
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
- ▶ 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 pas

VHDA LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	john.david.bondurant@vhda.com	(804) 343-5725
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2019 Low-Income Housing Tax Credit Application For Reservation

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

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

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/11/19

1. Development Name: The Heights at Brady Square
2. Address (line 1): 2200 Brady Street
 Address (line 2): _____
 City: Richmond State: VA Zip: 23234
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of Richmond City
5. The site overlaps one or more jurisdictional boundaries..... FALSE
 If true, what other City/County is the site located in besides response to #4?..... _____
6. Development is located in the census tract of: 608.00
7. Development is located in a **Qualified Census Tract**..... TRUE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** TRUE
10. Development is located in a **Revitalization Area designated by resolution** FALSE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)

12. Development is located in a census tract with a poverty rate of.....

	3%	10%	12%
	FALSE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 4
- Planning District: 15
- State Senate District: 16
- State House District: 70

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

New construction of 66 affordable multi-family units in 11 buildings plus a community building on 11 acres. The buildings will consist of one, two and three bedroom units. The buildings will be two story garden style town homes that meet or exceed VHDA green building design guidelines. The development amenities will include a community building with a leasing office, gym, community space, onsite management office and common laundry. Other amenities will include a playground, walking trails, gated entrances, WIFI internet access in units and common areas and beautifully manicured landscaping.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/11/19

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 Selena Cuffee-Glenn
Chief Executive Officer's Title: Chief Administrative Officer Phone: 804-646-7970
Street Address: 900 Broad Street, Suite 201
City: Richmond State: VA Zip: 23219

Name and title of local official you have discussed this project with who could answer questions for the local CEO: William C. Davidson - Richmond Zoning Administrator

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

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

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

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

B. RESERVATION REQUEST INFORMATION

1. **Requesting Credits From:**

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

Richmond MSA Pool

or

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

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

Carryforward Allocation

Definitions of types:

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

New Construction

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

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

FALSE

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

TRUE

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

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

TRUE

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

Total Units within 9% allocation request? 66

Total Units within 4% Tax Exempt allocation Request? 66

Total Units: 132

% of units in 4% Tax Exempt Allocation Request: 50.00%

6. **Extended Use Restriction**

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

Must Select One: 30

Definition of selection:

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

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: BR Owner, LLC

Developer Name: BR Development, LLC

Contact: M/M ▶ Mr. First: Stephen MI: Last: Kominski

Address: 1264 Main Street

City: Waltham St. ▶ MA Zip: 02451

Phone: (781) 899-4002 Ext. 141 Fax: (781) 899-4009

Email address: skominski@dakotapartners.net

Federal I.D. No. 35-2651504 (if not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ Corporation Formation State: ▶ VA

Additional Contact: Please Provide Name, Email and Phone number.
Roberto Arista; rarista@dakotapartners.net; 781-899-4002

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

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

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
<u>Roberto Arista</u>	<u>781-899-4002</u>	<u>Managing Memb</u>	<u>45.000%</u>
<u>Marc Daigle</u>	<u>781-899-4002</u>	<u>Managing Memb</u>	<u>45.000%</u>
<u>Commonwealth Catholic Charities ("CCC")</u>	<u>804-545-5975</u>	<u>Member</u>	<u>10.000%</u>
			<u>0.000%</u>
			<u>0.000%</u>
			<u>0.000%</u>
			<u>0.000%</u>

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

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

C. OWNERSHIP INFORMATION

- 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: Option

Expiration Date: 5/1/20

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..... 5/1/20 .

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: Richmeade Land LLC, c/o Drucker & Falk, LLC

Address: 11824 Fishing Point Drive

City: Newport News St.: VA Zip: 23606

Contact Person: Guy Buck Phone: (757) 245-1541

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: Erik Hoffman This is a Related Entity. FALSE
Firm Name: Klein Hornig
Address: 1325 G Street NW, Suite 770 Washington DC 20005
Email: ehoffman@kleinhornig.com Phone: 202-842-0125
2. Tax Accountant: This is a Related Entity. FALSE
Firm Name:
Address:
Email: Phone:
3. Consultant: Ryne Johnson This is a Related Entity. FALSE
Firm Name: Astoria LLC Role:
Address: 3450 Lady Marion Court, Midlothian VA 23113
Email: rynejohnson@astoriallc.com Phone: 844-320-0585
4. Management Entity: This is a Related Entity. FALSE
Firm Name: The Lawson Companies
Address: 373 Edwin Drive, Virginia Beach VA 23462
Email: Phone: 757-499-6161
5. Contractor: Marc Daigle This is a Related Entity. TRUE
Firm Name: Dakota Partners, Inc.
Address: 1264 Main Street, Waltham MA 02451
Email: mdaigle@dakotapartners.net Phone: 781-899-4002
6. Architect: Mikel Griffin This is a Related Entity. FALSE
Firm Name: CJMW Architecture
Address: 1030 Main St., Lynchburg VA 24504
Email: mike.griffin@cjmw.com Phone: 434-847-6565
7. Real Estate Attorney Jennifer D. Mullen, Esq. This is a Related Entity. FALSE
Firm Name: Roth Jackson
Address: 11 S. 12th Street, Suite 500
Email: jmullen@rothjackson.com Phone: (804) 977-3374
8. Mortgage Banker: This is a Related Entity. FALSE
Firm Name:
Address:
Email: Phone:
9. Other: This is a Related Entity. FALSE
Firm Name: Role:
Address:
Email: Phone:

F. REHAB INFORMATION

1. Acquisition Credit Information

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

Action: (If True, provide required form in **TAB Q**)

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

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

2. Ten-Year Rule For Acquisition Credits

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

Action: (If True, provide an explanation for each building in Tab K)

F. REHAB INFORMATION

3. Rehabilitation Credit Information

- a. Credits are being requested for rehabilitation expenditures..... FALSE
If no credits are being requested for rehabilitation expenditures, go on to Part 4
- b. **Minimum Expenditure Requirements**
 - i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... FALSE
 - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... FALSE
 - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... FALSE
 - iv. There are different circumstances for different buildings..... FALSE
Action: (If True, provide an explanation for each building in Tab K)

4. Request For Exception

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

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

G. NONPROFIT INVOLVEMENT

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

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

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

- TRUE a. Be authorized to do business in Virginia.
- TRUE 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 compliance period (i.e., regular, continuous and substantial involvement) in the operation of the development throughout the Compliance Period.
- FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the partnership or managing member interest.
- FALSE e. Not be affiliated with or controlled by a for-profit organization.
- FALSE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
- FALSE g. Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity.

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

Nonprofit meets eligibility requirements for nonprofit pool and points. FALSE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: ▶ Other

Name: Commonwealth Catholic Charities (Please fit NP name within available space)

Contact Person: Jay Brown

Street Address: 1601 Rolling Hills Drive

City: Richmond State: ▶ VA Zip: 00002-3229

Phone: ##### Extension: Contact Email: jay.brown@cccovva.org

G. NONPROFIT INVOLVEMENT

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

Specify the nonprofit entity's percentage ownership of the general partnership interest 10.0%

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

A. TRUE

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

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

Name of qualified nonprofit: Commonwealth Catholic Charities

or indicate true if Local Housing Authority FALSE

Name of Local Housing Authority NA

2. FALSE

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

Action: Provide Homeownership Plan (TAB N)

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

H. STRUCTURE AND UNITS INFORMATION

General Information

a. Total number of all units in development	66	bedrooms	132
Total number of rental units in development	66	bedrooms	132
Number of low-income rental units	66	bedrooms	132
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	66	bedrooms	132
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development)			0
d. Total Floor Area For The Entire Development.....			65,087.64 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			5,448.00 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			59,639.64 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			100.00%
i. Exact area of site in acres	11.000		
j. Locality has approved a final site plan or plan of development.....			FALSE
If True, Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development.			
ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....			FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

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	683.45	SF	13	13
2BR Garden	902.82	SF	6	6
3BR Garden	1028.84	SF	6	6
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	922.71	SF	34	34
2+ Story 3BR Townhouse	1113.25	SF	7	7
2+ Story 4BR Townhouse	0.00	SF	0	0
			66	66

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

Structures

a. Number of Buildings (containing rental units)..... 11

b. Age of Structure:..... 0 years

c. Number of stories:..... 2

d. The development is a scattered site development..... FALSE

e. Commercial Area Intended Use: None

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

i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE

ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE

iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

H. STRUCTURE AND UNITS INFORMATION

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

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

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

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

Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Community Rm, Common Laundry, Playground, Gym, Mgmt Office

m. Number of Proposed Parking Spaces.. 207
 Parking is shared with another entity FALSE

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

H. STRUCTURE AND UNITS INFORMATION

Plans and Specifications

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

- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Application:
 - 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.

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	3.10%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	3.10%
Project Wide Absorption Period (Months)	10

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
- 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 (**T**

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

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

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

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"/> TRUE | 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)

- TRUE 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:

No market-rate units

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	14	17	20	0
Air Conditioning	Electric	Tenant	0	7	8	9	0
Cooking	Electric	Tenant	0	5	7	8	0
Lighting	Electric	Tenant	0	22	26	30	0
Hot Water	Electric	Tenant	0	13	15	18	0
Water		Tenant	0	25	30	35	0
Sewer		Tenant	0	34	43	51	0
Trash		Owner	0	0	0	0	0
Total utility allowance for costs paid by tenant			\$0	\$120	\$146	\$171	\$0

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

a. FALSE HUD

d. FALSE Local PHA

b. FALSE Utility Company (Estimate)

e. TRUE Other Viridiant

c. FALSE Utility Company (Actual Survey)

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.

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

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

TRUE

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

(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 (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 Rehabilitation Act.

K. SPECIAL HOUSING NEEDS

Special Housing Needs/Leasing Preferen

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

Elderly (as defined by the United States Fair Housing Act.)

Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only

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**)

Leasing Preferences

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

Organization which holds such waiting list: Richmond Redevelopment Housing & Authority

Contact person: Kerry L. James

Title: Director of Procurement & Contract Administration

Phone Number (804) 780-4444

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: 13
% of total Low Income Units 20%

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

K. SPECIAL HOUSING NEEDS

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

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

Section 8 New Construction Substantial Rehabilitation

Section 8 Moderate Rehabilitation

Section 8 Certificates

TRUE Section 8 Project Based Assistance

RD 515 Rental Assistance

Section 8 Vouchers

State Assistance

Other: _____

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

FALSE

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

d. Number of units receiving assistance:	<u>7</u>
How many years in rental assistance contract	<u>15.00</u>
Expiration date of contract:	<u>12/31/36</u>
There is an Option to Renew.....	<u>TRUE</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
33	50.00%	50% Area Median
33	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
66	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
7	10.61%	40% Area Median
26	39.39%	50% Area Median
33	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
66	100.00%	Total

- b. The development plans to utilize income averaging..... **FALSE**
 If above is true, should the points based on the units assigned to the levels above **be waived** and therefore not required for compl
 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	of Units 504 compliance	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	1	1	583.26	\$504.00	\$504
Mix 2	1 BR - 1 Bath	50% AMI	6	0	583.26	\$660.00	\$3,960
Mix 3	1 BR - 1 Bath	60% AMI	6	0	583.26	\$750.00	\$4,500
Mix 4	2 BR - 1.5 Bath	40% AMI	1	1	788.20	\$603.00	\$603
Mix 5	2 BR - 1.5 Bath	50% AMI	2	0	788.20	\$790.00	\$1,580
Mix 6	2 BR - 1.5 Bath	60% AMI	3	0	788.20	\$898.00	\$2,694
Mix 7	3 BR - 2 Bath	40% AMI	1	1	938.91	\$694.00	\$694
Mix 8	3 BR - 2 Bath	50% AMI	2	0	938.91	\$910.00	\$1,820
Mix 9	3 BR - 2 Bath	60% AMI	3	0	938.91	\$1,036.00	\$3,108
Mix 10	2 BR - 1.5 Bath	40% AMI	4	4	788.20	\$603.00	\$2,412
Mix 11	2 BR - 1.5 Bath	50% AMI	13	0	788.20	\$790.00	\$10,270
Mix 12	2 BR - 1.5 Bath	60% AMI	17	0	788.20	\$898.00	\$15,266
Mix 13	3 BR - 2 Bath	40% AMI	0	0	0.00	\$0.00	\$0
Mix 14	3 BR - 2 Bath	50% AMI	3	0	938.91	\$910.00	\$2,730
Mix 15	3 BR - 2 Bath	60% AMI	4	0	938.91	\$1,036.00	\$4,144
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0

L. UNIT DETAILS

Mix 24									\$0
Mix 25									\$0
Mix 26									\$0
Mix 27									\$0
Mix 28									\$0
Mix 29									\$0
Mix 30									\$0
Mix 31									\$0
Mix 32									\$0
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Mix 76									\$0
Mix 77									\$0
Mix 78									\$0
Mix 79									\$0
Mix 80									\$0
Mix 81									\$0
Mix 82									\$0
Mix 83									\$0

L. UNIT DETAILS

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			66	7	11,173.55	\$11,082		\$54,285

Total Units	66	Net Rentable SF:	TC Units	51,316.31
			MKT Units	0.00
			Total NR SF:	51,316.31

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

2019 Low-Income Housing Tax Credit Application For Reservation

M. OPERATING EXPENSES

Use Whole Numbers Only!

Administrative:

1. Advertising/Marketing			\$3,960
2. Office Salaries			\$33,000
3. Office Supplies			\$2,970
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$32,500
<u>5.08%</u> of EGI	<u>\$492.42</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$3,960
9. Auditing			\$5,874
## Bookkeeping/Accounting Fees			\$0
## Telephone & Answering Service			\$2,178
## Tax Credit Monitoring Fee			\$0
## Miscellaneous Administrative			\$0
Total Administrative			\$84,442

Utilities

## Fuel Oil			\$0
## Electricity			\$20,790
## Water			\$16,500
## Gas			\$0
## Sewer			\$20,922
Total Utility			\$58,212

Operating:

## Janitor/Cleaning Payroll			\$1,452
## Janitor/Cleaning Supplies			\$8,580
## Janitor/Cleaning Contract			\$0
## Exterminating			\$2,640
## Trash Removal			\$5,016
## Security Payroll/Contract			\$0
## Grounds Payroll			\$8,976
## Grounds Supplies			\$924
## Grounds Contract			\$23,100
## Maintenance/Repairs Payroll			\$36,960
## Repairs/Material			\$16,962
## Repairs Contract			\$1,650
## Elevator Maintenance/Contract			\$0
## Heating/Cooling Repairs & Maintenance			\$1,650
## Pool Maintenance/Contract/Staff			\$0
## Snow Removal			\$0
## Decorating/Payroll/Contract			\$0
## Decorating Supplies			\$0
## Miscellaneous			\$10,098
Totals Operating & Maintenance			\$118,008

M. OPERATING EXPENSES

Taxes & Insurance	
## Real Estate Taxes	\$55,000
## Payroll Taxes	\$5,478
## Miscellaneous Taxes/Licenses/Permits	\$0
## Property & Liability Insurance	\$16,700
## Fidelity Bond	\$1,056
## Workman's Compensation	\$792
## Health Insurance & Employee Benefits	\$6,270
## Other Insurance	\$0
Total Taxes & Insurance	\$85,296
Total Operating Expense	\$345,958

Total Operating Expenses Per Unit \$5,242 **C. Total Operating Expenses as % of** 54.06%

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Mini \$19,800

Total Expenses	\$365,758
-----------------------	------------------

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	1/7/19	Marc Daigle
b. Site Acquisition	2/28/20	Marc Daigle
c. Zoning Approval	3/1/19	Mark Pilotte
d. Site Plan Approval	11/30/19	Mark Pilotte
2. Financing		
a. Construction Loan		
i. Loan Application	10/1/19	Roberto Arista
ii. Conditional Commitment	12/1/19	Roberto Arista
iii. Firm Commitment	2/15/20	Roberto Arista
b. Permanent Loan - First Lien		
i. Loan Application	10/1/19	Roberto Arista
ii. Conditional Commitment	12/1/19	Roberto Arista
iii. Firm Commitment	2/15/20	Roberto Arista
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	2/12/19	Jim Peys
3. IRS Approval of Nonprofit Status	NA	NA
4. Closing and Transfer of Property to Owner	2/28/20	Roberto Arista
5. Plans and Specifications, Working Drawings	12/31/19	Evan Fink
6. Building Permit Issued by Local Government	1/29/20	Mark Pilotte
7. Start Construction	3/15/20	Karl Walsh
8. Begin Lease-up	3/1/21	Scott Shaw
9. Complete Construction	2/28/21	Karl Walsh
## Complete Lease-Up	10/29/21	Scott Shaw
## Credit Placed in Service Date	4/26/21	Roberto Arista

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
Must Use Whole Numbers Only!				
1. Contractor Cost				
a. Unit Structures (New)	4,523,000	0	0	4,523,000
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	4,523,000	0	0	4,523,000
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	2,275,000	0	0	2,275,000
p. Other Site work	0	0	0	0
Total Land Improvements	2,275,000	0	0	2,275,000
Total Structure and Land	6,798,000	0	0	6,798,000
q. General Requirements	407,880	0	0	407,880
r. Builder's Overhead (2.0% Contract)	135,960	0	0	135,960
s. Builder's Profit (6.0% Contract)	407,880	0	0	407,880
t. Bonds	125,000	0	0	125,000
u. Building Permits	34,000	0	0	34,000
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	\$7,908,720	\$0	\$0	\$7,908,720

O. PROJECT BUDGET - OWNER COSTS

MUST USE WHOLE NUMBERS ONLY!

