 3 BR

ESSENTIAL INFORMATION

Existing FMR
Level for Unit Type \$ 1,278.00

>

Current Gross
Rent for Unit Type \$ 873.00

STEP 1: **If this contract is a New Construction or a Substantial Rehab contract**, then is the current gross rent for this unit type (before application of the AAF) below the Existing Housing FMR?;

OR

If this contract is an LMSA or PD contract, is the method of adjustment for gross rent the application of the AAF (as opposed to budget-based)? (NOTE: Budget-based rents are NOT processed under this Notice. See Chapter 7, Handbook 4350.1)

If the answer to the **applicable question is YES**, then proceed to Step 2.

If the answer to the **applicable question is NO**, and the first question is applicable, then this unit type should be adjusted under Part I of this Notice. This worksheet does not apply. Please find Part I Adjustments Worksheet at the beginning of Appendix 2.

If the second question is applicable and the answer is NO, then this Notice is not applicable and the rents should be adjusted under Chapter 7, Handbook 4350.1.

STEP 2: For units in which turnover occurred in the last year, use AAF Table I to calculate the rents. For units in which no turnover occurred in the last year, use AAF Table II to calculate the rents. (NOTE: Throughout this Worksheet, when applying the published AAF, the factor of 1.000 should be used in all cases where the published factor is below 1.000.)

Turnover units

\$ <u>711.00</u>	x	<u>1.028</u>	=	\$ <u>731.00</u>
Current Rent		Table I Factor		New Rent Level

Units with no Turnover

\$ <u>711.00</u>	x	<u>1.018</u>	=	\$ <u>724.00</u>
Current Rent		Table II Factor		New Rent Level

STEP 3: The new rent level(s) for 3 BR unit type is:
 \$ 731.00 for units with turnover (Number of Units 1)
 \$ 724.00 for units with no turnover (Number of Units 19)

STEP 4: Since the calculation in Step 3 resulted in different rent levels for the same unit type, then a common rent level for this unit type must be derived. Use the rent levels listed in Step 3 above to derive a new monthly Gross Rent Potential (GRP).

$$\begin{aligned}
 \$ \underline{731.00} \text{ for units with turnover X } \underline{1} \text{ (No. of Units)} &= \$ \underline{731.00} \\
 \$ \underline{724.00} \text{ for units with no turnover X } \underline{19} \text{ (No. of Units)} &= \$ \underline{13,756.00}
 \end{aligned}$$

Add the two numbers that you just calculated to derive total GRP:

$$\begin{array}{rcl}
 \$ \underline{731.00} & + & \$ \underline{13756} \\
 \text{Turnover GRP} & & \text{No Turnover GRP} \\
 & & = \\
 & & \$ \underline{14,487.00} \\
 & & \text{Total GRP}
 \end{array}$$

Divide Total GRP by the number of units for this unit type to obtain the new rent level for all 3 BR units.

$$\begin{array}{rcl}
 \$ \underline{14,487.00} \text{ Total GRP divided by } \underline{20} \text{ units} & = & \$ \underline{724.00} \\
 & & \text{New Rent Level}
 \end{array}$$

STEP 5: The new rent level for all 3 BR units is approved at \$ 724.00.

**PART I I
ADJUSTMENTS
WORKSHEET**

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

FIELD OFFICE WORKSHEET FOR
PROCESSING RENT INCREASES FOR AAF RENTS FOR NEW CONSTRUCTION
AND SUBSTANTIAL REHABILITATION UNIT TYPES THAT DO NOT EXCEED
THE EXISTING HOUSING FAIR MARKET RENTS AND FOR ALL LMSA AND PD
SECTION 8 CONTRACT TYPES.
(NOT FOR USE ON BUDGET BASED RENT INCREASES)

Property Name: FAIRFAX VILLAGE APTS

Unit Type: 4 BR

ESSENTIAL INFORMATION

Existing FMR
Level for Unit Type \$ 1,151.00

>

Current Gross
Rent for Unit Type \$ 934.00

STEP 1: **If this contract is a New Construction or a Substantial Rehab contract**, then is the current gross rent f for this unit type (before application of the AAF) below the Existing Housing FMR?;

OR

If this contract is an LMSA or PD contract, is the method of adjustment for gross rent the application of the AAF (as opposed to budget-based)? (**NOTE:** Budget-based rents are NOT processed under this Notice. See Chapter 7, Handbook 4350.1)

If the answer to the **applicable question is YES**, then proceed to Step 2.