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$1,818 /Unit)	120,000	0	0	120,000
c. Architecture Supervision Fee \$758 /Unit)	50,000	0	0	50,000
d. Tap Fees	675,000	0	0	675,000
e. Environmental	2,300	0	0	2,300
f. Soil Borings	14,000	0	0	14,000
g. EarthCraft/LEED	32,000	0	0	32,000
h. Appraisal	7,000	0	0	7,000
i. Market Study	6,000	0	0	6,000
j. Site Engineering / Survey	77,000	0	0	77,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	75,000	0	0	37,500
n. Construction Interest (5.0% fo 24 months)	590,000	0	0	200,000
o. Taxes During Construction	10,000	0	0	10,000
p. Insurance During Construction	75,000	0	0	75,000
q. Permanent Loan Fee (4.7%)	36,000	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	9,500	0	0	9,500
u. Accounting	15,500	0	0	7,750
v. Title and Recording	50,000	0	0	25,000
w. Legal Fees for Closing	150,000	0	0	75,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	69,342			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	75,000	0	0	75,000
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	320,000	0	0	0
ad. Contingency	420,000	0	0	350,000
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
(1) Other* specify Marketing	75,000	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(2) Other* specify Lenders Legal	45,000	0	0	0
(3) Other* specify Lender Inspections	15,000	0	0	15,000
(4) Other* specify Misc. Reimbursables	0	0	0	0
(5) Other * specify	0	0	0	0
(6) Other* specify	0	0	0	0
(7) Other* specify	0	0	0	0
(8) Other* specify	0	0	0	0
(9) Other* specify	0	0	0	0
### Other* specify	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$3,013,642	\$0	\$0	\$1,863,050
Subtotal 1 + 2 (Owner + Contractor Costs)	\$10,922,362	\$0	\$0	\$9,771,770
3. Developer's Fees	1,300,000	0	0	1,300,000
4. Owner's Acquisition Costs				
Land	1,050,000			
Existing Improvements	0	0		
Subtotal 4:	\$1,050,000	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$13,272,362	\$0	\$0	\$11,071,770

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$1,387,789

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

\$201,096 **Meets Limits**
\$188 **Meets Limits**
\$259,224

P. ELIGIBLE BASIS CALCULATION

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	13,272,362	0	0	11,071,770

2. Reductions in Eligible Basis

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

3. Total Eligible Basis (1 - 2 above)

0	0	11,071,770
---	---	------------

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

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	3,321,531
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0
Total Adjusted Eligible basis	0	14,393,301

5. Applicable Fraction

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

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

0	0	14,393,301
---	---	------------

7. Applicable Percentage

0.00%	0.00%	9.00%
-------	-------	-------

(Beginning with 2016 Allocations, use the standard 9% rate.)

(For tax exempt bonds, use the most recently published rates.)

8. Maximum Allowable Credit under IRC §42

\$0	\$0	\$1,295,397
-----	-----	-------------

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

\$1,295,397 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. Bank of America	09/01/19	01/15/20	\$10,000,000	
2.				
3.				
Total Construction Funding:			\$10,000,000	

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

Source of Funds	Date of Application	Date of Commitment	<i>(Whole Numbers only)</i>		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
			Amount of Funds	Annual Debt Service Cost			
1. VHDA - REACH	9/1/19	1/15/20	\$1,320,000	\$60,519	2.95%	35.00	35.00
2. VHDA - Taxable Bonds	9/1/19	1/15/20	\$2,775,000	\$178,826	5.50%	35.00	35.00
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$4,095,000	\$239,345			

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

Q. SOURCES OF FUNDS

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.			
2.			
3.			\$0
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

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$1,320,000
g.	HOME Funds	\$0
h.	Other:	\$0
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$2,775,000
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

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

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

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

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

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

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

c. **FALSE** Other _____

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit

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

b. Equity that Sponsor will Fund:

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

Equity Total \$0

2. Equity Gap Calculation

a. Total Development Cost	\$13,272,362
b. Total of Permanent Funding, Grants and Equity	- <u> \$4,095,000</u>
c. Equity Gap	<u> \$9,177,362</u>
d. Developer Equity	- <u> \$922</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$9,176,440

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator: _____
 Contact Person: _____ Phone: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

b. Syndication Equity

i. Anticipated Annual Credits	\$976,315.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	<u> \$0.940</u>
iii. Percent of ownership entity (e.g., 99% or 99.9%)	<u> 99.99000%</u>
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	<u> \$0</u>
v. Net credit amount anticipated by user of credits	<u> \$976,217</u>
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	<u> \$9,176,440</u>

c. Syndication: Select?
 d. Investors: Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$9,176,440

5. Net Equity Factor

Must be equal to or greater than 85% 93.9999665658%

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>\$13,272,362</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$4,095,000</u>
3. Equals Equity Gap		<u>\$9,177,362</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>93.9999665658%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$9,763,155</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$976,315</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,295,397</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$976,315</u>
Credit per LI Units		<u>\$14,792.6515</u>
Credit per LI Bedroom		<u>\$7,396.3258</u>
	Combined 30% & 70% PV Credit Requested	\$976,315

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	\$54,285
Plus Other Income Source (list) <u>Laundry, Utility Bill Backs</u>	\$3,059
Equals Total Monthly Income:	<u>\$57,344</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$688,128</u>
Less Vacancy Allowance <u>7.0%</u>	<u>\$48,169</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u><u>\$639,959</u></u>

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

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

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	<u>\$639,959</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$639,959</u>
d. Total Expenses	<u>\$365,758</u>
e. Net Operating Income	<u>\$274,201</u>
f. Total Annual Debt Service	<u>\$239,345</u>
g. Cash Flow Available for Distribution	<u>\$34,856</u>

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	639,959	652,758	665,813	679,130	692,712
Less Oper. Expenses	365,758	376,731	388,033	399,674	411,664
Net Income	274,201	276,027	277,781	279,456	281,048
Less Debt Service	239,345	239,345	239,345	239,345	239,345
Cash Flow	34,856	36,682	38,436	40,111	41,703
Debt Coverage Ratio	1.15	1.15	1.16	1.17	1.17

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	706,566	720,698	735,112	749,814	764,810
Less Oper. Expenses	424,014	436,734	449,836	463,331	477,231
Net Income	282,553	283,964	285,276	286,483	287,579
Less Debt Service	239,345	239,345	239,345	239,345	239,345
Cash Flow	43,208	44,619	45,931	47,138	48,234
Debt Coverage Ratio	1.18	1.19	1.19	1.20	1.20

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	780,106	795,709	811,623	827,855	844,412
Less Oper. Expenses	491,548	506,295	521,483	537,128	553,242
Net Income	288,558	289,414	290,139	290,727	291,171
Less Debt Service	239,345	239,345	239,345	239,345	239,345
Cash Flow	49,213	50,069	50,794	51,382	51,826
Debt Coverage Ratio	1.21	1.21	1.21	1.21	1.22

Estimated Annual Percentage Increase in Revenue 2.00% (Must be < 2%)
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be > 3%)

U. Building-by-Building Information

Must Complete

Number of BINS: 11

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).

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

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		6		2200 Brady St.		Richmond	VA	23234				\$0			100.00%	\$0	\$1,308,481		9.00%	\$117,763
2.		6		2200 Brady St.		Richmond	VA	23234				\$0			100.00%	\$0	\$1,308,481		9.00%	\$117,763
3.		6		2200 Brady St.		Richmond	VA	23234				\$0			100.00%	\$0	\$1,308,481		9.00%	\$117,763
4.		6		2200 Brady St.		Richmond	VA	23234				\$0			100.00%	\$0	\$1,308,481		9.00%	\$117,763
5.		6		2200 Brady St.		Richmond	VA	23234				\$0			100.00%	\$0	\$1,308,481		9.00%	\$117,763
6.		6		2200 Brady St.		Richmond	VA	23234				\$0			100.00%	\$0	\$1,308,481		9.00%	\$117,763
7.		6		2200 Brady St.		Richmond	VA	23234				\$0			100.00%	\$0	\$1,308,481		9.00%	\$117,763
8.		6		2200 Brady St.		Richmond	VA	23234				\$0			100.00%	\$0	\$1,308,481		9.00%	\$117,763
9.		6		2200 Brady St.		Richmond	VA	23234				\$0			100.00%	\$0	\$1,308,481		9.00%	\$117,763
10.		6		2200 Brady St.		Richmond	VA	23234				\$0			100.00%	\$0	\$1,308,481		9.00%	\$117,763
11.		6		2200 Brady St.		Richmond	VA	23234				\$0			100.00%	\$0	\$1,308,491		9.00%	\$117,764
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
		66	0	Totals from all buildings					\$0	\$0	\$0	\$0	\$14,393,301	\$0	\$1,295,397					

Credit Amount should equal Gap Calculation Requirement Number of BINS: 11

V. STATEMENT OF OWNER

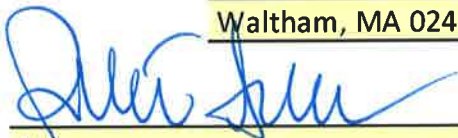
The undersigned hereby acknowledges the following:

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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner BR Owner, LLC
1264 Main Street
Waltham, MA 02451
By: 
Its: Member
(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 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 when appropriate, which may change the final score.

MANDATORY ITEMS:

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. 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:			0.00

1. READINESS:

a. VHDA notification letter to CEO (via Locality Notification Information Application)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	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:			10.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	4.47
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	0.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
Total:			34.47

2019 Low-Income Housing Tax Credit Application For Reservation

3. DEVELOPMENT CHARACTERISTICS:

a. Amenities (See calculations below)			70.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet VHDA's Universal Design standards	14%	Up to 15	2.05
h. Developments with less than 100 units	Y	up to 20	13.60
i. Historic Structure	N	0 or 5	0.00
Total:			<u>165.65</u>

4. TENANT POPULATION CHARACTERISTICS:

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

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	19.70%	Up to 15	14.77
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)	10.61%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			<u>89.77</u>

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x unit	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	57.74
b. Cost per unit		Up to 100	31.94
Total:			<u>89.68</u>

7. BONUS POINTS:

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

2019 Low-Income Housing Tax Credit Application For Reservation

	Total:	<u>105.00</u>
425 Point Threshold - all 9% Tax Credits	TOTAL SCORE:	<u>544.57</u>
325 Point Threshold - Tax Exempt Bonds		

2019 Low-Income Housing Tax Credit Application For Reservation

Amenities:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance material	25	25.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	4.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	8.00
i. Bath Fan - Delayed timer or continuous exhaust	3	0.00
j. Baths equipped with humidistat	3	3.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	0.00
s. New Construction: Balcony or patio	4	4.00
		<u>70.00</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>70.00</u>

X.

Development Summary

Summary Information 2019 Low-Income Housing Tax Credit Application For Reservation

Deal Name: **The Heights at Brady Square**

Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$976,315
Allocation Type: New Construction **Jurisdiction:** Richmond City
Total Units 66 **Population Target:** General
Total LI Units 66
Project Gross Sq Ft: 65,087.64 **Owner Contact:** Stephen Kominski
Green Certified? TRUE

Total Score 544.57

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$4,095,000	\$62,045	\$63	\$239,345

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$6,798,000	\$103,000	\$104	51.22%
General Req/Overhead/Profit	\$951,720	\$14,420	\$15	7.17%
Other Contract Costs	\$159,000	\$2,409	\$2	1.20%
Owner Costs	\$3,013,642	\$45,661	\$46	22.71%
Acquisition	\$1,050,000	\$15,909	\$16	7.91%
Developer Fee	\$1,300,000	\$19,697	\$20	9.79%
Total Uses	\$13,272,362	\$201,096		

Total Development Costs	
Total Improvements	\$10,922,362
Land Acquisition	\$1,050,000
Developer Fee	\$1,300,000
Total Development Costs	\$13,272,362

Income		
Gross Potential Income - LI Units	\$688,128	
Gross Potential Income - Mkt Unit:	\$0	
Subtotal	\$688,128	
Less Vacancy %	7.00%	\$48,169
Effective Gross Income	\$639,959	

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$84,442	\$1,279
Utilities	\$58,212	\$882
Operating & Maintenance	\$118,008	\$1,788
Taxes & Insurance	\$85,296	\$1,292
Total Operating Expenses	\$345,958	\$5,242
Replacement Reserves	\$19,800	\$300
Total Expenses	\$365,758	\$5,542

Cash Flow	
EGI	\$639,959
Total Expenses	\$365,758
Net Income	\$274,201
Debt Service	\$239,345
Debt Coverage Ratio (YR1):	1.15

Proposed Cost Limit/Unit: \$201,096
Applicable Cost Limit/Unit: \$259,224
Proposed Cost Limit/Sq Ft: \$188
Applicable Cost Limit/Sq Ft \$218

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	13
# of 2BR	40
# of 3BR	13
# of 4+ BR	0
Total Units	66

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	7
50% AMI	33	26
60% AMI	33	33
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 30

2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$188.25** Credits/SF = **16.3702** Const\$/unit = **\$119,829.0909**

TYPE OF PROJECT
LOCATION
TYPE OF CONSTRUCTION

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

11000
400
1

400
1

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	683.45	902.82	1,028.84	0.00	922.71	1,113.25	0.00
NUMBER OF UNITS	0	13	6	6	0	34	7	0
PARAMETER-(COSTS=>35,000)	0	185,873	247,830	291,200	0	260,700	284,400	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	185,873	247,830	291,200	0	260,700	284,400	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	185,873	247,830	291,200	0	260,700	284,400	0
PROJECT COST PER UNIT	0	128,662	169,959	193,683	0	173,703	209,573	0
PARAMETER-(CREDITS=>35,000)	0	15,750	21,000	24,675	0	21,450	23,400	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	15,750	21,000	24,675	0	21,450	23,400	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	15,750	21,000	24,675	0	21,450	23,400	0
PROJECT CREDIT PER UNIT	0	11,188	14,779	16,842	0	15,105	18,224	0
COST PER UNIT POINTS	0.00	6.06	2.86	3.04	0.00	17.19	2.79	0.00
CREDIT PER UNIT POINTS	0.00	11.41	5.39	5.77	0.00	30.48	4.69	0.00

TOTAL COST PER UNIT POINTS

31.94

TOTAL CREDIT PER UNIT POINTS

57.74

Cost Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1ST	1 BR-E-1ST	2 BR-E-1ST
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-1ST	1 BR-E-1ST	2 BR-E-1ST
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	185,873	247,830	291,200	0	260,700	284,400	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	185,873	247,830	291,200	0	260,700	284,400	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	15,750	21,000	24,675	0	21,450	23,400	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	15,750	21,000	24,675	0	21,450	23,400	0

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

Cost Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1ST	1 BR-E-1ST	2 BR-E-1ST
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-1ST	1 BR-E-1ST	2 BR-E-1ST
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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
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Credit Parameters - General

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2019 Low-Income Housing Tax Credit Application For Reservation

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11000
400
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400
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PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
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TOTAL COST PER UNIT POINTS

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TOTAL CREDIT PER UNIT POINTS

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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
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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
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Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	185,873	247,830	291,200	0	260,700	284,400	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
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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	15,750	21,000	24,675	0	21,450	23,400	0

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

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	185,873	247,830	291,200	0	260,700	284,400	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	185,873	247,830	291,200	0	260,700	284,400	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	15,750	21,000	24,675	0	21,450	23,400	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	15,750	21,000	24,675	0	21,450	23,400	0



A

Partnership or Operating Agreement

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

BR OWNER, LLC

Amended and Restated Operating Agreement

This Amended and Restated Operating Agreement (the “Agreement”) of BR Owner, LLC (the “Company”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Code of Virginia (the “Act”), is entered into by BR Managing Member, LLC, a Virginia limited liability company, as the sole member of the Company (the “Member”), effective as of March 1, 2019.

1 Name

The name of the limited liability company is “BR Owner, LLC” and its principal business office is located at 1264 Main Street, Waltham, MA 02451.

2 General Character of Business, Purpose & Powers

The general character of the business of the Company is set forth in the Certificate of Organization filed with the State Corporation Commission of the Commonwealth of Virginia on February 12, 2019. The purposes of the Company are to undertake any activity which a company may lawfully undertake under the Act.

3 Separateness

The Company shall conduct its business and operations in its own name and shall maintain books and records and bank accounts separate from those of any other person.

4 Management

The Company will be member-managed. The Member will carry the title of “Manager” and shall exercise full and exclusive control over the affairs of the Company. The Manager may appoint officers and agents for the Company and give them such titles and powers as the Manager may choose. Any action taken by the Manager in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Manager, shall be an action of the Company.

5 Allocation of Profit and Loss

All profits and losses of the Company (and items of income, deduction, gain, or loss) will be allocated 100% to the Member.

6 Distributions

All distributions with respect to the Member’s interest in the Company will be made 100% to the Member.

7 Capital Contribution

The capital contribution of the Member to the Company is One Hundred Dollars (\$100.00).

8 Dissolution

The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company's property and the Company's receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Member to dissolve.

9 Fiscal Year

The fiscal year of the company will be the calendar year.

10 No Liability of Member and Others

The Member, its officers, employees and agents, and any officers and agents of the Company shall not be liable for the Company's liabilities, debts or obligations, all of which shall be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement shall not be grounds for imposing personal liability any such person.

11 Indemnification

The Company shall indemnify and defend the Member, its officers, employees and agents, and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company's business to the fullest extent provided or allowed by law.

12 Amendment

This Agreement may be amended only by written instrument executed by the Member and indicating an express intention to amend this instrument.

13 Governing Law

This Agreement will be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Virginia.

14 Amendment and Restatement

This Agreement amends and restates the Operating Agreement of the Company dated February 12, 2019 in its entirety.


[signature on following page]

IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement under seal as of the date first written above.

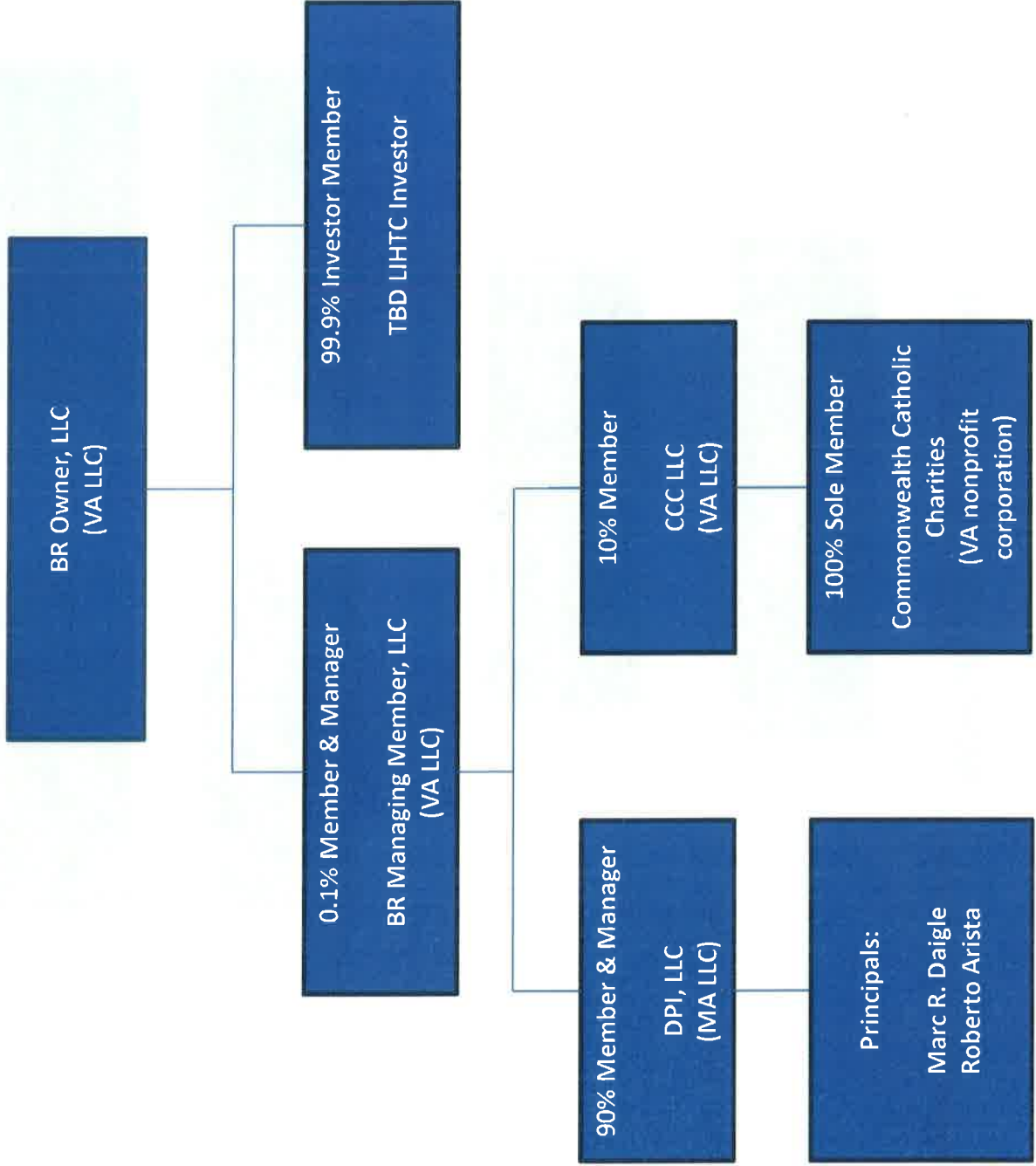
BR MANAGING MEMBER, LLC,
a Virginia limited liability company

By: DPI, LLC,
a Massachusetts limited liability company

Its: Manager

By: 
Name: ROBERTO ARIDA
Title: MANAGER

PROPOSED LIHTC OWNERSHIP STRUCTURE



02-12-'19 17:05 FROM-

T-014 P0001/0001 F-298

Form **SS-4**

Application for Employer Identification Number

OMB No. 1545-0003

(Rev. July 2007)

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

EIN

35-2651504

Department of the Treasury
Internal Revenue Service

See separate instructions for each line. Keep a copy for your records.

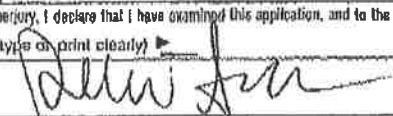
Auto Send

1 Legal name of entity (or individual) for whom the EIN is being requested BR Owner LLC		3 Executor, administrator, trustee, "care of" name	
2 Trade name of business (if different from name on line 1)		5a Street address (if different) (Do not enter a P.O. box.) 1234 Main Street	
4a Mailing address (room, apt., suite no. and street, or P.O. box)		5b City, state, and ZIP code (if foreign, see instructions) Waltham, MA 02451	
4b City, state, and ZIP code (if foreign, see instructions)		6 County and state where principal business is located Middlesex, MA	
7a Name of principal officer, general partner, grantor, owner, or trustee DPI, LLC		7b SSN, ITIN, or EIN 27-2001977	
8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		8b If 8a is "Yes," enter the number of LLC members 1	
8c If 8a is "Yes," was the LLC organized in the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
9a Type of entity (check only one box). Caution, if 8a is "Yes," see the instructions for the correct box to check.			
<input type="checkbox"/> Sole proprietor (SSN)		<input type="checkbox"/> Estate (SSN of decedent)	
<input type="checkbox"/> Partnership		<input type="checkbox"/> Plan administrator (TIN)	
<input type="checkbox"/> Corporation (enter form number to be filed)		<input type="checkbox"/> Trust (TIN of grantor)	
<input type="checkbox"/> Personal service corporation		<input type="checkbox"/> National Guard <input type="checkbox"/> State/local government	
<input type="checkbox"/> Church or church-controlled organization		<input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military	
<input type="checkbox"/> Other nonprofit organization (specify)		<input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises	
<input checked="" type="checkbox"/> Other (specify) disregarded entity		Group Exemption Number (GEN) if any	
9b If a corporation, name the state or foreign country (if applicable) where incorporated		Foreign country	
10 Reason for applying (check only one box)			
<input checked="" type="checkbox"/> Started new business (specify type) Real Estate		<input type="checkbox"/> Banking purpose (specify purpose)	
<input type="checkbox"/> Hired employees (Check the box and see line 13.)		<input type="checkbox"/> Changed type of organization (specify new type)	
<input type="checkbox"/> Compliance with IRS withholding regulations		<input type="checkbox"/> Purchased going business	
<input type="checkbox"/> Other (specify)		<input type="checkbox"/> Created a trust (specify type)	
<input type="checkbox"/> Other (specify)		<input type="checkbox"/> Created a pension plan (specify type)	
11 Date business started or acquired (month, day, year). See instructions. February, 2019		12 Closing month of accounting year December	
13 Highest number of employees expected in the next 12 months (enter -0- if none)		14 Do you expect your employment tax liability to be \$1,000 or less in a full calendar year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If you expect to pay \$4,000 or less in total wages in a full calendar year, you can mark "Yes.")	
Agricultural	Household	Other	
0	0	0	
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year)		N/A	
16 Check one box that best describes the principal activity of your business.			
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing		<input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale-agent/broker	
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance		<input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail	
<input type="checkbox"/> Other (specify)			
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. affordable housing			
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If "Yes," write previous EIN here			

404

024488113

2/26/2019

Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.	
Third Party Designee Name Brenna Chaplain	Designee's telephone number (include area code) (617) 224-0815
Address and ZIP code Klein Hornig LLP, 101 Arch Street, Suite 1101, Boston, MA 02110	Designee's fax number (include area code) (617) 224-0801
Name and title (type or print clearly)	Applicant's telephone number (include area code) (781) 899-4002
Signature 	Applicant's fax number (include area code) (617) 224-0801
Date	

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Cat. No. 15065N Form **SS-4** (Rev. 7-2007)

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. RECEIVED BY IRS-EEFAX 02/12/2019 5:06PM (GMT-05:00)

REC-13 2019

TAB A

LPA

Developer Fee Agreement

DEVELOPMENT FEE AGREEMENT

THIS DEVELOPMENT FEE AGREEMENT (this “*Agreement*”) is made and entered into effective as of March 3rd, 2019, by and between BR OWNER, LLC, a Virginia limited liability company (the “*Company*”), and BR DEVELOPMENT, LLC, a [Virginia] limited liability company (the “*Developer*”).

WITNESSETH:

WHEREAS, the Company, pursuant to that certain Assignment and Assumption of Option Contract for the Purchase and Sale of Real Property dated March 3rd, 2019, entered into that certain Option Contract for the Purchase and Sale of Real Property dated January 1, 2019 (collectively, the “*Option*”) with Richmeade Land LLC, a North Carolina limited liability company, granting the option to purchase certain real property located in Richmond, Virginia, as further described in such Option (the “*Property*”).

WHEREAS, the Company has been formed for the purposes, inter alia, of acquiring, financing, owning, constructing, developing, maintaining, improving, operating, leasing and selling or otherwise disposing of the Property together with all improvements, furnishings, equipment and personal property to be located thereon (together, the land and improvements are known as The Heights at Brady Square and will be collectively referred to as the “*Apartment Complex*”), which Apartment Complex upon completion will consist of eleven (11) buildings with sixty-six (66) affordable multi-family units, a separate community building and all furnishings, equipment, land, real property and personal property used in connection with the operation thereof, and is intended to be rented and managed in order that it will qualify for the low-income housing tax credit provided in Section 42 of the Internal Revenue Code of 1986, as amended (the “*Code*”);

WHEREAS, in order to effectuate the purposes for which it has been formed, the Company has engaged the services of the Developer with respect to overseeing the development of the Apartment Complex for the Company; and

WHEREAS, the parties desire to enter into this Agreement that amends and restates in total any and all prior agreements and sets forth the obligations of, and the services to be performed by, the Developer and the compensation for such services.

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

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

- (a) to assist, advise and consult on the selection of and provide coordination and supervision of the architect and engineer in connection with the preparation of and any changes to

the site plan for the Apartment Complex and the renderings, drawings and specifications for construction of Improvements (the “*Plans and Specifications*”);

(b) to be cognizant of and advise the Company with respect to any and all rules or regulations, city ordinances, including health and fire safety regulations, or any other requirements of law or governmental authorities applicable to the development and construction of the Improvements and to coordinate the services of professionals in connection therewith;

(c) to assist, coordinate and supervise the obtaining of all necessary building permits and approvals for and in connection with the development and construction of the Apartment Complex;

(d) to consult, advise and assist in preparing a development and construction budget and pro forma cash flow projections and coordinating professionals in connection therewith;

(e) to cooperate and coordinate with the construction contractors appointed by the Company;

(f) to otherwise use commercially reasonable best efforts to coordinate, supervise and cause the development and construction of the Apartment Complex on a timely basis and within the contemplated budget;

(g) to record the progress on all of the foregoing, and, as requested, submit written progress reports to the Company; and

(h) to maintain or cause to be maintained at its sole cost and expense all off-site office and accounting facilities and equipment necessary to adequately perform all functions of Developer specified herein.

The Developer may retain the services of independent consultants, provided the Company shall have no responsibility to such independent parties.

Section 2. Services Not Contemplated By This Agreement. The Developer is not responsible for in any manner or form and shall not perform any of the following services, it being the understanding between the parties hereto that all such listed activities and services are the exclusive responsibility of the Company, the Managing Member and/or consultants or others engaged by the Company:

(a) any services with respect to the acquisition of the land or buildings included in the Apartment Complex or development of nonresidential improvements;

(b) services in connection with obtaining an allocation of Credits;

(c) any services in connection with obtaining commitments from and negotiating with any permanent lender to the Apartment Complex;

(d) any services in connection with the syndication of the Company or placement of the equity from investor members;

(e) any services with respect to the lease-up of the Apartment Complex units (such services already having been contemplated in the Management Agreement);

(f) any services in connection with the organizational structure of the Apartment Complex and any entity with respect thereto or the organization of the Company; and

(g) any services in connection with obtaining any rental subsidies for the Apartment Complex.

The Developer understands that it will not be paid and at no time will be due any amounts under this Agreement if and to the extent the Developer should perform any such services. In connection hereto, the Developer represents, warrants and covenants that, to the best of its knowledge, it has not performed and will not perform any of such services in connection with this Agreement and, in the event the Developer has performed or does perform any such services, it agrees that no compensation at any time payable to the Developer pursuant to this Agreement will be attributable to any such services.

Section 3. Development Fee.

(a) In consideration of the performance by the Developer of the development services described herein, the Company shall pay to the Developer a development fee (the “*Development Fee*”) in the amount of \$[1,300,000]. The Company and the Developer acknowledge that specific portions of the Development Fee shall be earned by Developer as certain benchmarks are satisfied as more particularly described in the Amended and Restated Operating Agreement of the Company to be entered into after the date hereof (the “*Operating Agreement*”), but in any event all of the Development Fee shall be earned upon the receipt by the Company of the final certificate of occupancy for the last building in the Apartment Complex (or, if earlier, as of the end of the first year of the credit period (as such term is defined in Section 42(f)(1) of the Code)). All amounts due and payable hereunder shall be paid in accordance with the Operating Agreement.

(b) Developer shall not be compensated for, and no portion of the Development Fee shall apply to, services in connection with the development of nonresidential improvements, the organization or syndication of the Company, the acquisition of land or existing buildings included in the Apartment Complex, obtaining an allocation of Credits or securing financing for the Apartment Complex other than construction financing, it being the understanding between the parties hereto that all such listed activities and services are the exclusive responsibility of the Company, the Managing Member and/or consultants or others engaged by the Company. In addition, any amount of Development Fee that remains unpaid after Construction Completion of the Apartment Complex shall constitute a loan bearing an interest rate equal to the long-term Applicable Federal Rate for the month in which the Apartment Complex achieves Construction

Completion, from the Developer to the Company, and shall be due and payable in full by the fifteenth anniversary of Construction Completion.

Section 4. Termination of Duties and Responsibilities of Developer. The Developer shall have no further duties or obligations hereunder after receipt of a final certificate of occupancy for the last building in the Apartment Complex and completion of all punch list items. The Developer's duties, responsibilities and rights hereunder shall not be terminated by the Company except for "cause" as finally determined by a court of competent jurisdiction. For purposes hereof, "cause" shall mean fraud, dishonesty, reckless disregard for customary practices and intentional misconduct after at least thirty (30) days' prior notice and opportunity to cure.

Section 5. Miscellaneous.

(a) This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any of the parties hereto without the written consent of the other party and the Developer may not assign or pledge its rights or its duties under this Agreement.

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

(c) This Agreement and the rights and obligations of the parties hereto shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws. The parties agree and consent that venue for purposes of resolving any dispute or controversy relating to this Agreement shall be Richmond, Virginia.

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

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

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

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

(h) In the event any provision hereof is deemed to be unenforceable or against public policy, then such provision shall be deemed omitted from this Agreement and to the extent possible such provision shall be replaced with an enforceable provision which corresponds with

the spirit of the omitted provision, and no other provision of this Agreement shall be affected by such omission or unenforceability.

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

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

(k) All capitalized terms herein shall have the same meanings as set forth in the Operating Agreement, except as otherwise expressly set forth herein.

Section 6. Notice. Any notice required to be given hereunder shall be in writing and mailed by certified mail, postage prepaid, or hand delivered with receipt of service simultaneously to all parties at the addresses set forth in the Operating Agreement. Each party shall have the right to change its address for the receipt of notices, upon the giving of proper notice to all other parties hereto. Whenever a period of time is to be computed from the date of receipt of an item of certified mail, such period shall be computed from the fifth day following the date of mailing if delivery of the certified mail item is refused by the party to whom it was directed.

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

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

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

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

Section 10. Waiver of Jury Trial. (a) Each of the parties hereto hereby knowingly, voluntarily and intentionally, after opportunity for consultation with independent counsel, waives its right to trial by jury in any action or proceeding to enforce or defend any rights or obligations (i) under this

Agreement, (ii) arising from the financial relationship between the parties existing in connection with this Agreement or (iii) arising from any course of dealing, course of conduct, statement (verbal or written) or action of the parties in connection with such financial relationship. (b) No party hereto will seek to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial has not been or cannot be waived. (c) The provisions of this Section have been fully negotiated by the parties hereto, and these provisions shall be subject to no exceptions. (d) No party hereto has in any way agreed with or represented to any other party that the provisions of this Section will not be fully enforced in all instances. (e) This Section is a material inducement for the Company to enter into this Agreement.

[End of text; signatures begin on following page]

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

DEVELOPER:

BR DEVELOPMENT, LLC,
a [Virginia] limited liability company

By: _____

Its: _____

COMPANY:

BR OWNER, LLC,
a Virginia limited liability company

By: BR Manager, LLC,
a Virginia limited liability company

Its: Sole Member and Manager

By: DPI, LLC,
a Massachusetts limited liability company

Its: Manager

By: _____

Its: _____

B

Virginia State Corporation
Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, February 12, 2019

This is to certify that the certificate of organization of

BR Owner, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: February 12, 2019



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, FEBRUARY 12, 2019

The State Corporation Commission has found the accompanying articles submitted on behalf of
BR Owner, LLC

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

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the
Commission, effective February 12, 2019.

STATE CORPORATION COMMISSION

By

Judith Williams Jagdmann
Commissioner

DLLCACPT
CISECOM
19-02-12-6808

**ARTICLES OF ORGANIZATION
OF
BR OWNER, LLC**

The undersigned, pursuant to Chapter 12 of Title 13.1 of the Code of Virginia, states as follows:

1. The name of the limited liability company is BR Owner, LLC.
2. The purpose for which the limited liability company is formed is to engage in any lawful business, purpose or activity for which a limited liability company may be formed under the Virginia Limited Liability Company Act.
3. The name of the limited liability company's initial registered agent is TRAC - The Registered Agent Company. The initial registered agent is a foreign stock corporation authorized to transact business in Virginia.
4. The address of the limited liability company's initial registered office, which is identical to the business office of the initial registered agent, is 201 N. Union Street, Suite 230, Alexandria, VA 22314. The initial registered office is located in Fairfax County, Virginia.
5. The address of the limited liability company's principal office where the records of the limited liability company are to be kept is 1264 Main Street, Waltham, MA 02451-1740.

ORGANIZER:

/s/ Paige Gentry Date: February 12, 2019
Paige Gentry

Form
LLC-1011

(Rev. 12/2017)

Virginia State
Corporation
Commission



Articles of Organization Virginia Limited Liability Company

▶ See instructions that follow

Filing Fee:
\$100.00

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia the undersigned states as follows:

Article I

The name of the limited liability company ("the company") is:

BR Owner, LLC

(The name must contain the words limited company or limited liability company or the abbreviation L.C., LC, L.L.C., or LLC)

Article II

A. The name of the company's initial registered agent is

TRAC - The Registered Agent Company

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

- (1) an INDIVIDUAL who is a resident of Virginia **and**
 - a member or manager of the limited liability company.
 - a member or manager of a limited liability company that is a member or manager of the limited liability company.
 - an officer or director of a corporation that is a member or manager of the limited liability company.
 - a general partner of a general or limited partnership that is a member or manager of the limited liability company.
 - a trustee of a trust that is a member or manager of the limited liability company.
 - a member of the Virginia State Bar.

OR

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

Article III

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

201 N. Union Street, Suite 230 Alexandria VA 22314
(number/street) (city or town) (state) (zip)

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

Article IV

The company's principal office address, including the street and number, is

1264 Main Street Waltham MA 02451-1740
(number/street) (city or town) (state) (zip)

Signature(s) of Organizer(s):

Signature	Printed Name	Date	Telephone No. (optional)
	Paige Gentry		

Articles of Organization Instructions

Filing Requirements	
Include filing fee of \$100.00.	
Paper Filing	Online Filing
Download from www.scc.virginia.gov/clk/dom_1lc.aspx , complete, print, and mail to below address.	Visit https://sccfile.scc.virginia.gov/NewEntity to complete and file in real time or to submit a PDF.
Include a check payable to State Corporation Commission. DO NOT SEND CASH.	Pay online with a credit card.