If the answer to the **applicable question is NO**, and the first question is applicable, then this unit type should be adjusted under Part I of this Notice. This worksheet does not apply. Please find Part I Adjustments Worksheet at the beginning of Appendix 2.

If the second question is applicable and the answer is NO, then this Notice is not applicable and the rents should be adjusted under Chapter 7, Handbook 4350.1.

STEP 2: For units in which turnover occurred in the last year, use AAF Table I to calculate the rents. For units in which no turnover occurred in the last year, use AAF Table II to calculate the rents. (**NOTE:** Throughout this Worksheet, when applying the published AAF, the factor of 1.000 should be used in all cases where the published factor is below 1.000.)

Turnover units

\$ 788.00 x 1.028 = \$ 810.00
Current Rent Table I Factor New Rent Level

Units with no Turnover

\$ 788.00 x 1.018 = \$ 802.00
Current Rent Table II Factor New Rent Level

STEP 3: The new rent level(s) for 4 BR unit type is:
 \$ 810.00 for units with turnover (Number of Units 4)
 \$ 802.00 for units with no turnover (Number of Units 6)

STEP 4: Since the calculation in Step 3 resulted in different rent levels for the same unit type, then a common rent level for this unit type must be derived. Use the rent levels listed in Step 3 above to derive a new monthly Gross Rent Potential (GRP).

$$\begin{aligned}
 \$ \underline{810.00} \text{ for units with turnover X } \underline{4} \text{ (No. of Units)} &= \$ \underline{3,240.00} \\
 \$ \underline{802.00} \text{ for units with no turnover X } \underline{6} \text{ (No. of Units)} &= \$ \underline{4,812.00}
 \end{aligned}$$

Add the two numbers that you just calculated to derive total GRP:

$$\begin{array}{rcl}
 \$ \underline{3,240.00} & + & \$ \underline{4,812} \\
 \text{Turnover GRP} & & \text{No Turnover GRP} \\
 & & = \\
 & & \$ \underline{8,052.00} \\
 & & \text{Total GRP}
 \end{array}$$

Divide Total GRP by the number of units for this unit type to obtain the new rent level for all 4 BR units.

$$\begin{array}{rcl}
 \$ \underline{8,052.00} \text{ Total GRP divided by } \underline{10} \text{ units} & = & \$ \underline{805.00} \\
 & & \text{New Rent Level}
 \end{array}$$

STEP 5: The new rent level for all 4 BR units is approved at \$ 805.00.

R

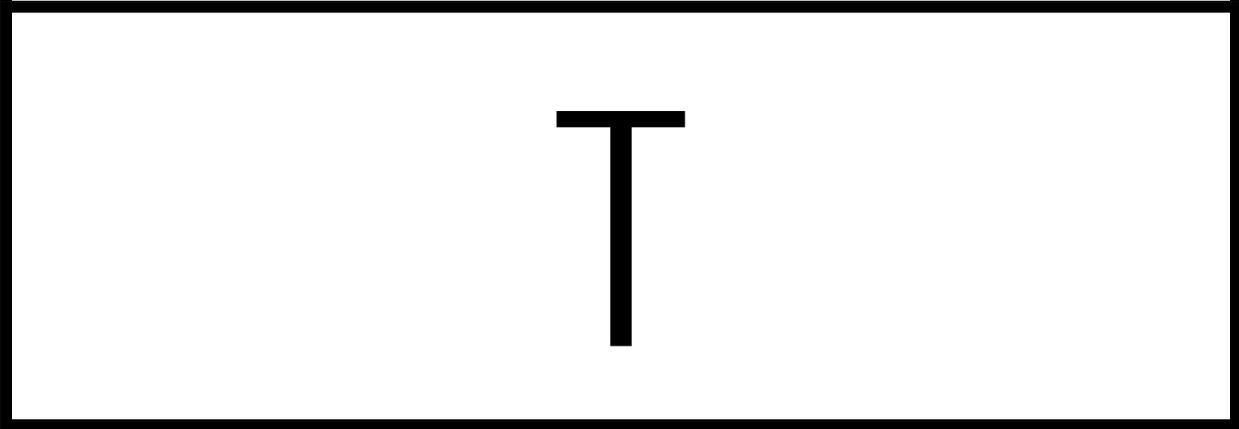
Documentation of
Operating Budget

This deal does not require
information behind this tab.

S

Supportive Housing
Certification

This deal does not require
information behind this tab.



T

Funding Documentation



December 17, 2018

Mr. David Page
c/o PJ Hornik
Southport Financial Services, Inc
5403 W Gray Street
Tampa, FL 33609

Re: PROPOSED HUD LOAN TO BE SECURED BY FAIRFAX VILLAGE APARTMENTS AND CONTAINING 40 UNITS, LOCATED AT 332 FAIRFAX ST, RADFORD, VA 24141.

Dear Mr. Page:

Capital One Multifamily Finance, LLC ("Lender") is pleased to offer this engagement letter (this "Engagement Letter") in which it agrees to prepare, process, and file your application with the U.S. Department of Housing and Urban Development ("HUD") for a firm commitment to insure a permanent mortgage loan secured by the above referenced property (the "Property"). The mortgage loan, if approved by HUD, will be insured pursuant to Section 223(f) of the National Housing Act. You represent and warrant to Lender that you have the full power and legal authority to execute the Engagement Letter and bind the borrower. In the event that the identity of the undersigned and the actual borrower are different, references to "undersigned" shall, as appropriate, be deemed interchangeable with the borrower. The terms and conditions, each of which must be completed to the Lender's satisfaction prior to submission to HUD or funding, are set forth below:

I. BORROWER:

Borrower Entity:	A to-be-formed Single Asset Entity.
Principals:	Any individual or entity with a 25% or greater interest in the Borrower, any General Partner, Manager and/or others as determined by Lender.

II. PROPOSED LOAN TERMS:

Loan Purpose:	Acquisition
Proposed Loan Amount:	\$5,580,000
Estimated Interest Rate:	4.30% as of the date of the Engagement Letter. Actual Interest Rate is subject to underwriting criteria and market fluctuations until the rate is locked.
Maximum Loan to Value:	90.0% based upon the lower of the appraised value or Lender's underwriting



	value (80% maximum for cash out transactions).
Minimum Debt Service Coverage:	1.11x based on Amortized Interest Rate plus MIP at time of submission to HUD.
Amortization/Term:	35 years or 75% of the remaining economic life of the Project as determined by HUD.
Prepayment Terms:	To Be Determined at the time of rate lock of the interest. Typical options include a 2-year lockout with penalty of 8% in the 3 rd year declining 1% each year thereafter and reaching zero after the 10 th year.
Firm Application Special Conditions:	<p>a.) Renovations are not to exceed the maximum allowed by the HUD 223(f) program, which is currently \$42,217 per unit. This amount applies to the General Contractor's contract and the 10% assurance of completion escrow.</p> <p>b.) Preliminary analysis assumes monthly net collections of \$52,986 based upon the proposed mark-to-market rents. If this level of property operations is not sustained prior to submission, loan proceeds may be impacted. Assumed rents, based on as-renovated mark-to-market are as follows:</p> <ul style="list-style-type: none">• \$1,095 for a two-bedroom unit;• \$1,370 for a three-bedroom unit; and• \$1,645 for a four-bedroom unit. <p>c.) LIHTC investor must contribute 20% of the total LIHTC amount at closing. Requirements for subsequent contributions must be met, per the MAP Guide.</p> <p>d.) The Borrower will be responsible for providing HUD security for Latent Defects in the form of:</p> <ol style="list-style-type: none">1. Cash escrow deposit of 2.5% of the principal amount of the mortgage, to be retained in escrow by the lender for a period of 15 months, or

2. An irrevocable, unconditional letter of credit issued to lender by a banking institution, or

3. Surety bond in the amount of 10% of the cost of construction or substantial rehabilitation. The bond must be in effect for 2 years after substantial project completion. The bond must be on Form HUD-3259, Surety Bond against Defects Due to Defective Materials and/or Workmanship.

4. In cases when the latent defect escrow amount is small because total repair cost is minimal (e.g., \$200,000 or less), the escrow is not required. The HUD Regional Center as the discretion to waive the latent defect escrow.

III. IMPOUNDS/RESERVES:

Property Taxes:

Required.

Property and Liability Insurance:

Minimum property insurance coverage is the lesser of: 80% of insurable value (as estimated by lender's cost analyst and approved by HUD); or the balance of the insured mortgage(s).

Replacement Reserves:

Borrower will be required to escrow funds for a replacement reserve. Borrower shall execute and deliver standard HUD Replacement Reserve and Security Agreements at loan closing. An initial deposit to the reserve account may be required to supplement the ongoing reserve expense.

Completion Repair Reserve:

A completion repair escrow will be required at 110% (Affordable) of any non-critical repair (to be completed within a year of the loan closing). All health and safety repairs must be completed prior to loan closing.

Other Impounds/Reserves:

TBD as required by Lender and HUD.