Specific Instructions

Article I Name

The proposed name must be distinguishable from other entity names on record with the Commission. To check the availability of a name, visit our website, <https://sccfile.scc.virginia.gov/NameAvailability>, or contact the Clerk's Office.

Article II Registered Agent

The registered agent's sole duty is to receive legal documents and notices on behalf of the entity. The limited liability company may not serve as its own registered agent. The registered agent must be an individual or entity that meets one of the qualifications; check the applicable box.

Article III Registered Office Address

The registered office location must be identical to the registered agent's business office.

Only use a rural route and box number if:

- The registered office's location has no street address.

Only use a post office box if:

- There is no street address or rural route and box number.
- The town/city has a population of 2,000 or less.

Provide the name of the county or independent city where the registered office is located.

Article IV Principal Office Address

The principal office is the location of the company's principal executive offices. The company must keep a current list of its members and other internal company records at the principal office. Only use a rural route and box number if a principal office has no street address. A post office box is not allowed.

Signature(s) of Organizer(s)

One or more organizers must sign the articles. Include the signature and printed name of each person who signs.

If signing on behalf of an organizer that is a business entity, include the business entity's name, your printed name, and your role within the business entity.

Questions? Call (804) 371-9733 or 1-866-722-2551 (toll-free in Virginia)

Where To Submit Paper Documents

Mailing Address:

State Corporation Commission
Clerk's Office
PO Box 1197
Richmond, VA 23218-1197

Courier Delivery Address:

State Corporation Commission
Clerk's Office, First Floor
1300 E. Main St.
Richmond, VA 23219

Important Information

This form contains the minimum Virginia requirements for articles of organization. If the articles of organization needs to include additional provisions, **separately** prepare and submit typewritten articles of organization that cover the minimum requirements, using the following guidelines:

- size 8 1/2" x 11"
- one-sided
- no visible watermarks or background logos
- minimum 1" margin on all sides

Do not include Personally Identifiable Information, such as a Social Security number, in a business entity document submitted to the Office of the Clerk for filing with the Commission. For more information, see Notice Regarding Personally Identifiable Information at www.scc.virginia.gov/clk.

C

Principal's Previous
Participation Certification
(MANDATORY)



Previous Participation Certification

Development Name: The Heights at Brady Square
Name of Applicant (entity): BR Owner, 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

Roberto Arista

Printed Name

March 1, 2019

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



Previous Participation Certification

Development Name: The Heights at Brady Square
Name of Applicant (entity): BR Owner, 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

Marc Daigle

Printed Name

March 3, 2019

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



Previous Participation Certification

Development Name: The Heights at Brady Square
Name of Applicant (entity): BR Owner, 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


Jason Brown

Printed Name

3/6/2019

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: The Heights at Brady Square
 Name of Applicant: BR Owner, LLC

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Marc Daigle
 Principal's Name: _____

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed In Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Maple Ridge Phase I, 1 Longfellow Lane Tyngsboro, MA 01879	Maple Ridge Affordable Apartments, LLC. 781-899-4002	Y	24	24	11/18/2010	10/6/2011	N
2	Maple Ridge Phase I 2 Longfellow Lane Tyngsboro, MA 01879	Maple Ridge Affordable Apartments, LLC. 781-899-4002	Y	24	24	12/17/2010	10/6/2011	N
3	Maple Ridge Phase I 3 Longfellow Lane Tyngsboro, MA 01879	Maple Ridge Affordable Apartments, LLC. 781-899-4002	Y	24	24	2/18/2011	10/6/2011	N
4	Maple Ridge Phase II 4 Longfellow Lane Tyngsboro, MA 01879	Maple Ridge Affordable Apartments II, LLC 781-899-4002	Y	24	24	1/13/2012	1/2/2013	N
5	Pine Valley Mill Lofts 37 Wilton Rd., Milford, CT 03055	Pine Valley Residential LLC 781-899-4002	Y	50	50	3/31/2014	6/9/2015	N
6	The Residences at Laurel Hill 40 Laurel Hill Rd. Brookfield, CT 06804	Laurel Hill Residences LLC 781-899-4002	Y	24	24	6/30/2015	1/24/2017	N
7	The Residences at Laurel Hill 40 Laurel Hill Rd. Brookfield, CT 06804	Laurel Hill Residences LLC 781-899-4002	Y	24	24	9/21/2015	1/24/2017	N
8	The Residences at Laurel Hill 30 Laurel Hill Rd. Brookfield, CT	Laurel Hill Residences LLC 781-899-4002	Y	24	24	10/20/2015	1/24/2017	N
9	Village Green Phase I 767A Independence Dr., Hyannis, MA 02601	Village Green I LLC 781-899-4002	Y	30	30	8/15/2015	8/29/2016	N
10	Village Green Phase I 767D Independence Dr., Hyannis, MA 02601	Village Green I LLC 781-899-4002	Y	30	30	6/30/2015	8/29/2016	N
11	Tenney Place Phase I 505 Bldg 2 Unit 101 West Lowell Ave. Haverhill, MA 01830	Tenney Place Apartments LLC 781-899-4002	Y	36	28	5/27/2016	10/11/2017	N
12	Tenney Place Phase I 505 Bldg 1 Unit 101 West Lowell Ave. Haverhill, MA 01830	Tenney Place Apartments LLC 781-899-4002	Y	36	28	8/22/2016	10/11/2017	N
13	Village Green Phase II 767C Independence Dr., Hyannis, MA 02601	Village Green II LLC 781-899-4002	Y	30	30	3/29/2017	7/13/2018	N
14	Village Green Phase II 767B Independence Dr., Hyannis, MA 02601	Village Green II LLC 781-899-4002	Y	30	30	5/2/2017	7/13/2018	N
15	390 Capital Lofts 390 Capital Avenue, Hartford CT 06106	390 Capital Avenue, LLC 781-899-4002	Y	112	24	12/21/2016	7/25/2018	N
16	Barton Commons 34 East Street, New Milford, CT 06776	Barton House New Mildford, LLC 781-899-4002	Y	14	14	11/16/2016	3/14/2018	N
17	Barton Commons 34 East Street, New Milford, CT 06776	Barton House New Mildford, LLC 781-899-4002	Y	24	24	2/10/2017	3/14/2018	N
18								

* 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: 150 62

LIHTC as % of

41% Total Units

v 01.01.19



Development Name: The Heights at Brady Square

Name of Applicant: BR Owner, LLC

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Roberto Arista
Principal's Name:

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Maple Ridge Phase I 1 Longfellow Lane Tyngsboro, MA 01879	Maple Ridge Affordable Apartments, LLC. 781-899-4002	Y	24	24	11/18/2010	10/6/2011	N
2	Maple Ridge Phase I 2 Longfellow Lane Tyngsboro, MA 01879	Maple Ridge Affordable Apartments, LLC. 781-899-4002	Y	24	24	12/17/2010	10/6/2011	N
3	Maple Ridge Phase I 3 Longfellow Lane Tyngsboro, MA 01879	Maple Ridge Affordable Apartments, LLC. 781-899-4002	Y	24	24	2/18/2011	10/6/2011	N
4	Maple Ridge Phase II 4 Longfellow Lane Tyngsboro, MA 01879	Maple Ridge Affordable Apartments II, LLC 781-899-4002	Y	24	24	1/13/2012	1/2/2013	N
5	Pine Valley Mill Lofts 37 Wilton Rd., Milford, CT 03055	Pine Valley Residential LLC 781-899-4002	Y	50	50	3/31/2014	6/9/2015	N
6	The Residences at Laurel Hill 40 Laurel Hill Rd. Brookfield, CT 06804	Laurel Hill Residences LLC 781-899-4002	Y	24	24	6/30/2015	1/24/2017	N
7	The Residences at Laurel Hill 40 Laurel Hill Rd. Brookfield, CT 06804	Laurel Hill Residences LLC 781-899-4002	Y	24	24	9/21/2015	1/24/2017	N
8	The Residences at Laurel Hill 30 Laurel Hill Rd. Brookfield, CT	Laurel Hill Residences LLC 781-899-4002	Y	24	24	10/20/2015	1/24/2017	N
9	Village Green Phase I 767A Independence Dr., Hyannis, MA 02601	Village Green I LLC 781-899-4002	Y	30	30	8/15/2015	8/29/2016	N
10	Village Green Phase I 767D Independence Dr., Hyannis, MA 02601	Village Green I LLC 781-899-4002	Y	30	30	6/30/2015	8/29/2016	N
11	Tenney Place Phase I 505 Bldg 2 Unit 101 West Lowell Ave. Haverhill, MA 01830	Tenney Place Apartments LLC 781-899-4002	Y	36	28	5/27/2016	10/11/2017	N
12	Tenney Place Phase I 505 Bldg 1 Unit 101 West Lowell Ave. Haverhill, MA 01830	Tenney Place Apartments LLC 781-899-4002	Y	36	28	8/22/2016	10/11/2017	N
13	Village Green Phase II 767C Independence Dr., Hyannis, MA 02601	Village Green II LLC 781-899-4002	Y	30	30	3/29/2017	7/13/2018	N
14	Village Green Phase II 767B Independence Dr., Hyannis, MA 02601	Village Green II LLC 781-899-4002	Y	30	30	5/2/2017	7/13/2018	N
15	390 Capital Lofts 390 Capital Avenue, Hartford CT 06106	390 Capital Avenue, LLC 781-899-4002	Y	112	24	12/21/2016	7/25/2018	N
16	Barton Commons 34 East Street, New Milford, CT 06776	Barton House New Milford, LLC 781-899-4002	Y	14	14	11/16/2016	3/14/2018	N
17	Barton Commons 34 East Street, New Milford, CT 06776	Barton House New Milford, LLC 781-899-4002	Y	24	24	2/10/2017	3/14/2018	N
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19								

* 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.



Development Name: The Heights at Brady Square
 Name of Applicant: BR Owner, LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Commonwealth Catholic Charities
 Principal's Name:

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1								
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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:

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#DIV/0!

LIHTC as % of
 Total Units
 v.01.01.19

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
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2nd PAGE TOTAL: 0 0

GRAND TOTAL: 150 62

LIHTC as % of 41% Total Unit

DAKOTA PARTNERS
PRIOR DEVELOPMENT EXPERIENCE

(last ten years)

8-Feb-19

<u>Currently Owned:</u> Project name	Type	Units	Year	Project Type Primary Financing	Role
Whitman Woods I Tyngsboro, MA	Rental	72	2011	New Construction 9% LIHTC	Developer/Contractor
Whitman Woods II Tyngsboro, MA	Rental	24	2012	New Construction 9% LIHTC	Developer/Contractor
Pine Valley Lofts Milford, NH	Rental	50	2013	Historic Conversion 9% LIHTC	Developer/Contractor
179 Allyn Hartford, CT	Rental	63	2013	Historic Conversion Market Rate	Developer
Village Green I Hyannis, MA	Rental	60	2014	New Construction 9% LIHTC	Developer/Contractor
The Residences at Laurel Hill Brookfield, CT	Rental	72	2015	New Construction 4% LIHTC	Developer/Contractor
Temney Place I Haverhill, MA	Rental	72	2016	New Construction 9% LIHTC	Developer/Contractor
Kensington Woods Bedford NH	Rental	41	2017	New Construction 9% LIHTC	Developer

Roberto Arista – Principal

Roberto Arista is principal and co-founder of Dakota. Roberto brings over 30 years of experience in project planning & development, budgeting and financing, including successful management of more than \$400 million in capital projects with full profit and loss accountability. As a real estate developer, Roberto successfully managed the development of approximately \$300 million in real estate, including residential condominiums, multi-family properties, and land entitlements.

EXPERIENCE

2006 – Present **DAKOTA PARTNERS, INC.** **Waltham, MA**

Real estate developer, builder, and investor

Principal – Co-founded Dakota Partners, Inc., a developer and builder of real estate. Responsibilities include:

- Planning and implementing company's strategic direction.
- Evaluating and securing new development opportunities.
- Securing equity and debt financing for projects.
- Managing the development of multiple projects.
- Maintaining investor relationships and reporting.

2000 – 2006 **THE AUSTIN DEVELOPMENT GROUP, INC.** **Stoneham, MA**

Real estate developer and investor

Principal - Co-founded The Austin Development Group, Inc., a real estate development and investment firm specializing in residential infill development. Planned and managed projects from inception to completion and ran day-to-day company operations. Projects ranged from the development of a 46-unit condominium complex, worth approximately \$12 million, to a rental portfolio in Manchester, NH. Accomplishments and responsibilities included:

- Managing company operations and implementing strategic vision of company.
- Sourcing projects and negotiating purchase terms.
- Managing the permitting process of projects.
- Securing debt and equity financing.
- Maintaining relationships with banks and investors.
- Managing construction and renovation of multiple projects.
- Managing unit sales.

1997 - 2000 **DIGIORGIO ASSOCIATES, INC.** **Boston, MA**

Healthcare facility designer specializing in facility planning and real estate development for hospitals and healthcare institutions.

Director of Real Estate Services - Consulted with clients on projects ranging from 30,000 SF Center for Cancer Care with leased medical office space to 80,000 SF renovation and new construction hospital project. Accomplishments and responsibilities included:

- Marketing services and establishing and maintaining senior level client relationships.
- Developing new business relationships.

- Preparing market projections and feasibility studies.
- Conducting campus-wide space capacity and master-planning.
- Managing development projects from inception to completion.

1990 - 1995 **THE BRISTOL GROUP, INC.** **Boston, MA**
Healthcare management consulting firm specializing in facility planning and real estate development for hospitals and healthcare institutions.

Senior Management Consultant - Consulted with clients on projects ranging from 30,000 SF Center for Cancer Care with leased medical office space to 80,000 SF renovation and new construction hospital project. Accomplishments and responsibilities included:

- Managing facility projects from inception to completion.
- Assembling and supervising teams of project professionals.
- Negotiating acquisition of real estate interests on behalf of clients.
- Marketing firm services and maintaining client relationships.

1985 - 1990 **YANKEE ATOMIC ELECTRIC COMPANY** **Bolton, MA**
Power plant operator and engineering services firm with worldwide presence specializing in nuclear projects.

Project Manager - Planned and managed new and renovation construction projects of office space and industrial facilities. Accomplishments and responsibilities include:

- Estimating project costs, coordinating bid packages, evaluating and selecting contractors, and negotiating contracts.
- Establishing project schedules and controlling costs within budgetary limits.
- Managing project and administering contracts.
- Preparing yearly departmental budgets and monitoring expenses.

1982 - 1985 **STONE & WEBSTER ENGINEERING CORPORATION** **Boston, MA**
Engineering, architectural, and construction conglomerate with projects ranging from power plants to water treatment facilities.

Structural Engineer - Analyzed and designed complex power plant structures. Accomplishments and responsibilities include:

- Preparing engineering calculations.
- Conducting self-directed structural analysis research projects.
- Supervising preparation of engineering drawings and directing construction.

EDUCATION

1996 **Massachusetts Institute of Technology**, Cambridge, MA
MS in Real Estate Development from the Center for Real Estate

1989 **Boston College**, Chestnut Hill, MA
MBA with concentration in Finance

1981 **Northeastern University**, Boston, MA
BS in Civil Engineering with concentration in Structural Engineering

Marc Daigle - Principal

Marc Daigle is principal and co-founder of Dakota. As an architect and real estate developer, Marc brings a unique perspective to Dakota. With over 30 years of experience in design, development, and construction, Marc has successfully developed over 50 projects totaling over \$300 million in real estate including residential condominiums, multi-family properties, and land entitlements.

EXPERIENCE

2006 – Present **DAKOTA PARTNERS, INC.**

Waltham, MA

Real estate developer, builder, and investor

Principal – Co-founded Dakota Partners, Inc., a developer and builder of real estate. Responsibilities include:

- Planning and implementing company's strategic direction
- Managing day-to-day operations.
- Evaluating and securing new development opportunities.
- Creating professional design team and integrating the design process.
- Managing construction of multiple projects.
- Directing the marketing and sales of end product.

1998 – 2006 **EMERALD DEVELOPMENT GROUP, INC.**

Watertown, MA

Real estate developer, builder, and investor

Principal - Founded Emerald Development Group, Inc., a real estate development and construction company specializing in the reclamation and redevelopment of obsolete urban sites into multi-family residential streetscapes. Primary responsibilities were acquisition, development, design and corporate management. To maximize control without sacrificing aesthetic results, Emerald engaged Architectural Partners, an affiliate company, to design its projects. Achievements and responsibilities included:

- Producing 22 projects totaling +/- \$70 million in value.
- Directing day-to-day operations
- Locating and securing new development opportunities.
- Managing the permitting process of projects.
- Securing financing, both debt and equity.
- Managing construction of multiple projects.
- Managing unit sales.

1985 - 2002 **ARCHITECTURAL PARTNERS, INC.**

Watertown, MA

Architectural firm

Principal – Founded Architectural Partners, Inc. an architectural firm specializing in residential and commercial urban infill projects primarily for real estate developers. Accomplishments and responsibilities included:

- Overseeing the design of commercial office and retail buildings in excess of 800,000 square feet of tenant fit-out space.
- Overseeing the design of over 900 units of residential infill housing projects for other developer clients.

- Managing a staff of up to 10 professionals.
- Actively marketing the firm's services and establishing and maintaining client relationships.
- Participating in the public approvals process through presentations to neighborhood groups and public officials.

1982 - 1986

BOSTON COLLEGE

Chestnut Hill, MA

Facilities Planning Department

Senior Project Manager – Worked closely with department heads throughout the campus to design and manage new and renovation construction projects for office space, classrooms and lecture facilities. Participated in campus master planning projects. Accomplishments and responsibilities included:

- Supervising preparation of architectural and engineering drawings for all in-house projects.
- Estimating project costs, coordinating bid packages, evaluating and selecting contractors, and negotiating contracts.
- Establishing project schedules and controlling costs within budgetary limits.
- Overseeing project implementation: Supervised construction and conducted project status meetings.
- Hiring and supervising team of professionals, and scheduling and coordinating project activities for larger projects.
- Prepared site accommodation study and model to facilitate the location of the 380,000 square foot Conte Arena.

EDUCATION

1981

Wentworth Institute of Technology, Boston, MA
BS in Architectural Engineering

Corporate Profile



Dakota Partners, Inc.