IV. OTHER TERMS:

Recourse:

Non-Recourse to Borrower except for standard exceptions to non-recourse provisions of the Loan Documents. Guarantors shall be required to sign the HUD Regulatory Agreement. Guarantors will be selected consistent with HUD's requirements for signing Section 50 of the HUD Regulatory Agreement.

Transfer and Assumption:

Fully assumable subject to approval of transfer by HUD and Lender. The Loan is assumable with five-hundredths of a percent (0.05%) fee. Additional processing costs may apply.

V. LOAN PROCESSING REQUIREMENTS:

Due Diligence Needs:

You are required to submit certain information as detailed in Section VII below. Certain items are needed upon acceptance of this letter and other items can follow within the coming weeks. A quick and thorough response to such requests will allow us to serve you best. Lender makes best efforts to anticipate and request any additional information HUD may desire; however, HUD may still make further requests once the application has been submitted.

Commitment Conditions:

Upon completion of due diligence analysis and HUD approval, HUD will issue a Firm Commitment with Special Conditions that will detail the terms of the proposed loan and specify final conditions to be satisfied prior to rate lock and closing.

Loan Documents:

Borrower will be required to execute the loan documents on standard HUD forms, the terms of which are not subject to negotiation. The form loan documents will be provided by Lender's counsel.



VI. FEES AND DEPOSITS:

Processing Fee:

The non-refundable fee of \$7,500 is due with this Engagement Letter and intended to cover Lender's costs for processing your HUD application (including travel and credit reports). In the event the terms of this Engagement Letter exceed one year, an additional processing fee will be required.

HUD Examination Fee:

Three-tenths of a percent (0.30%) of the Estimated Insured Loan Amount at time of submission to HUD.

HUD Inspection Fee:

The inspection fee is either of the following:

- a) \$30 per unit where the repairs/improvements are greater than \$100,000 in total but \$3,000 or less per unit.
- b) \$30 per unit or one (1%) percent of the costs of repairs, whichever is greater, where the repairs/improvements are more than \$3,000 per unit.
- c) \$1,500 where the repairs/improvements are less than \$100,000 which fee may be waived by HUD.

Third Party Report Deposit:

A deposit of \$25,000 is due upon signing this Engagement Letter (see Exhibit 1). The deposit covers credit reports, third party reports (i.e. appraisal, environmental study, PML report, property inspection report, etc.), and any other special report required by Lender or HUD during the application process. In the event the Loan does not close, the amount not used will be refundable to Borrower. If, prior to closing the Loan, Lender's costs exceed the Third Party Report Deposit, Borrower agrees to increase this Third Party Report Deposit to cover anticipated costs and, in any event, to pay for all costs incurred on the closing date.



Financing Fee:	Financing Fee equal to one percent (1.0%) of the final Insured Loan Amount is due and payable the earlier of closing or expiration of the Firm Commitment. The fee is considered earned when HUD issues the Firm Commitment and is the applicable financing fee for Lender.
Placement Fee:	Placement Fee equal to zero percent (0.0%) of the Insured Loan Amount is due and payable the earlier of closing or expiration of the Firm Commitment. The fee is considered earned when HUD issues the Firm Commitment.
GNMA Fee:	GNMA Fee is calculated as \$500 for the first \$1.5 million of the Insured Loan Amount, plus \$200 for every remaining \$1 million or portion thereof.
HUD MIP:	<p>Mortgage Insurance Premium in the amount of twenty-five basis points (0.25%) of the Insured Loan Amount determined by HUD is payable at Closing and included in loan proceeds, thereafter, twenty-five basis points (0.25%) annually of the declining loan balance is payable in monthly installments.</p> <p>MIP above assumes the project meets HUD's definition of Broadly Affordable for calculation of the applicable mortgage insurance premium</p>
Good Faith Deposit:	One-half (0.50%) of a percent of the loan amount due upon acceptance of a loan commitment issued by Lender to Borrower. Borrower expressly acknowledges that upon the setting of the interest rate (the "Rate Lock"), Lender will be obligated to deliver the Loan to GNMA pursuant to the terms of a commitment issued by HUD to Lender (the "Firm Commitment"). The Good Faith Deposit will be refunded upon successful delivery of the Loan to GNMA.



Closing Costs:

All costs of closing including but not limited to Lenders third party expenses, title insurance, survey, recording, termite letter, borrower legal fee, UCC searches, tax setup/monitoring, and other closing costs will be the applicant's responsibility and are payable in addition to the fees and costs covered by the Processing Fee. Borrower agrees to pay for such costs on the closing date or otherwise upon termination of this Engagement Letter.

Broker Fee:

Borrower represents that there are no financial intermediaries, brokers, consultants, or referral parties used in this transaction and agrees to hold Lender harmless and to defend Lender from and against any and all claims for brokers' or finders' fees and commissions in connection with the transactions described herein.

Legal Fees (Lender's Counsel):

Estimated at \$30,000, as long as (a) Lender's due diligence does not reveal any conditions warranting legal consideration, (b) agreements involving third parties (if any) do not require significant review or negotiation, (c) closing requirements are timely submitted for Lender's counsel to have completed its review, during regular business hours, and (d) title, survey or other legal difficulties are not encountered. Borrower agrees to pay for the legal fees of Lender's counsel on the closing date.

This fee is broken out as \$5,000 retainer for the MAP Application Processing, and is due with this Engagement Letter, and \$25,000 for loan closing, which will be collected at loan closing. Lender legal fees are in addition to Lender's financing and placement fees noted above.

VII. BORROWER SUBMISSION REQUIREMENTS:



Borrower shall provide the Borrower-, Principal- and Property-related documentation requested in the underwriting checklist to be provided by Lender and the legal due diligence checklist to be provided by Lender's counsel. These submission requirements are and will remain subject to, among other things, Lender's and Lender counsel's due diligence, credit review procedures and internal approvals customary for a transaction of this nature. Therefore, additional material terms and documentation relating to this Loan are still to be determined. Upon Lender's and Lender's counsel's receipt and analysis of all Property, Borrower, and Principal related documents and information, the Loan will be submitted to HUD for approval. Lender will process the Loan pursuant to the requirements of HUD's MAP program from such materials to be provided by you. HUD may, once the application is submitted, request additional information and/or reports as the Department deems necessary in pursuit of HUD insurance for the mortgage.

VIII. EXHIBITS: The following Exhibits are attached to and made part of this Engagement Letter:

- Exhibit 1 - Estimated Use of Processing Fee & Third Party Deposit
- Exhibit 2 - Schedule of Transaction Participants
- Exhibit 3 - Borrower Questionnaire

IX. ACKNOWLEDGEMENT AND AGREEMENT:

This Engagement Letter is an indication of Lender's intent to process an application for Borrower for a loan with the basic terms described herein. This Engagement Letter is not a commitment by Lender or HUD to make or insure the proposed loan to the Borrower, and any such commitment will be evidenced by a separate written agreement between Lender and the Borrower upon HUD's issuance of a commitment to insure the transaction. The undersigned has engaged Lender to prepare your application and underwriting package in accordance with applicable HUD regulations and requirements of the multifamily accelerated processing ("MAP") program. All meetings and correspondence with the appropriate HUD office shall be conducted by Lender.

Lender makes no representation or warranty regarding the interest rate and terms available in the financial markets at the time Borrower rate locks pursuant to the terms of any commitment issued by Lender and accepted by Borrower. The initial terms will be adjusted based on the information derived from further due diligence, any applicable changes in HUD criteria, and completion of underwriting. Borrower acknowledges that Lender is relying upon information and documentation provided by the borrower in preparing the HUD Application and presentation.

You represent and warrant to Lender that you have the legal authority to bind the borrower and have the financial capacity to see the property completion of the subject proposal. You represent that you have generally familiarized yourself with the HUD requirements and, by acceptance of the HUD commitment, you represent and warrant your ability to comply with said requirements. While Lender will attempt to negotiate and obtain the Firm Commitment in general conformity within the terms of this Agreement and Engagement Letter, Lender has made no representations or warranties that HUD will issue a Firm Commitment. Borrower acknowledges that Lender will not be responsible or liable to the Borrower if a Firm Commitment is not issued or if the Insured Loan Closing does not occur, in the manner or within the timeframe desired.



This Engagement Letter shall not be assigned by you (other than to an affiliate) without the prior written consent of Lender (and any purported assignment without such consent shall be null and void) and may not be amended or waived except by an instrument in writing signed by you and Lender. This Engagement Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. This Engagement Letter shall be governed by, and construed in accordance with, the laws of the State of Maryland.

Borrower hereby acknowledges and agrees that Lender is the only HUD Lender authorized to represent the aforementioned Borrower for the financing described herein. Furthermore, Borrower understands that if a Loan is not secured with Lender, no other HUD Lender may consider the financing for the aforementioned Property for a period of one year. If you choose to curtail the processing with HUD after an application has been submitted on your behalf, but prior to HUD issuance of a Firm Commitment, Lender shall be entitled to payment by you of a termination fee in the amount of \$20,000. It is further understood that no termination fee shall be payable by either Lender or you in the event that Lender and/or HUD elects to curtail processing or to issue a rejection of the application at any stage. Additionally, if you wish to reapply to HUD for mortgage insurance for a loan on the same property within one year after your curtailment of processing, Lender shall be the mortgagee of record through which the re-filing of the application shall be done.