1264 Main Street

Waltham, MA 02451

Tel. 781-899-4002

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I. EXECUTIVE SUMMARY

Dakota Partners, Inc. (“Dakota”) is a Massachusetts-based real estate developer and builder involved in the acquisition and repositioning of existing real estate, as well as the development of real estate from the ground up. With a focus on residential development, Dakota is involved in multi-family rental communities and for-sale projects in both urban and suburban areas. To date, Dakota has developed over 1,000 residential units. Dakota has substantial expertise and experience in the development of projects utilizing various state and federal financing programs, including low income housing tax credits, historic tax credits, CDBG, HOME and a variety of state and local soft second loans. Dakota also undertakes condominium developments in superior markets.

Founded in 2006 by Roberto Arista and Marc Daigle, Dakota’s development and construction team has decades of experience designing, developing and building residential and commercial projects. With a commitment to improve the lives of the people who live in our communities, Dakota integrates a high level of design with green building technologies and traditional craftsmanship to create vibrant and desirable projects. Our team partners with neighborhood groups and public officials in the cities and towns where we work to respond to the needs of the community and ensure the success of each project for all stakeholders. Dakota and its team have successfully acquired or completed over 100 residential projects, primarily in the New England area. Recent projects include the development of tax-credit financed garden style communities in Hyannis, MA (120 units), Haverhill, MA (142 units), a 50-unit tax-credit financed conversion of an historic mill in Milford, NH, the rehabilitation of two historic office building in Hartford, CT into 63 units and 112 units respectively, and a 72-unit garden style community in Brookfield, CT. For more information on current and recent projects, see the accompanying Project Profile.

Dakota’s Vice President of Acquisitions and Development, Stephen Kominski, oversees the identification, acquisition and financing of sites and buildings appropriate for multi-family housing and historic conversion. Steve has over thirty years of experience developing properties that utilize state and federal financial incentives.

Dakota manages construction of its projects either as the general contractor or construction manager. We subcontract all aspects of construction to team focused subcontractors. Dakota’s construction activity is led by our Director of Construction, James O’Brien. Jim brings over 35 years of construction experience with both general contractors and private developers, consistently completing projects on time and profitably. Dakota utilizes project managers and project coordinators to oversee scheduling, purchasing, day-to-day management of its projects. In addition, a site superintendent is on site daily to oversee and coordinate the various subcontractors and to verify that the project is built according to plans. Dakota has adopted a modular construction model where possible, which was first successfully implemented at the 96-unit Tyngsboro, MA project. This model allows construction timeframes that are up to 50% shorter than conventional construction and sustainability goals (like Energy Star and LEED certification). Due to its success, Dakota envisions a continuation of this construction model in its new construction rental projects.

With fifteen projects in the pipeline, Dakota is well-positioned to strengthen its leadership position in the residential development arena. Dakota’s staff of eighteen construction, development, and administrative professionals, is an extraordinary group of professionals dedicated to upholding the highest standards of quality at every phase of development.

II. OUR VALUE STATEMENT

Dakota believes that development and construction should be aimed at achieving three primary goals:

- 1. Add to the social benefit of the community**
- 2. Minimize our carbon footprint**
- 3. Produce a fair and predictable return**

We believe that these goals, which we call the “triple bottom line” are not only in harmony with one another, but are also necessary to succeed in the long term.

Adding to the social benefit of the community means ensuring that our developments are accessible to the largest segment of the population in the cities and towns where we operate. This population typically includes the individuals and families (such as teachers, policemen, firemen, and library workers) that provide essential town services, blue-collar and service workers, and young professionals just starting out. This is also the population whose household income is typically between 60% and 100% of the median income of the area it resides in and whose need for quality affordable housing is most pressing.

Minimizing our carbon footprint means deliberately ensuring that our developments do not waste precious limited resources and have inherent sustainability. The green movement is upon us and we have embraced its momentum and are committed to advancing to its forefront. One of the ways we achieve this goal is by using modular construction. Modular construction is inherently more energy saving and less wasteful than traditional construction as 85% of the construction of the building takes place in a factory.

Modular construction in a standardized form is also an effective way of meeting the affordable housing cost equation. In this regard, Dakota has designed a modular 24-unit prototype that it has used successfully in all of its new construction projects (including Maple Ridge, Village Green, and Laurel Hill).

The other way to achieve sustainability is to incorporate energy conservation solutions, known as green building solutions. Although the green building movement has been in existence for nearly 20 years, it has become more part of the national dialogue only in recent years, as the scarcity of resources and energy have become more acute. This scarcity is unlikely to abate, therefore, conserving energy and using sustainable materials in construction will not be seen as only a marketing gimmick but a necessary imperative. Meeting government Energy Star standards is the minimum threshold for energy efficiency. However, LEED certification is recognized as the current sustainability standard. Dakota achieves both Energy Star compliance and LEED certification standards in all of its buildings. Therefore, achieving a LEED certification, which is a standard that Massachusetts is encouraging, is easier to reach.

Producing a fair and predictable return means providing a financial benefit to our partners and our company which is appropriate and reliable. Affordable and moderately priced housing is a stable industry that does not suffer significantly from the swings of the natural business cycle, therefore, projected returns may not be as high as those of higher end developments, but are much more predictable and consistent.

III. MANAGEMENT TEAM PROFILES

Roberto Arista - Principal

Roberto Arista is principal and co-founder of Dakota. Roberto brings 30 years of experience in project planning & development, budgeting and financing, including successful management of more than \$100 million in capital projects with full profit and loss accountability. As a real estate developer, Roberto successfully managed the development of approximately \$50 million in real estate, including condominiums, rental units, and land subdivisions.

Marc Daigle - Principal

Marc Daigle is principal and co-founder of Dakota. Marc brings three decades of experience in design, development, and construction. Marc successfully developed over 30 projects totaling over \$100 million in real estate including condominium units, rental projects, and land developments.

Stephen Kominski – Vice President of Acquisitions

Stephen Kominski joined Dakota in 2006. Stephen has over 25 years of experience in projects permitted under Chapter 40B. Since joining Dakota, Stephen has worked on identifying and acquiring sites appropriate for affordable housing, securing financing and overseeing the development process. During this time Stephen produced site control and permits for a number of projects, including: Maple Ridge, Village Green, and Tenney Place. Over the last 20 years, Stephen has been involved in a variety of apartment projects throughout the country. He has completed these projects in various capacities, such as General Partner, Development Manager, and Consultant.

James O'Brien – Director of Construction

Jim has over 30 years of experience in the construction industry. He has managed many construction projects with a total value in the millions of dollars. Jim holds both bachelor and master degrees in construction management.

IV. DEVELOPMENT EXPERIENCE

Dakota is highly experienced in garden style residential development. Dakota and its principals have successfully acquired and/or completed over 30 residential projects, ranging from 2 to 72 units. These projects include several affordable housing developments, which employed Low Income Housing Tax Credit financing and Historic Tax Credit financing. Below is a partial list of Dakota's completed projects and projects under development.

<p>Maple Ridge Apartments, Tyngsboro, MA</p> <p>Three-story garden style apartments</p> <p>72 rental units – Phase I</p> <p>24 rental units – Phase II</p>	<p>Pine Valley Mill, Milford, NH</p> <p>Renovation of historic mill building</p> <p>50 rental units</p>
<p>179 Allyn Street, Hartford, MA</p> <p>Renovation of historic building</p> <p>63 rental units</p>	<p>Laurel Hill Apartments, Brookfield, CT</p> <p>Three-story garden style apartments</p> <p>72 rental units</p>
<p>Tenney Place Apartments, Haverhill, MA</p> <p>Three-story garden style apartments</p> <p>72 rental units – Phase I</p> <p>72 rental units – Phase II</p>	<p>Village Green Apartments, Hyannis, MA</p> <p>Three-story garden style apartments</p> <p>60 rental units – Phase I</p> <p>60 rental units – Phase II</p>
<p>390 Capitol Avenue, Hartford, MA</p> <p>Renovation of historic building</p> <p>112 rental units</p>	<p>Barton House, New Milford, CT</p> <p>Three-story garden style apartments</p> <p>38 rental units</p>
<p>1188 Broadway, Somerville, MA</p> <p>21 units of garden style condominiums.</p> <p>Four story building with parking garage</p>	<p>Weston View, Somerville, MA</p> <p>19 units, garden style condominiums and townhouses. Three story building with underground parking</p>
<p>Lafayette Green, Newton, MA</p> <p>9 condominium townhouse units</p>	<p>Ladder 3 Lofts, Lynn, MA</p> <p>15 condominium units in historic firehouse</p>

Prescott Street, Newton, MA Hi-end single family and townhouse project	Hillside/Mt. Vernon, Newton, MA Town high-end single family homes
Crestview Village, Westerly, RI 46 Residential Condominiums	21-23 Park Street, Somerville, MA 10 Residential Condominiums
Ross Turner Place, Malden, MA 11 Residential Condominiums	Palmer Way, Wakefield, MA 5 Residences
Osgood Terrace, Somerville, MA 14-30 units, garden style condominiums	

Dakota acquired its expertise in affordable housing, which employs special financing, by bringing on board Stephen Kominski in 2006. Stephen has many years of experience in projects that utilize Low Income Housing Tax Credits (LIHTC), Historic Tax Credits (HTC), CDBG, and HOME. Since joining Dakota, Stephen has worked on identifying and acquiring sites appropriate for affordable housing, securing financing and overseeing the development process. During this time Stephen produced site control and permits for a number of projects, including the Maple Ridge, Village Green, and Tenney Place projects.

V. CONSTRUCTION EXPERIENCE

Dakota manages construction of many of its projects. As General Contractor and /or Construction Manager, Dakota maintains no in-house trades and subcontracts all aspects of construction. Dakota, its employees, and prior companies have been responsible for the construction of 24 residential developments.

Dakota utilizes Project Managers and Project Coordinators to oversee scheduling, purchasing, day-to-day management of its projects. In addition, a Site Superintendent is on site daily to oversee and coordinate the various subcontractors and to verify that the project is built according to plans. A partial list of these projects is detailed below.

<p>Maple Ridge Affordable Apartments Tyngsboro, MA 96 rental units Construction contract: \$17,000,000</p>	<p>Village Green Apartments – Phase I Hyannis, MA 60 rental units Construction Contract: \$12,000,000</p>
<p>Laurel Hill Residences Brookfield, MA 72 rental units Construction contract: \$11,000,000</p>	<p>Barton Commons New Milford, CT 38 rental units Construction contract: \$7,150,000</p>
<p>1188 Broadway, Somerville, MA 21 condominium units Construction contract: \$6,160,000</p>	<p>Osgood Terrace, Somerville, MA 14-30 units, garden style condominiums Construction contract: \$8,500,000</p>
<p>Crestview Village, Westerly, RI 46 Residential Condominiums Construction contract: \$6,500,000</p>	<p>Weston View, Somerville, MA 19 units, garden style condominiums and townhouses Construction contract: \$6,400,000</p>
<p>Lafayette Green, Newton, MA 9 townhouse units Construction contract: \$3,200,000</p>	<p>Ladder 3 Lofts, Lynn, MA 15 condominium units in historic firehouse Construction contract: \$2,700,000</p>
<p>21-23 Park Street, Somerville, MA 10 Residential Condominiums Construction contract: \$3,500,000</p>	<p>Hillside/Mt. Vernon, Newton, MA Town high-end single family homes Construction contract: \$3,400,000</p>

VI. SAMPLE PROJECTS

Whitman Woods Tyngsboro, MA

Whitman Woods offers 96 apartments in a rural, wooded setting in Tyngsboro, MA, just minutes from Route 3.

Permitted under Massachusetts 40B process, Whitman Woods consists of four, three-story apartment buildings. Each Energy Star and LEED Silver certified building was constructed using modular technology and provides 24 two bedroom apartments. The first phase of the project, which consisted of three apartment buildings with 72 units, was delivered in late 2010 and was fully leased within six months. Phase II, with an additional 24 units, was completed in February 2011, and was fully leased within three months.



Total development costs for both phases were \$24 million. Construction costs for both phases were \$15.6 million.

Pine Valley Lofts Milford, NH

This rehabilitation of an 1870's woolen mill into a modern 70,000 square-foot, mixed-use building offers 50 loft-style apartments that feature historic architectural details alongside modern interiors and amenities. Pine Valley Lofts is located just minutes from Nashua, and within a half-hour drive of downtown Manchester.

Units feature high ceilings with exposed wood planking and beams, oversized windows and brick walls. In the onsite commercial center, tenants have access to a number of retail businesses, including an art gallery, hair salon and boutique dog spa.



Completed in March, 2014, total development costs were \$11 million. Construction costs were \$7.1 million. This project was built by Stateside Construction.

179 Allyn **Hartford, CT**

Dakota is at the forefront of an effort by the City of Hartford and the Capital Region Development Authority (CRDA) to bring thousands of new apartments to the city's downtown. Our rehabilitation of the historic Judd & Root building, built in 1884, into a mixed-use building with 63 one bedroom apartments and 10,000 square feet of ground floor commercial space, offers attractive and modern apartments for those seeking a vibrant city lifestyle.



Apartments feature 12-foot ceilings, modern kitchens and bathrooms and spacious floor plans. Other amenities include a resident lounge and fitness center.

Delivered in the spring of 2015, the building was fully leased within sixty days. Total development costs were \$15 million; construction costs were \$10 million.

Village Green **Barnstable, MA**

In close proximity to Route 6 and Hyannis, Village Green offers a modern, affordable housing option for Cape Cod service economy workers and their families.



The project's first phase, completed in the summer of 2015, delivered two 30-unit apartment buildings situated around a central green. With a mix of one, two and three bedroom units, the development also features a free-standing community center.

The second phase of the project, slated to commence in the spring of 2016, will add another 60 units as well as a playground and fitness center. Development costs for both phases are approximately \$30 million; construction costs for both phases are \$21.5 million.

Laurel Hill **Brookfield, CT**

The Residences at Laurel Hill is delivering 72 apartments to the predominantly single-family Fairfield County market. With monthly rents averaging \$1,360, the units are attractive to area civil servants, including firefighters, teachers and police officers, as well as to empty nesters looking to downsize.

The project consists of three buildings, each housing 24 two bedroom units. Resident amenities include a fitness center, children's play area and community room. Residents began occupying the apartments in July, with full occupancy slated for later this year.

Total development costs were approximately \$17.5 million; construction costs were \$12.2 million.



Tenney Place **Haverhill, MA**

Dakota recently began construction on Tenney Place, a project that will eventually add 144 apartments to the Haverhill market in a quiet, suburban location less than a mile from Route 495.

The project, permitted under Massachusetts 40B process, will consist of four Energy Star certified buildings, each with 36 units. A mix of one, two and three bedroom apartments will serve the needs of the region's singles, couples and families.

The first phase will deliver two buildings and 72 units in the summer of 2016. The second phase is anticipated to start in the fall of 2016. Total development costs for both phases are approximately \$38 million; construction costs are estimated to total \$26 million.





About Dakota Partners

DAKOTA PARTNERS' is a real estate developer and builder that acquires, builds and restores multi-family rental communities and for-sale projects in both urban and suburban areas throughout the mid-Atlantic. With a unique expertise in delivering high-quality workforce and affordable housing, Dakota develops projects from the ground up, as well as repurposing and modernizing existing buildings to improve utility and safety measures. This includes historically sensitive renovations that preserve the integrity and significance of iconic spaces.

Substantial experience with state and federal programs enables Dakota Partners to undertake complex real estate transactions that utilize low-income housing tax credits (LIHTC), historic tax credits, community development block grants and Housing and Urban Development programs.

Dakota and its team have successfully acquired or completed over 100 residential projects, including a number of garden-style affordable housing developments in New England, the conversion of a historic New Hampshire mill into loft-style apartments and several projects involving the adaptive reuse of historic urban buildings in Hartford, Connecticut.

At the core of every project is Dakota's mission to improve the lives of the people who live in these communities, integrating a high level of design with green building technologies and traditional craftsmanship to create vibrant and desirable projects. Additionally, partnering with neighborhood groups and public officials ensures project success for all stakeholders in the community and integrating local resources that increase the quality of life for all residents.



179Allyn | Hartford, CT

DAKOTA PARTNERS' is at the forefront of revitalization efforts with the City of Hartford and the Capital Region Development Authority to bring more housing options downtown. Dakota's first contribution to this effort was the successful redevelopment of the historic Judd & Root Building, a six-story, 70,000-square-foot building conveniently located just a few blocks from Union Station and the XL Center.

Dakota's historically-sensitive rehabilitation converted the former office building into mixed-use real estate with 63 apartments and 10,000 square feet of ground-floor commercial space. By retaining historic features such as the lobby's marble staircase, brass letterbox and the arched limestone columns that frame its entryway, 179Allyn offers a charming mix of old-world grandeur and modern amenities. Such amenities include a fully stocked fitness center and a resident lounge that offers free WiFi. The one-bedroom apartments, which highlight the building's 12-foot ceilings, offer contemporary kitchens with stainless steel appliances and open, spacious floor plans. Many units feature great city views through the building's oversized windows

179Allyn residents enjoy easy access to public transportation, interstate highways and the growing number of dining and entertainment options in the neighborhood, as well as on-site property management. Delivered in early 2015, 179Allyn was fully leased within six months.



PROJECT STATS

YEAR COMPLETED 2015

TOTAL DEVELOPMENT COSTS \$15 million

FINANCING PARTNERS

Bank of America

Capital Region Development Authority (CRDA)

Bank of America

FINANCING PROGRAMS USED

State and Federal Historic Tax Credits



Barton Commons | New Milford, CT

DAKOTA PARTNERS' Barton Commons community brought much-needed affordable housing options to Connecticut's Litchfield County. Nestled in the New Milford Downtown Historic District, Barton Commons offers convenient access to a number of local amenities while maintaining a private community in a cozy, wooded setting. Residents can step out of their apartments into a serene environment and yet reach a number of popular shops and restaurants within easy walking distance, as well as public transportation options.

Two new apartment buildings were constructed as part of this development. These 34 units feature a mix of studio, one-bedroom and two-bedroom apartments to meet the space and cost requirements of a diverse tenant population. Four additional units were created in the conversion of a 19th-century historic residence. This gut renovation, consistent with the National Park Service's Historic Guidelines, included the relocation and rehabilitation of the existing single-family home by removing a rear addition and connecting the main body of the house to the new construction.