Borrower acknowledges that this Engagement Letter will be terminated and of no further force and effect unless it is executed and returned to Lender along with (i) the Processing Fee and Third Party Deposit, and (ii) an executed Schedule of Transaction Participants (attached hereto as Exhibit 3) no later than ten (10) business days from date hereof.

Borrower acknowledges that this Engagement Letter will be terminated and of no further force and effect unless it is executed and returned to Lender along with (i) the Processing Fee and (ii) Third Party Deposit no later than ten (10) business days from date hereof. Please also provide the executed Schedule of Transaction Participants (attached hereto as Exhibit 2) as soon as possible.

Borrower shall remit the Processing Fee and Third Party Deposit described in Section VI hereof by wire transfer to the following account:

Beneficiary Bank:	Capital One Bank
ABA:	065000090
Beneficiary Account No.:	7047658149
Beneficiary Account Name:	Capital One Multifamily Finance, LLC 2 Metro Center 10 th Floor Bethesda, MD 20814
Reference:	Fairfax Village Apartments

Borrower gives Lender the right to publicize basic financial terms and other information related to the Mortgage Loan, including the Borrower's name and logo(s), as well as the non-exclusive copyright and all other rights necessary for Lender to use any pictures and other media provided of Borrower, its facilities and/or personnel, in Lender advertising and marketing, in print, digital and other media, without



space or time limitations. Borrower represents that it owns all rights necessary to grant Lender permission for this use.

Notice & Representation regarding United States Patriot Act: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you apply for or open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

The undersigned Mortgagor, after having made diligent inquiry, hereby certifies to Lender that, to the best of his/her knowledge, the Borrower, each principal of the Borrower, and each tenant at the Project: (a) is not currently identified on the list ("OFAC List") of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control, and (b) is not a person/entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. The undersigned Mortgagor further acknowledges and agrees that he/she has a continuing obligation during the processing of the loan to notify Lender promptly if he/she knows or has reason to believe that the foregoing certification is no longer correct. The OFAC List is accessible through the internet website www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx. The Mortgagor agrees to execute an agreement regarding compliance with OFAC regulation at the time of closing. The Borrower further certifies that the Borrower, Borrowing Entity or any of the principals, sponsors, shareholders, partners, affiliates or subsidiaries of the Borrowing Entity, or any of the other participants to the proposed Insured Loan transaction are not on HUD's Debarment and/or Limited Denial List.

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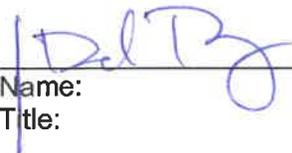


We appreciate this opportunity to service your financing needs and look forward to working with you during the coming months to bring this Loan to closing.
Very truly yours,

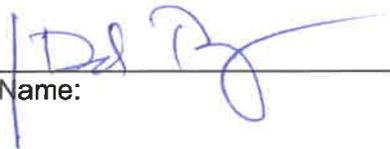
CAPITAL ONE MULTIFAMILY FINANCE, LLC

By: _____
Name: Cortney Mauldin
Title: Chief Underwriter

**ACCEPTED AND APPROVED BY BORROWER
AND KEY PRINCIPAL(S) THIS ___ DAY OF
1/4/2019, 2018:**

By:  _____
Name:
Title:

KEY PRINCIPAL

 _____
Name:

ACCEPTED AND APPROVED BY LENDER
THIS ___ DAY OF _____, 2018:

CAPITAL ONE MULTIFAMILY FINANCE, LLC

By: _____
Name:
Title:



EXHIBIT 1 – ESTIMATED USE OF PROCESSING FEE & THIRD PARTY DEPOSIT

Appraisal:	\$8,000
Engineering/Environmental:	\$9,000
Zoning & Other:	\$500
Processing Fee:	\$7,500
Lender Legal Retainer:	\$5,000
Total:	\$30,000



EXHIBIT 2 – SCHEDULE OF TRANSACTION PARTICIPANTS

BORROWER'S CONTACT INFORMATION:

Company Name: _____ Website: _____

Contact Person: _____ Email Address _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

BORROWER'S ATTORNEY INFORMATION:

Company Name: _____ Website: _____

Contact Person: _____ Email Address _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

PROPERTY MANAGER INFORMATION:

Company Name: _____ Website: _____

Contact Person: _____ Email Address _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

BORROWER'S INSURANCE COMPANY INFORMATION:

Company Name: _____ Website: _____

Contact Person: _____ Email Address _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

BORROWER'S TITLE COMPANY INFORMATION:

Company Name: _____ Website: _____

Contact Person: _____ Email Address _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____



BORROWER'S SURVEYOR INFORMATION:

Company Name: _____ Website: _____

Contact Person: _____ Email Address _____

Address: _____ City: _____ State: ____ Zip: _____

Phone Number: _____ Fax Number: _____



EXHIBIT 3 – BORROWER QUESTIONNAIRE

Please answer the below questions to the best of your ability. Attach separate explanations as necessary.

1. In which state was the Borrower/Mortgagor formed?

2. Please list all general partners, managing members, and/or anyone having an interest of 25% or greater in the Borrower.

	NAME	% OWNER -SHIP	ROLE (GP, LP, MEMBER)	DOMESTIC ENTITY (Yes/No)	APPROX. LIQUIDITY	APPROX. NET WORTH
1.						
2.						
3.						
4.						

3. On a separate sheet of paper, please provide an organizational chart for the borrowing structure (flow chart format) for the proposed transaction.

4. Has the Borrower or any individual or entity had any loans go to Special Servicing or Default?
 YES NO *If yes, please explain on a separate document.*

5. Do any of the owners of the Borrowing Entity have ownership in the Management Company?
 YES NO If so, which owner(s): _____

6. How long has the company managed the Property? _____ Years.

7. How many properties/units are managed by the property manager?
 Number of properties owned _____
 Number of units owned _____

8. How long has the management company been in business? _____ Years.

9. Please fill out the following chart:

Property Name	
Street Address	
City, State, Zip Code	
Number of Units	
Year Built	
Number of Buildings	
Number of Floors	
Number of Elevators	
Year Purchased by Borrower and Cost	

10. Have all units at the Property received proper C.O.s? YES NO
 If no, how many units do not have Certificates of Occupancy? Number of units _____

11. Was the Property built in phases? YES NO



If so, how many phases and when was each constructed: _____

12. Are there any easements or encroachments affecting the Property that could negatively impact value? YES NO If yes, provide further explanation.

13. Is there a military tenancy on site: YES NO If yes, what percentage: _____%

14. Is there a student concentration on site: YES NO If yes, what percentage: _____%

15. Are there any environmental matters affecting the Property or any adjacent properties?
 YES NO

16. Are there any subleases affecting the subject property? YES NO If yes, please describe.

17. Is the property subject to a ground lease, a "master lease" or are there any commercial leases affecting the Property?
 YES NO
If yes, please describe.

18. Is the Property subject to any rent controls, rent restrictions, or income restrictions? YES NO
If so, please explain below:

19. Please indicate if any of the following apply to the Property or current financing:
- a. HAP Contract? YES NO If yes, please provide copies of all contracts, renewals, assignments and extensions.
 - b. Any other type of Assistance including FHA Assistance? YES NO
If yes, please identify. _____
 - c. Tax Credit? YES NO
 - d. Bond Financing? YES NO

20. Please list the maturity date(s) of any debt to be retired in conjunction with the subject financing.

I/we hereby certify that the answers above are true and correct to the best of my/our knowledge.