With highly insulated walls, roofs and floors, Energy Star compliant appliances and heating and air-conditioning systems that exceed 90-percent efficiency, Barton Commons was built with both contemporary style and green technology in mind.

The property began welcoming its first residents in late 2016. Barton Commons was a welcomed addition to the area and has seen strong demand for housing within the community.



PROJECT STATS

YEAR COMPLETED 2016

TOTAL DEVELOPMENT COSTS \$12 million

FINANCING PARTNERS

Bank of America

Connecticut Housing Finance Authority

Alden Capital

FINANCING PROGRAMS USED

Low Income Housing Tax Credits

CT Department of Housing Flex Funds



Capitol Lofts | Hartford, CT

DAKOTA PARTNERS' Capitol Lofts property was created as part of a valuable revitalization effort by the City of Hartford to rejuvenate the downtown area with high quality housing options and increased commercial space. The second of Dakota's Hartford projects to be completed, Capitol Lofts required the extensive rehabilitation of a 100-year-old historic building, last used as the Hartford Office Supply Building, that had stood vacant and deteriorating for over a decade. Now, the restored property serves as a vital link between the city's emerging downtown and the ongoing regeneration efforts of the adjacent Frog Hollow neighborhood.

Capitol Lofts was built to honor the historical integrity of the structure while improving the aesthetic appeal and adding 21st-century functionality for comfortable living. The 112 residential units include one- and two-bedroom loft-style units featuring 15-foot ceilings, exposed brick and oversized windows. Community amenities include a large common area with full kitchen for public and private gatherings, home theater space, fully stocked gym and yoga studio, laundry facilities and ample additional storage space. As a mixed-use facility, Capitol Lofts also offers street-level commercial space.

The gut rehabilitation of the building, consistent with all federal and state historic guidelines, included new interior and exterior doors, windows and roof, complete with new mechanical, electrical and plumbing components. Dakota built the project as close to LEED standard level as the historic restoration will allow, and planned for energy savings of approximately 40 percent through energy-efficient appliances and components.

Conveniently located to public transportation at Union Station and easy highway access to I-84, residents at Capitol Lofts are connected to the city around them while enjoying the comfort and security of their own residential community. With numerous shops and restaurants within easy walking distance, Capitol Lofts has plenty to offer a wide variety of styles, needs and tastes to a vibrant and diverse community.



PROJECT STATS

YEAR COMPLETED 2016

TOTAL DEVELOPMENT COSTS \$36 million

FINANCING PARTNERS

Bank of America

The State of Connecticut

The Capital Region Development Authority

The City of Hartford

Alden Capital

FINANCING PROGRAMS USED

Low Income Housing Tax Credits

Federal and State Historic Tax Credits



Kensington Woods | Bedford, NH

DAKOTA PARTNERS' Kensington Woods is a quiet community oasis that still connects residents to local amenities with ease. With 17 one-bedroom and 24 two-bedroom units of affordable housing, this three-floor wood-framed building was designed with style, comfort and energy efficiency in mind. Each unit comes equipped with Energy Star appliances in the modern kitchens and heat-recovery ventilators, along with open floor plans, spacious bedrooms and ample closet space. The property also features a private parking lot and playground area.

Located in a quiet, wooded area of northeast Bedford, Kensington Woods offers stylish and contemporary housing units in a family-oriented community just minutes away from shopping centers, local businesses and dining options. The property has convenient access to routes 3 and 101, I-93 and I-293 and the cities of Manchester and Nashua. On-site property management is on hand to help connect residents to local services and amenities as well as providing optional community-based events for an inclusive and friendly neighborhood atmosphere.

Construction for this project began in May 2016 and was completed in the summer of 2017. It began welcoming its first residents in September 2017, with continuous, strong demand. The property is expected to reach capacity within 90 days of opening.



PROJECT STATS

YEAR COMPLETED 2017

TOTAL DEVELOPMENT COSTS \$9.6 million

FINANCING PARTNERS

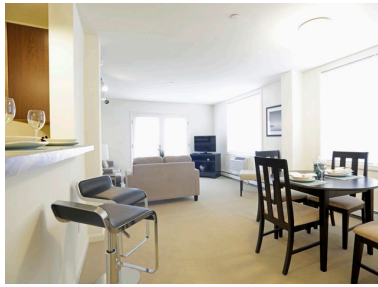
Hunt Capital Partners

New Hampshire Housing Finance Authority

The City of Bedford

FINANCING PROGRAMS USED

Low Income Housing Tax Credits



Laurel Hill | Brookfield, CT

DAKOTA PARTNERS' Laurel Hill community delivers in-demand workforce housing to the predominantly single-family market of Fairfield County. Located in the Four Corners' neighborhood, Laurel Hill is an important component of the Town of Brookfield's plan to create a pedestrian-friendly, mixed-use neighborhood with walkable services, restaurants and shopping.

Three new buildings, each comprised of 24 two-bedroom units, were constructed for the Laurel Hill community. Each apartment features an open-concept floor plan, over-sized windows, spacious bedrooms with walk-in closets and modern kitchens equipped with Energy Star appliances. Residents also enjoy the use of a spacious resident lounge, computer center, laundry facilities and on-site property management.

With stunning, vibrant views of the Berkshire Mountains southern foothills, Laurel Hill provides residents with a stunning, quiet environment while retaining accessibility to local amenities and the greater Brookfield community via routes 7 and 202. It's also a popular housing option for commuters who work in New York City but prefer the affordability and serenity of living in a suburban community. As Connecticut's only 811 housing property, Laurel Hill is part of Dakota's mission to improve the lives of the people who live in our communities.

Demand for the apartments, which opened in the spring of 2015, has been continuous. Young professionals, families, town employees and senior citizens all call Laurel Hill home.



PROJECT STATS

YEAR COMPLETED 2015

TOTAL DEVELOPMENT COSTS \$18 million

FINANCING PARTNERS

Bank of America

Connecticut's Department of Housing

Connecticut Housing Finance Authority

Stratford Capital

FINANCING PROGRAMS USED

Low Income Housing Tax Credits

CHAMP



Pine Valley Lofts | Milford, NH

DAKOTA PARTNERS' Pine Valley Lofts property was born of a contemporary rehabilitation to a mid-19th-century mill in the town of Milford, New Hampshire. Originally constructed to manufacture wool carpets at the height of the Industrial Revolution, the three-floor mill today contains 35 one-bedroom apartments, 15 two-bedroom apartments and the Pine Valley Commercial Center.

Refurbished to provide modern comfort and amenities while preserving the historical integrity of the building, the residential units at Pine Valley Lofts feature high ceilings with exposed beams, oversized double-hung windows and brick walls. A basement-level community space is available to residents for private and public functions. Commercial spaces at Pine Valley include a boutique dog spa, hair salon and local artisans.

Settled along the banks of the Souhegan River, the mill retained its original hydroelectric plant that dates back to the mid-1800s. The facility continues to operate with water from the river to generate 1.7 million kWh of energy annually.

Pine Valley Lofts provides the comfort and security of a private residential community without sacrificing accessibility — the property is located just minutes from Nashua and a 30-minute drive to Manchester.

Listed on the National Historic Register, the Pine Valley Lofts rehabilitation earned a 2014 Preservation Achievement Award from the New Hampshire Preservation Alliance.



PROJECT STATS

YEAR COMPLETED 2014

TOTAL DEVELOPMENT COSTS \$11 million

FINANCING PARTNERS

Bank of America

The Town of Milford

FINANCING PROGRAMS USED

Federal Historic Tax Credits

Low Income Housing Tax Credits

Community Development Block Grant



Tenney Place | Haverhill, MA

DAKOTA PARTNERS' Tenney Place project in Haverhill is ideally nestled in a residential enclave but just minutes from public transportation, dining, shopping and entertainment options.

Designed for maximum comfort and efficiency, Tenney Place offers spacious open layouts, walk-in closets and modern kitchens with sleek black Energy Star appliances. Many of the one-, two- and three-bedroom units feature French doors that open onto a patio or balcony.

Tenney Place is a two-phase new construction project. The first phase, completed in 2016, included the construction of 72 units shared between one three-story and one four-story building, with a mix of one-, two- and three-bedroom apartments.

The second phase, which will be completed in 2018, will add another two buildings with 72 combined units, as well as a clubhouse with a large community space and playground.



PROJECT STATS

YEAR COMPLETED 2016, 2018

TOTAL DEVELOPMENT COSTS \$38 million

FINANCING PARTNERS

Bank of America
MA DHCD
MA Housing Partnership
Boston Community Loan Fund
North Shore HOME Consortium
The City of Haverhill

FINANCING PROGRAMS USED

Low Income Housing Tax Credits
HOME
Affordable Housing Trust
Neighborhood Stabilization



Village Green | Barnstable, MA

DAKOTA PARTNERS' Village Green community in Barnstable was a two-phased project that delivered a total of 120 much-needed apartments to the Cape Cod market, where finding quality, affordable housing poses a significant challenge for local workers and their families. The apartments are conveniently located within a five-minute drive to Route 6, Cape Cod's primary highway. In addition, a public transit stop is located at the entrance to the community, providing residents with easy access to the many retail, dining and entertainment establishments in the area.

Phase I, which was completed in the spring of 2015, entailed the construction of 60 units in two three-story buildings with a mix of one-, two- and three-bedroom apartments. The second phase of the project, placed into service at the end of 2016, added two buildings and another 60 units. Forty-five of the units are designated as affordable and 15 are dedicated to previously homeless families.

These apartments feature spacious layouts, modern kitchens and Energy Star appliances for increased energy efficiency. The property also includes a bright and airy clubhouse, which is designed in a traditional Cape Cod style, where residents can gather in the community lounge or use the on-site fitness center. Adjacent to the clubhouse is a large playground area for the children to enjoy.



PROJECT STATS

YEAR COMPLETED 2015, 2016

TOTAL DEVELOPMENT COSTS \$30 million

FINANCING PARTNERS:

MA DCHD	Bank of America
MA Housing Partnership	Town of Barnstable
Barnstable HOME Consortium	Alden Torch
Stratford Capital Group	

FINANCING PROGRAMS USED

Low Income Housing Tax Credits
HOME
Affordable Housing Trust Fund
Housing Stabilization Fund



Whitman Woods | Tyngsboro, MA

DAKOTA PARTNERS' first affordable housing development, Whitman Woods offers 96 high-quality two-bedroom apartment homes to families in the Merrimack Valley. Located in a lush wooded setting just minutes from Routes 3 and 495, Whitman Woods offers a comfortable community environment with convenient access to area schools and universities, businesses and recreation activities, as well as to abundant shopping and dining options.

Whitman Woods, a new construction project, was completed in two phases. Phase I consisted of site work and three three-story buildings that were delivered in 2010. Its 72 units were fully leased within six months. The fourth building, adding another 24 units, was completed in February 2011 and fully leased within three months.

Constructed using modular technology, units feature spacious floor plans, bedrooms with walk-in closets, well-appointed kitchens with Energy Star appliances and air conditioning. Some units feature balconies, patios or decks. Community amenities include laundry facilities within each building, a playground, community garden, basketball court and dog park.



PROJECT STATS

YEAR COMPLETED 2010, 2011

TOTAL DEVELOPMENT COSTS \$24 million

FINANCING PARTNERS

Bank of America

Massachusetts Housing Partnership

Massachusetts DHCD

Boston Capital

FINANCING PROGRAMS USED

Low Income Housing Tax Credits

Affordable Housing Trust

Priority Development Fund

E

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

OPTION CONTRACT FOR THE PURCHASE
AND SALE OF REAL PROPERTY

This Option Contract for the Purchase and Sale of Real Property (the "Contract") is made and entered into as of the Effective Date (as hereinafter defined) by and between RICHMEADE LAND LLC, a North Carolina limited liability company authorized to do business in Virginia ("Seller"), and DAKOTA PARTNERS INC., a Massachusetts corporation, and/or its permitted assigns ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner in fee simple of approximately 22.77 acres of real property in Richmond, Virginia more fully described in Paragraph 1 and made a part hereof (hereinafter the "Property").

WHEREAS, Buyer desires to develop on the Property a workforce/affordable housing apartment community for up to the maximum number of units allowed under the Community Unit Plan from the City of Richmond (the "CUP"), which is to be principally financed through Virginia Development Housing Agency ("VHDA") Low Income Housing Tax Credit Program ("LIHTC") ("Buyer's Intended Use").

WHEREAS, subject to the terms and conditions of this Contract, Buyer desires to secure an option to purchase the Property from Seller.

FOR AND IN CONSIDERATION of the mutual promises and covenants set forth herein, the Buyer's payment of the Option Payment (as defined below) to Seller, and the Buyer's payment of the Earnest Money Deposit (as defined below), the receipt and sufficiency of which are hereby acknowledged, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to provide to Buyer, and Buyer shall secure from Seller, an option for the Buyer to purchase the Property (the "Option"), and upon the exercise of such Option, Seller's agreement to sell and convey to Buyer the Property described in Paragraph 1 below from Seller, all in accordance with the following terms and conditions:

1. Description of Property. The Property which is the subject of this Contract is described on Exhibit A attached hereto, together with all rights and appurtenances pertaining thereto.

2. Grant of Option & Option Payment.

(a) Seller hereby grants to Buyer an option to purchase, accept and acquire the Property from Seller, and upon exercise of such option by Buyer, Seller agrees to sell and convey the Property to Buyer subject to the terms and provisions of this Contract.

(b) An option payment in the sum equal to One Hundred Dollars (\$100.00) in immediately available federal funds shall be paid by Buyer to the Seller by certified check or wire



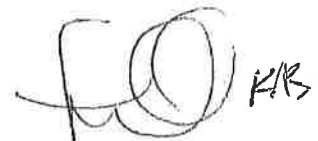
transfer on the Effective Date (the "Option Payment"). The Option Payment shall be non-refundable to Buyer once paid to Seller. The Option Payment shall not apply to the Purchase Price (as defined below).

3. Feasibility Period. Subject to the provisions of Paragraph 7 hereof, Buyer, at the Buyer's sole expense, shall have until 5 p.m. on the 90th day after the Effective Date (hereinafter, the "Feasibility Period") within which to make feasibility studies of the Property, including, without limitation, the right to go upon the land to examine its surface and subsurface to whatever extent Buyer may deem necessary for Buyer's purposes. Furthermore, Buyer, with the consent of Seller, shall have the right to pursue and obtain any and all necessary permits required to construct the Buyer's Intended Use. Notwithstanding anything herein to the contrary, Buyer understands that it is not being granted the right to file or obtain any applications or permits that will have the effect of creating an obligation or liability that would be binding on the Property if Closing (as hereafter defined) fails to occur. If Buyer determines in its sole discretion, that the Property is not suitable for Buyer's Intended Use, Buyer may elect not to exercise its Option to proceed with the purchase of the Property and terminate this Contract by giving written notice thereof to Seller and the Escrow Agent before the expiration of the Feasibility Period. Upon termination of Buyer's Option during the Feasibility Period, Buyer will receive a return of the Earnest Money Deposit (as defined in Paragraph 5) less Five Hundred & No/100 Dollars (\$500.00), which shall be paid to Seller in consideration of entering into this Contract. Except for Buyer's obligations under Paragraph 7 hereof, neither party shall have any further liability or obligation to the other. If Buyer terminates this Contract pursuant to this Paragraph 3, Buyer shall provide Seller copies of all studies that Buyer caused to be performed on the Property. If Buyer fails to notify Seller of Buyer's intent to terminate this Contract, then Buyer shall be deemed (i) to have waived this inspection contingency, and (ii) to have exercised its Option. The Earnest Money Deposit shall then be non-refundable, and shall belong to Seller except as pursuant Paragraphs 4(i) (Encumbrances after the Feasibility Period expires), 8 (Condemnation), 10 (Failure to obtain approvals), and 12 (Seller default).

4. Closing and Seller's Title.

(a) The "Closing" shall mean the contemporaneous consummation of all the transactions contemplated by this Contract. The Closing shall occur at a date selected by the parties on or before the two hundred tenth (210th) day after the expiration of the Feasibility Period (the "Closing Date"). Closing shall occur on the Closing Date at the offices of Buyer's Attorney, unless Buyer and Seller agree to an earlier date or different place for the Closing.

(b) Notwithstanding the above, Buyer may elect to extend the Closing Date for an additional sixty (60) days (the "First Extension Period"), by notifying Seller at least five (5) days prior to the original Closing Date, and by depositing with the Escrow Agent an additional deposit of Fifty Thousand & No/100 Dollars (\$50,000.00) (the "First Extension Deposit"). The First Extension Deposit, if any, will be applied to the Purchase Price at Closing and will be non-refundable, except as pursuant to Paragraphs 4(i) (Encumbrances after the Feasibility Period expires), 8 (Condemnation), and 12 (Seller default).

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(c) Buyer may elect to extend the First Extension Period for an additional sixty (60) days (the "Second Extension Period"), by notifying Seller at least five (5) days prior to the expiration of the First Extension Period, and by depositing with the Escrow Agent an additional deposit of Fifty Thousand & No/100 Dollars (\$50,000.00) (the "Second Extension Deposit"). Buyer may elect to extend the Second Extension Period for an additional sixty (60) days (the "Third Extension Period"), by notifying Seller at least five (5) days prior to the expiration of the Second Extension Period, and by depositing with the Escrow Agent an additional deposit of Fifty Thousand & No/100 Dollars (\$50,000.00) (the "Third Extension Deposit", collectively with the Second Extension Deposit, the "Additional Deposits"). The Additional Deposits, if any, will not be applied to the Purchase Price at Closing and will be non-refundable, except as pursuant to Paragraphs 4(l) (Encumbrances after the Feasibility Period expires), 8 (Condemnation), and 12 (Seller default).

(d) Seller shall convey to Buyer indefeasible fee simple title to the Property at Closing by special warranty deed, which title shall be free and clear of all liens, encumbrances and judgments, except for: (i) ad valorem taxes not yet due and payable; (ii) applicable zoning and subdivision ordinances; (iii) rights-of-way of existing public roads and streets; (iv) such state of facts as may be revealed by an accurate survey of the Property; (v) restrictions, easements, and other encumbrances of record (hereinafter individually and collectively referred to as the "Permitted Title Exceptions"). Additionally, at Closing, Seller shall execute a FIRPTA Affidavit.

(e) Ad valorem taxes and current assessments for the year in which Closing occurs shall be prorated as of the day of Closing on a calendar year basis.