By: _____

By: _____

Name: _____

Name: _____

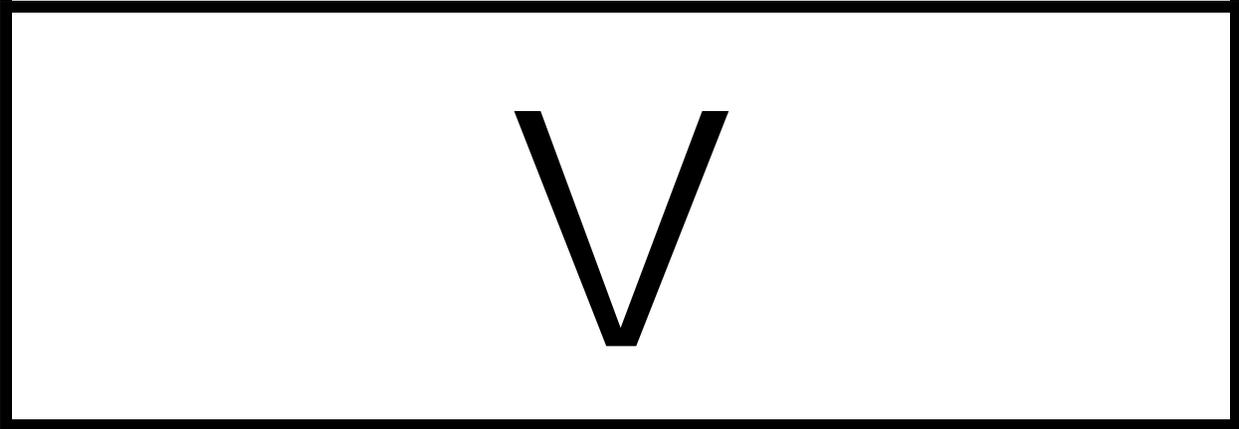
Date: _____

Date: _____

U

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

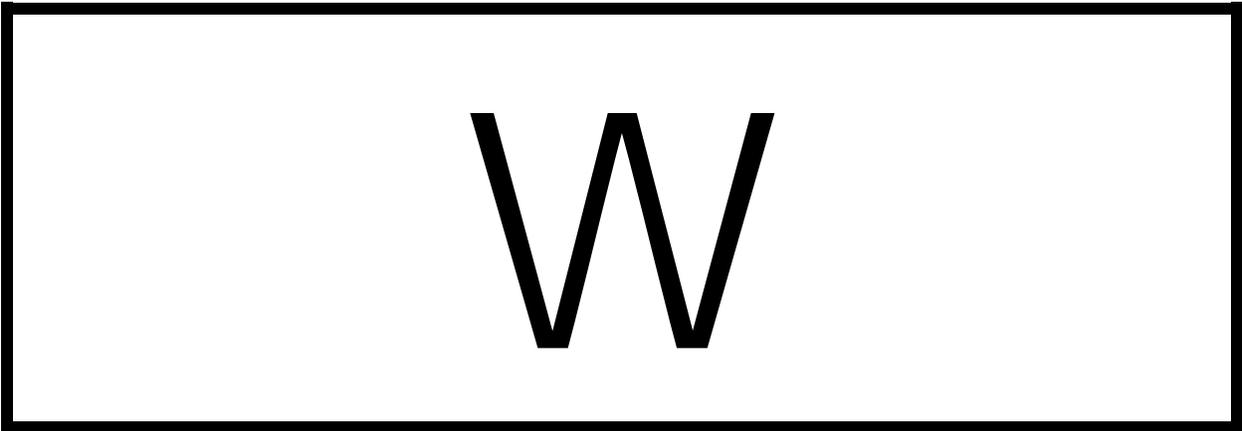
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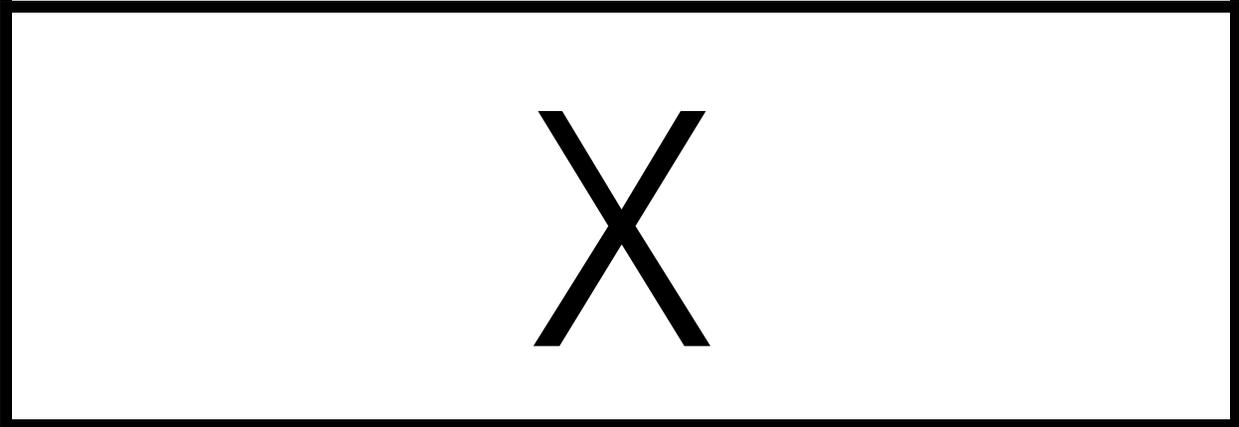
Nonprofit or LHA Purchase
Option or Right of First
Refusal

This deal does not require
information behind this tab.



(Reserved)

This deal does not require
information behind this tab.



X

Marketing Plan

For units meeting accessibility requirements of HUD section

504

This deal does not require
information behind this tab.