(f) If, after the end of the Feasibility Period and prior to Closing, Buyer determines that there are additional encumbrances that were not of record as of the end of the Feasibility Period, and such encumbrance is not removed by Seller prior to or at Closing, Buyer, as its sole remedy, shall either accept Seller's interest in the Property with said encumbrance or may elect not to proceed with the purchase of the Property and terminate this Contract in which case it shall be entitled to a return of the Earnest Money Deposit, any First Extension Deposit, and any Additional Deposit.

5. Purchase Price. The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be Two Million Fifty Thousand Dollars & No/100 Dollars (\$2,050,000.00), and will be payable as follows:

(a) Earnest Money Deposit. Within three (3) days from the Effective Date, Buyer will deliver the sum of Fifty Thousand & No/100 Dollars (\$50,000.00) (the "Earnest Money Deposit"), to Satsky & Silverstein, LLP, as escrow agent ("Escrow Agent"), as an earnest money deposit. Any interest earned on the Earnest Money Deposit shall inure to the benefit of and be paid to Buyer regardless of how the principal of the Earnest Money Deposit is distributed or paid.

(b) *Cash Balance.* Buyer will pay to Seller the Purchase Price (less any Earnest Money Deposit and any First Extension Deposit) at Closing in immediately available wired funds.

All costs and expenses associated with any governmental approvals as may be incurred by or on behalf of Buyer to enable Buyer to utilize the Property for Buyer's Intended Use, including without limitation, costs and expenses for site plans, subdivision, zoning, site improvements, development costs (both on-site and off-site) including but not limited to impact fees, acreage fees, utility lines, tap on fees, and road improvements shall be paid solely by Buyer. Seller agrees to reasonably cooperate with Buyer, at no cost or expense to Seller, in signing or providing information for applications required for such governmental approvals.

6. Bifurcation of Contract & Condominium. Each of the Buyer and Seller recognize that plans for the financing may require that this Contract be bifurcated and/or the division of the property into to condominium units.

(a) *Contract Bifurcation.* Prior to the Closing Date, Buyer may, in its sole discretion, create two distinct entities that will each purchase a portion of the Property (the "Bifurcation Entities"). Buyer will notify the Seller of its intent to create the Bifurcation Entities. Upon such notification, Buyer and Seller will bifurcate this Contract into two separate contracts (the "Bifurcation Contracts") and allocate the Purchase Price between each Bifurcation Entity and the corresponding Bifurcation Contract. The Closings of each Bifurcation Contract will happen simultaneously with the Closing of the other Bifurcation Contract.

(b) *Condominium.* If plans for the financing require the division of the Property into condominium units, Seller will cooperate fully with the Buyer in creating the condominium and any documentation required to implement the foregoing. Seller agrees to execute and subject the Property to any condominium and related documents prepared and/or requested by Buyer at Closing. Buyer will bear all costs associated with creating the condominium including Seller's reasonable attorney fees. During the process of creating the condominium prior to Closing, neither the Buyer nor the Seller will incur or agree to any obligations that would be a liability or obligation binding on the Property or the Seller if a Closing under this Contract does not take place.

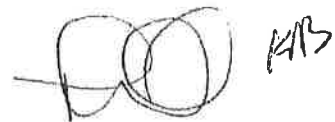
7. Buyer's Rights of Entry. Upon reasonable advance notice to Seller and, if required by Seller, accompanied by a representative of Seller, Buyer, its agents, employees, contractors and subcontractors, shall have the right, at any time prior to the end of the Feasibility Period, to enter upon the Property for the purpose of causing boring test and other reasonable tests and studies to be performed thereon and for the further purpose of performing surveying, architectural and engineering work thereon; provided, always, that if this transaction does not close, Buyer shall repair any and all damage to the Property caused by such tests or studies. Upon receipt of any such tests, reports, or surveys, Buyer shall promptly deliver a copy to Seller. Buyer shall indemnify and save and hold Seller harmless from and against all loss, cost, expense, suits or claims that may be based upon any injury to any person or property that may occur on the Property arising out of the performance of any test or work specified herein. The provisions of this Paragraph 7 shall survive the

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expiration or termination of this Contract or Closing.

8. Condemnation. If prior to the Closing, all or any material portion of the Property is taken by eminent domain, Buyer shall have the option, by written notice to Seller, to elect not to exercise its Option to proceed with the purchase of the Property and to terminate this Contract and Buyer shall be entitled to the return of the Earnest Money Deposit, any First Extension Deposit, and any Additional Deposit. If this Contract is not terminated, it shall remain in full force and effect and Seller shall be entitled to receive any awards that may be made for such taking as a credit to Seller on the Purchase Price.

9. Disclaimer. NOTWITHSTANDING ANY OTHER PROVISION IN THIS CONTRACT TO THE CONTRARY, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREIN, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTERS WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, OR THE DISPOSAL OR EXISTENCE, IN, UNDER OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OTHER THAN REPRESENTATIONS AND WARRANTIES HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES, AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE

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ACCURACY OR COMPLETENESS OF SUCH INFORMATION. EXCEPT AS SET FORTH HEREIN, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, OR SERVANT. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

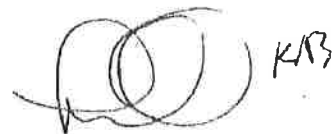
10. Conditions to Buyer's Obligation to Close. Buyer agrees to exercise good faith diligent efforts to obtain the approvals needed to satisfy Buyer's Intended Use and to keep Seller reasonably informed of its progress. If Buyer fails to get the approvals needed to satisfy Buyer's Intended Use by the Closing Date or any extension thereto pursuant to Paragraph 4(b) or (c), , after such good faith diligent efforts by Buyer to obtain such approvals, Buyer may elect not to proceed with the purchase of the Property and to terminate this Contract by delivering written notice to Seller on or before the Closing Date, or elect to close, notwithstanding the non-satisfaction of such condition, in which event Buyer shall be deemed to have waived any such condition. Buyer will have the Earnest Money Deposit (but not the First Extension Deposit or any Additional Deposits) returned to it if this Contract is terminated pursuant to this Paragraph.

11. Default by Buyer. If Buyer defaults in the performance of its obligations hereunder as to closing of the purchase of the Property, Seller may obtain the Earnest Money Deposit from Escrow Agent and retain the same as full and complete liquidated damages, but this shall not prohibit Seller from making a claim against Buyer for any claim arising under Paragraph 7 hereof. Seller and Buyer have negotiated and hereby acknowledge and agree that the actual damages which Seller would suffer on account of default of Buyer under this Contract are difficult, if not impossible to ascertain, and both parties agree that the receipt by Seller of the Earnest Money Deposit paid by Buyer constitutes a reasonable estimate of the actual damages Seller would suffer in the event of a default by Buyer and not a penalty.

12. Default by Seller. If Seller is able but unwilling to convey title as provided herein, or if Seller is otherwise in default of his obligations hereunder, Buyer shall have the right to have specific performance of this Contract for delivery of the deed only in accord with the terms herein and without reduction in the Purchase Price, or Buyer may terminate this Contract and have the Earnest Money Deposit, any First Extension Deposit, and any Extension Deposits returned to it, as its sole and exclusive remedies. In no event shall Buyer be able to recover monetary damages from Seller.

13. Additional Provisions. This Contract is subject to the following general terms and provisions:

(a) Closing Costs. Seller shall pay for the preparation of the deed, any grantor tax, and for preparation and recording of any necessary releases. Buyer shall pay for any grantee tax, financing, title, survey, any third-party reports and inspections, and all other costs incurred by Buyer.

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All other closing costs shall be borne by Buyer or Seller as is the custom in Richmond, Virginia. Each party shall pay his or its own attorney's fees.

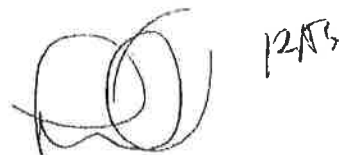
(b) Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile or other electronic means (email), in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile or email notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile, email or personal delivery and delivered after 5:00 p.m. Raleigh, North Carolina time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice.

SELLER: Riclmeade Land LLC
c/o Drucker & Falk, LLC
11824 Fishing Point Drive
Newport News, Virginia, 23606
Attention: Guy Buck
Telephone: (757) 245-1541
Email: gbuck@druckerandfalk.com

with a copy to: Howard P. Satsky
Satsky & Silverstein, LLP
415 Hillsborough Street, Suite 201
Raleigh, North Carolina 27603
Telephone: (919) 790-9102
Fax: (919) 790-1560
Email: hsatsky@satskysilverstein.com

PURCHASER: Dakota Partners, Inc.
1264 Main Street, Waltham, MA 02451
Attn: Marc Daigle
(W) 781-899-4002 x 20
(C) 617-594-6032
Email: mclaigle@dakotapartners.net

with a copy to: Klein Hornig LLP
1325 G St NW, Suite 770
Washington, District of Columbia 20005
Attn: Erik Hoffman

Handwritten signature and initials, possibly "MB" or "MBB", with the number "1243" written to the right.

Telephone: (202) 842-0125
Email: choffinan@kleinhornig.com

Escrow Agent:

Howard P. Satsky
Satsky & Silverstein, LLP
415 Hillsborough Street, Suite 201
Raleigh, North Carolina 27603
Telephone: (919) 790-9102
Fax: (919) 790-1560
Email: hsatsky@satskysilverstein.com

(c) Brokers. Seller and Buyer each warrant that except for Doug Tice of General Land Company ("Buyer's Broker"), whose fee shall be paid solely by Buyer, neither has done any act which might require the payment of any commission, finders' fee or any other fee to any third party with respect to the transaction contemplated herein. Buyer agrees to indemnify, defend and hold Seller harmless from all costs (including reasonable attorney's fees), commissions or charges claimed through Buyer by any realtor, broker or agent with respect to the sale of the Property and the negotiation thereof. Seller agrees to indemnify, defend and hold Buyer harmless from all costs (including reasonable attorney's fees), expenses and commission or charges claimed through Seller by any realtor, broker or agent with respect to the sale of the Property and the negotiation thereof.

(d) Risk of Loss. The risk of loss or damage by fire, act of God or other casualty shall remain with Seller until Closing and delivery of the deed.

(e) No Marketing. While this Agreement is in effect, Seller will not continue to market the Property or enter into any back up contract for the sale of any portion of the Property or market the Property to another entity or individual.

(f) Binding Effect. This Contract shall be binding upon the parties and their respective heirs, successors and assigns.

(g) Assignment. Buyer shall be allowed to assign any of its rights or obligations hereunder to an affiliate of Buyer without Seller's prior written consent, but such assignment shall not relieve Buyer from liability for its obligations hereunder.

(h) Construction. This Contract is a Virginia contract and shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia. This Contract embodies the entire agreement of the parties with respect to the Property and may not be altered, amended or rescinded except by written agreement signed by all parties. Notwithstanding the presumption of law whereby an ambiguity or conflict in provisions shall be construed against the drafter, the parties hereto hereby agree that although one party may have generated this Contract, both parties have been afforded the opportunity to consult with counsel of his or its own choosing, this Contract has been heavily negotiated, and they have equally participated in the drafting of this

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Contract. Therefore, such presumption shall not be applied if any provision or term of this Contract requires judicial interpretation.

Captions contained herein are for the purpose of reference only and shall not be deemed to be in any manner interpretive of any provision of this Contract. Any reference herein to the singular shall include the plural, and any reference to any gender shall include the neuter and the other gender.

In the event any act is to be performed by either party within a stated time period and the last day on which said act may be so performed falls on a Saturday, Sunday or legal holiday, the deadline shall be extended to and include the next following work day.

In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or void, such provision shall be deemed severable from the remaining provisions of the Contract and shall not be deemed to nullify or affect any other provision hereof. If any such provision is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

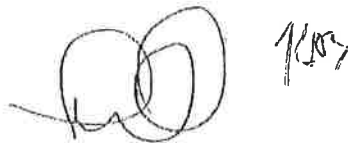
(i) No Merger. All warranties, representations and covenants contained herein shall survive the Closing of the purchase and sale of the Property.

(j) Time of Essence. The parties agree that TIME IS OF THE ESSENCE in the performance of all agreements and obligations hereunder for which specific time periods are provided.

(k) Effective Date. This Contract shall become effective only upon execution by all parties identified below. The "Effective Date" of this Contract shall be the last date upon which this Contract is signed by any of the signatories thereto, as shown by the date next to such signature.

(l) Tax-Deferred Exchange. In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

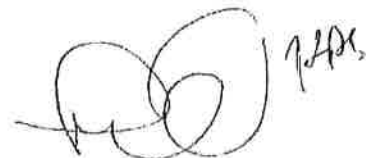
(m) Escrow Agent. The Escrow Agent shall hold the Earnest Money Deposit, any First Extension Deposit, and any Additional Deposit in accordance with the provisions hereof, and so long as it complies with the instructions of the parties, it shall not be liable for any loss to the Earnest Money Deposit, any First Extension Deposit, or any Additional Deposit unless caused by its gross negligence or willful misconduct. Seller acknowledges that Escrow Agent is also Buyer's law firm, and as such shall have the right to represent Buyer with respect to this Contract

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or any of the transactions contemplated herein in any dispute between the parties hereto.

(n) Execution in Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Contract, the parties may execute and exchange by electronic mail or telephone facsimile counterparts of the signature pages.

[Signatures on the following page]

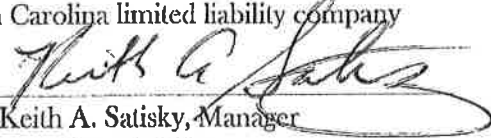
A handwritten signature in black ink, consisting of several loops and a trailing flourish, located in the bottom right corner of the page.

IN WITNESS WHEREOF, each of the parties hereto have executed this Contract under seal, as of the Effective Date.

SELLER:

RICHMEADE LAND LLC,
a North Carolina limited liability company

By: _____


Keith A. Satsky, Manager

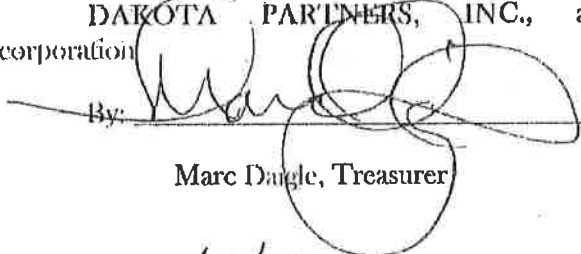
Date: _____

1/7/19

PURCHASER:

DAKOTA PARTNERS, INC., a Massachusetts
corporation

By: _____


Marc Dangle, Treasurer

Date: _____

1/7/19

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

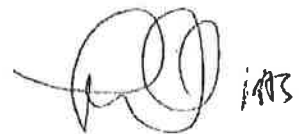
ALL THOSE CERTAIN PIECES OR PARCELS OF LAND EAST OF JEFFERSON DAVIS HIGHWAY AND SOUTH OF BELLEMEADE ROAD, IN THE CITY OF RICHMOND, VIRGINIA, AND MORE PARTICULARLY DESCRIBED AS:

PARCEL C:

BEGINNING AT A STONE MONUMENT MARKING THE INTERSECTION OF THE SOUTHERN LINE OF BELLEMEADE ROAD AND EASTERN LINE OF LYNHAVEN AVENUE; THENCE (1) ALONG THE SOUTHERN LINE OF BELLEMEADE AVENUE IN AN EASTWARDLY DIRECTION N 85 DEGREES 16 MINUTES 28 SECONDS E 1050.62 FEET TO AN OLD ROD; THENCE (2) IN A SOUTHWARDLY DIRECTION S 9 DEGREES 44 MINUTES 12 SECONDS W 612.77 FEET TO AN OLD ROD ON THE NORTHERN LINE OF COLBY LANE; THENCE (3) ALONG THE NORTHERN LINE OF COLBY LANE IN A WESTWARDLY DIRECTION S 85 DEGREES 25 MINUTES 30 SECONDS W 318.19 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (4) IN A NORTHWESTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 15.71 FEET TO A STONE MONUMENT ON THE EASTERN LINE OF KROUSE STREET; THENCE (5) ALONG THE EASTERN LINE OF KROUSE STREET IN A NORTHWARDLY DIRECTION N 4 DEGREES 34 MINUTES 30 SECONDS W 301.87 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (6) IN A NORTHWESTWARDLY DIRECTION WHICH IS A CURVED LINE TO THE LEFT WITH A RADIUS OF 60.00 FEET AND A LENGTH OF 94.29 FEET TO A STONE MONUMENT ON THE NORTHERN LINE OF BRADY STREET; THENCE (7) ALONG THE NORTHERN LINE OF BRADY STREET IN A WESTWARDLY DIRECTION S 85 DEGREES 23 MINUTES 20 SECONDS W 499.23 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (8) IN A NORTHWESTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT, WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 16.63 FEET TO A POINT ON THE EASTERN LINE OF LYNHAVEN AVENUE; THENCE (9) ALONG THE EASTERN LINE OF LYNHAVEN AVENUE, IN A NORTHWARDLY DIRECTION, N 5 DEGREES 01 MINUTES 54 SECONDS W 209.51 FEET TO A STONE MONUMENT, THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8.40 ACRES, AS SHOWN ON PLAT OF SURVEY MADE BY CHAS. H. FLEET & ASSOCIATES, ENGINEER & SURVEYORS, DATED NOVEMBER 15, 1985.

PARCEL D:

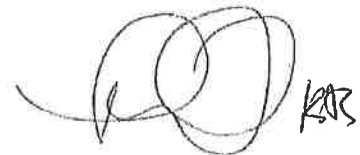
Handwritten signature or initials, possibly "JAS", in the bottom right corner of the page.

BEGINNING AT A STONE MONUMENT ON THE SOUTHERN LINE OF BRADY STREET, WHICH POINT, IS 10.07 FEET EAST OF THE INTERSECTION OF SOUTHERN LINE OF BRADY STREET AND THE EASTERN LINE OF LYNHAVEN AVENUE; THENCE (1) ALONG THE SOUTHERN LINE OF BRADY STREET, IN AN EASTWARDLY DIRECTION, N 85 DEGREES 23 MINUTES 21 SECONDS E 498.72 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (2) IN A SOUTHWESTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 15.71 FEET TO A STONE MONUMENT ON THE WESTERN LINE OF KROUSE STREET; THENCE (3) ALONG THE WESTERN LINE OF KROUSE STREET, IN A SOUTHWARDLY DIRECTION S 4 DEGREES 35 MINUTES 36 SECONDS E 673.85 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (4) IN A SOUTHWESTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 15.71 FEET TO A STONE MONUMENT ON THE NORTHERN LINE OF DRAKE STREET; THENCE (5) ALONG THE NORTHERN LINE OF DRAKE STREET, IN A WESTWARDLY DIRECTION S 85 DEGREES 23 MINUTES 41 SECONDS W 517.20 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (6) IN A NORTHWESTWARDLY DIRECTION WHICH IS A CURVED LINE TO THE RIGHT WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 16.04 FEET TO A POINT ON THE EASTERN LINE OF LYNHAVEN AVENUE; THENCE (7) ALONG THE EASTERN LINE OF LYNHAVEN AVENUE, IN A NORTHWARDLY DIRECTION, N 2 DEGREES 42 MINUTES 49 SECONDS W 583.29 FEET TO A POINT; THENCE (8) CONTINUING IN A NORTHWARDLY DIRECTION ALONG THE EASTERN LINE OF LYNHAVEN AVENUE N 5 DEGREES 01 MINUTES 54 SECONDS W 90.46 FEET TO A POINT OF CURVE; THENCE (9) IN A NORTHEASTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT, WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 15.78 FEET TO A STONE MONUMENT ON THE SOUTHERN LINE OF BRADY STREET, THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8.38 ACRES OF LAND, AS SHOWN ON PLAT OF SURVEY PREPARED BY CHAS. H. FLEET & ASSOCIATES, ENGINEER & SURVEYOR, DATED NOVEMBER 15, 1985, AND REVISED DECEMBER 2, 1985.

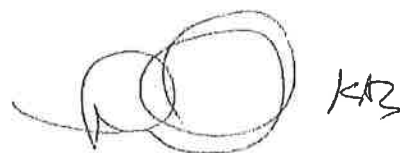
PARCEL E:

BEGINNING AT A STONE MONUMENT, WHICH MONUMENT, IS 9.68 FEET EAST OF THE INTERSECTION OF THE SOUTHERN LINE OF DRAKE STREET AND THE EASTERN LINE OF LYNHAVEN AVENUE; THENCE (1) ALONG THE SOUTHERN LINE OF DRAKE STREET, IN AN EASTWARDLY DIRECTION, N 85 DEGREES 23 MINUTES 15 SECONDS W 519.52 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (2) IN A NORTHWESTWARDLY DIRECTION WHICH IS A CURVED LINE TO THE LEFT, WITH A RADIUS OF 60.00 FEET AND A LENGTH OF 94.26 FEET



TO A STONE MONUMENT ON THE EASTERN LINE OF KROUSE STREET; THENCE (3) ALONG THE EASTERN LINE OF KROUSE STREET, IN A NORTHWARDLY DIRECTION N 4 DEGREES 37 MINUTES 19 SECONDS W 301.87 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (4) IN A NORTHEASTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT, WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 15.71 FEET TO A POINT ON THE SOUTHERN LINE OF COLBY LANE; THENCE (5) ALONG THE SOUTHERN LINE OF COLBY LANE, IN AN EASTWARDLY DIRECTION, N 85 DEGREES 25 MINUTES 30 SECONDS E 264.08 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (6) IN A SOUTHEASTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT WITH A RADIUS OF 20.00 FEET AND A LENGTH OF 32.32 FEET TO A POINT; THENCE (7) IN A SOUTHWARDLY DIRECTION S 1 DEGREE 58 MINUTES 40 SECONDS E 76.47 FEET TO A POINT; THENCE (8) CONTINUING IN A SOUTHWARDLY DIRECTION S 9 DEGREES 44 MINUTES 12 SECONDS W 492.01 FEET TO A POINT; THENCE (9) IN A WESTWARDLY DIRECTION S 84 DEGREES 53 MINUTES 11 SECONDS W 764.72 FEET TO A STONE MONUMENT ON THE EASTERN LINE OF LYNHAVEN AVENUE; THENCE (10) ALONG THE EASTERN LINE OF LYNHAVEN AVENUE, IN A NORTHWARDLY DIRECTION N 2 DEGREES 42 MINUTES 49 SECONDS W 199.38 FEET TO A POINT, A POINT OF CURVE; THENCE (11) IN A NORTHEASTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 15.38 FEET TO A STONE MONUMENT ON THE SOUTHERN LINE OF DRAKE STREET, THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5.99 ACRES, AS SHOWN ON PLAT OF SURVEY, PREPARED BY CHAS. H. FLEET & ASSOCIATES, ENGINEERS & SURVEYORS, DATED NOVEMBER 15, 1985, AND REVISED DECEMBER 2, 1985.

Handwritten signature and initials, possibly 'KATZ', written in ink.

**PARTIAL ASSIGNMENT AND ASSUMPTION OF OPTION CONTRACT FOR THE
PURCHASE AND SALE OF REAL PROPERTY**

This PARTIAL ASSIGNMENT AND ASSUMPTION OF OPTION CONTRACT FOR THE PURCHASE AND SALE OF REAL PROPERTY (“*Assignment*”), dated as of March 2, 2019, is by and between **DAKOTA PARTNERS INC.**, a Massachusetts corporation (“*Assignor*”) and **BR OWNER, LLC**, a Virginia limited liability company (“*Assignee*”).

Background

WHEREAS, Richmeade Land LLC, a North Carolina limited liability company (“*Seller*”), and Assignor entered into that certain Option Contract for the Purchase and Sale of Real Property dated as of January 7, 2019 (“*Option Agreement*”) for the purchase of that certain real property located in Richmond, Virginia and as further described in the Option Agreement as the “Property”.

WHEREAS, Assignor desires to assign its rights under the Option Agreement to purchase eleven acres of the Property (the “*BR Property*”) to Assignee and Assignee desires to accept the partial assignment of the Option Agreement to purchase the BR Property.

WHEREAS, Assignor and Assignee acknowledge and agree that the purchase price of the BR Property under the Option Agreement will be \$1,050,000.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

Agreement


1. Pursuant to Section 13(g) of the Option Agreement, Assignor hereby transfers, assigns, grants, bargains, conveys, sets over, and delivers (the “*Assignment*”) unto Assignee all of Assignor’s right, title and interest, in, to and under the Option Agreement to purchase the BR Property.
2. The Assignee accepts the foregoing Assignment and assumes each and every obligation, duty, term, provision and covenant of Assignor under the Option Agreement to purchase the BR Property (the “*Obligations*”) and agrees to observe and perform each of the Obligations to the same extent as if Assignee had been an original party to such Option Agreement.
3. As required by Section 13(g) of the Option Agreement, the Assignor and Assignee acknowledge that Assignor and Assignee are affiliates.
4. This Assignment may be executed in two (2) or more identical counterpart copies. If so executed, each of such counterpart copy shall, collectively, constitute one agreement, but in making proof of this Assignment, it shall not be necessary to produce or account for more than one such counterpart. Delivery of executed copies of this Assignment by facsimile or email transmission to the other party hereto (or its respective legal counsel) shall constitute good and valid execution and delivery by the parties hereto for all purposes.

5. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Assignment shall be for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the day and year above stated.

ASSIGNOR:

DAKOTA PARTNERS INC.,
a Massachusetts corporation

By: 

Its: President

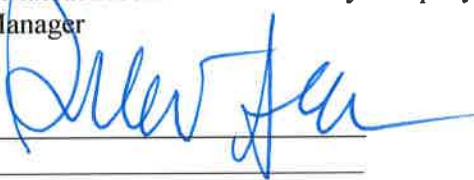
ASSIGNEE:

BR OWNER, LLC,
a Virginia limited liability company

By: BR Managing Member, LLC,
a Virginia limited liability company
Its: Sole Member and Manager

By: DPI, LLC,
a Massachusetts limited liability company

Its: Manager

By: 

Its: Manager

2374306 201811281801 27445



City of Richmond Virginia
Division of Collections
PO Box 28505
Richmond, VA 23261-6505

2019 First Half Real Estate Tax Bill

Bill Number 19053142

Please record Bill Number in memo section of check
and include in all online banking transactions

RICHMEADE LAND L P
C/O MARVIN F. POER AND COMPANY
3520 PIEDMONT RD NE STE 410
ATLANTA GA 30305-1512

Property Information		Tax Information	
Tax Year:	2019	Total Adjusted Annual Charges:	\$4,080.00
Bill Number:	19053142	Current Interest:	\$0.00
Parcel ID Number:	90080275025	Current Penalty:	\$0.00
Property Address:	2316 Krouse St	Amount Due January 14, 2019	\$2,040.00
Mortgage Company:			
Annual Valuation			
Class / Type		Total	
Building		\$0.00	
Land		\$340,000.00	
Total		\$340,000.00	
Summary of Adjusted Annual Charges			
Description	Tax Rate	Annual Charges	
REAL ESTATE TAX	\$1.20	\$4,080.00	
PAYMENTS RECEIVED TO DATE		\$0.00	
<p>V*18104 CRU... LLC 3833 78075 2019 1st Half RETax 2040.00 JK 1/17</p>			
Total Adjusted Annual Charges			\$4,080.00

P A I D JAN 07 2019

This bill does not show any prior year balances. If your account is delinquent, it may have been turned over to a collection agency. Use the enclosed self-addressed envelope. Do not mail cash. Please review back of bill for additional information.
U.S. Postal Service postmark must be on or before January 14, 2019 to avoid late payment penalty and interest. Return bottom portion with payment. Cancelled check will be your receipt. Retain top portion for your records.

2174300 201611231801 23955



City of Richmond Virginia
Division of Collections
PO Box 28505
Richmond, VA 23261-8505

RICHMEADE L.P.
C/O MARVIN F. POER AND COMPANY
3520 PIEDMONT RD NE #410
ATLANTA GA 30305

2019 First Half Real Estate Tax Bill

Bill Number 19053141

Please record Bill Number in memo section of check
and include in all online banking transactions

Property Information		Tax Information	
Tax Year:	2019	Total Adjusted Annual Charges:	\$5,520.00
Bill Number:	19053141	Current Interest:	\$0.00
Parcel ID Number:	80080275024	Current Penalty:	\$0.00
Property Address:	2200 Brady St	Amount Due January 14, 2019	\$2,760.00
Mortgage Company:			
Annual Valuation			
Class / Type			Total
Building			\$0.00
Land			\$480,000.00
Total			\$480,000.00
Summary of Adjusted Annual Charges			
Description	Tax Rate		Annual Charges
REAL ESTATE TAX	\$1.20		\$5,520.00
PAYMENTS RECEIVED TO DATE			\$0.00
<p><i>Handwritten:</i> V#18134 3823 78075 1st Half 2019 RETax 2760.00 1/7</p>			
Total Adjusted Annual Charges			\$5,520.00

This bill does not show any prior year balances. If your account is delinquent, it may have been turned over to a collection agency. Use the enclosed self-addressed envelope. Do not mail cash. Please review back of bill for additional information.

U.S. Postal Service postmark must be on or before January 14, 2019 to avoid late payment penalty and interest. Return bottom portion with payment. Cancelled check will be your receipt. Retain top portion for your records.

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City of Richmond Virginia
Division of Collections
PO Box 26505
Richmond, VA 23261-6505

2019 First Half Real Estate Tax Bill

Bill Number 19053133

Please record Bill Number in memo section of check
and include in all online banking transactions

RICHMEADE LP
C/O MARVIN F. POER AND COMPANY
3520 PIEDMONT RD NE STE 410
ATLANTA GA 30305-1512

Property Information		Tax Information	
Tax Year:	2019	Total Adjusted Annual Charges:	\$6,720.00
Bill Number:	19053133	Current Interest:	\$0.00
Parcel ID Number:	S0060275002	Current Penalty:	\$0.00
Property Address:	2312 Lynhaven Ave		
Mortgage Company:		Amount Due January 14, 2019	\$3,360.00
Annual Valuation			
Class / Type		Total	
Building		\$0.00	
Land		\$560,000.00	
Total		\$560,000.00	
Summary of Adjusted Annual Charges			
Description	Tax Rate	Annual Charges	
REAL ESTATE TAX	\$1.20	\$6,720.00	
PAYMENTS RECEIVED TO DATE		\$0.00	
		Total Adjusted Annual Charges	\$6,720.00

V#18134
 3533
 18075
 1st Half 2019 RET ax
 3360.00
 Jr 117

P A I D JAN 07 2019

2367715

This bill does not show any prior year balances. If your account is delinquent, it may have been turned over to a collection agency. Use the enclosed self-addressed envelope. Do not mail cash. Please review back of bill for additional information.

U.S. Postal Service postmark must be on or before January 14, 2019 to avoid late payment penalty and interest. Return bottom portion with payment, Cancelled check will be your receipt. Retain top portion for your records.

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.



Architect's Certification

Name of Development: The Heights At Brady Square

Address of Development: 2200 Brady Street

Name of Owner: BR Owner, 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:

Mikel Griffin

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:

65,087.64	(A) Total gross floor area in (sq. ft.) for the entire development
5,448.00	- (B) Unheated floor area (breezeways, balconies, storage)
0.00	- (C) Nonresidential, (commercial income producing) area
59,639.64	= (D) Total residential heated area (sq. ft.) for the development

INSTRUCTIONS FOR AVERAGE UNIT SQUARE FEET CALCULATIONS:

Provide the average unit size for each bedroom type, (1 bedroom elderly, 2 bedroom garden, 3 bedroom townhouse, etc.) by adding the total square feet of all the same bedroom types (2 bedroom garden with 1 bath and 2 bedroom garden with 2 baths) and adding the prorated share of heated common residential space and divide by the total number of the same bedroom types (2 bedroom garden). Do not alter any items below.

Unit Types	Average Unit Sq. Ft.*	x	Number of Units/Type	=	Total Square Feet
Supportive Housing	0.00		0		0.00
1 Story/EFF-Elderly	0.00		0		0.00
1 Story/1 BR-Elderly	0.00		0		0.00
1 Story/2 BR-Elderly	0.00		0		0.00
Efficiency Elderly	0.00		0		0.00
1 Bedroom Elderly	0.00		0		0.00
2 Bedrooms Elderly	0.00		0		0.00
Efficiency Garden	0.00		0		0.00
1 Bedroom Garden	683.45		13		8,884.79
2 Bedrooms Garden	902.82		6		5,416.94
3 Bedrooms Garden	1,028.84		6		6,173.06
4 Bedrooms Garden			0		0.00
2+ Story 2 BR Townhouse	922.71		34		31,372.11
2+ Story 3 BR Townhouse	1,113.25		7		7,792.74
2+ Story 4 BR Townhouse	0.00		0		0.00
Total			66	Total	59,639.64 **

* 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**

100.00%

	Unit Type	Floor Plan Square Feet	Number of Units This Floor Plan	Total
Mix 1	1 BR - 1 Bath	610.06	7	4270.42
Mix 2	1 BR - 1 Bath	525.72	3	1577.16
Mix 3	1 BR - 1 Bath	578.27	3	1734.81
Mix 4	2 BR - 1.5 Bath	788.02	34	26792.68
Mix 5	2 BR - 1.5 Bath	825.67	3	2477.01
Mix 6	2 BR - 1.5 Bath	752.79	3	2258.37
Mix 7	3 BR - 2 Bath	962.49	7	6737.43
Mix 8	3 BR - 2 Bath	924.81	3	2774.43
Mix 9	3 BR - 2 Bath	898	3	2694
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			66	51316.31

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

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)

- TRUE a. The development will have a community/meeting room with a minimum of 749 square feet.
- 85 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.
- TRUE c. Water expense will be sub-metered (tenant will pay monthly or bi-monthly bill)
- FALSE d. Each bathroom consists only of Water Sense labeled toilets, faucets and showerheads
- TRUE e. Provide necessary infrastructure in all units for high-speed internet/broadband service.
- TRUE f. Free Wi-Fi access will be provided for community room for resident only usage.
- FALSE g. Each Unit is provided free individual high-speed Internet access
- OR
- TRUE h. Each Unit is provided free individual Wi-Fi access
- TRUE i,j. Bath fan wired to primary light with delayed timer, or, continuous exhaust by ERV/DOAS OR
Bath Fan with humidistat
- TRUE k. Fire Prevention - all Ranges equipped with temperature limiting controls
- OR
- FALSE l. Fire Suppression - Cooking surfaces are equipped with fire suppression features
- FALSE m. Rehab only- Each apartment has dedicated space, drain and electrical hookups to accept a permanently installed dehumidification system OR
- TRUE n. All development types- Each Unit is equipped with a permanent dehumidification system
- TRUE o. All interior doors within units are solid core
- TRUE p. At minimum one USB charging port in each Kitchen, Living room and all bedrooms
- TRUE q. All Kitchen light fixtures are LED and meet MDCR lighting guidelines
- FALSE r. Shelf or ledge outside each primary apartment entry door located in an interior hallway
- TRUE s. New Construction only- Each unit to have balcony or patios minimum depth 5' clear from face of building.
Minimum 30 square feet.

DEV Name: The Heights At Brady Square

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

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

For all rehabilitation and adaptive reuse developments, upon completion of construction/rehabilitation:
(optional point items)

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

Building Structure:

Number of Stories

- 2 **Low-Rise** (1-5 stories with any structural elements being wood frame construction)
- Mid-Rise** (5-7 stories with no structural elements being wood frame construction)
- High-Rise** (8 or more stories with no structural elements being wood frame construction)

Accessibility:

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

I certify that the development plans and specifications meet all requirements of HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act. Complying units must be "permanently accessible," rather than to "adaptable" standards. Please reference Uniform Federal Accessibility Standards(UFAS) for more particular information.


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

- X 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: The Heights At Brady Square

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

Signed: 
Printed Name: Mikel Griffin
Title: Principal
Virginia Registration #: 009449
Phone: (434) 847-6564
Date: 03/01/2019

NOTE TO ARCHITECT: If representaions 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: The Heights At Brady Square



Appendix F
VHDA's Universal Design Certification

TRUE 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: 9

The total number of rental units in this development: 66

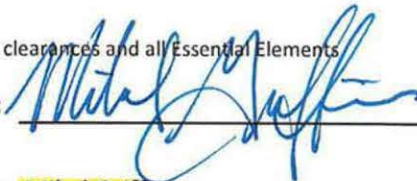
NOTE: For Elderly Developments, 100% of the units in the development must meet the Universal Design standards in order to qualify for points.

For Family Developments, points are awarded based on a percentage of the number of units meeting the Universal Design standards.

For the tax credit applicant to qualify for points associated with Universal Design, the architect of record must be on VHDA's list of Universal Design certified architects. VHDA Universal Design Certifications are only valid for 2019 applications if certification date is after January 1, 2014

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

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

Signed: 

Printed Name: Mikel Griffin
Architect of Record
(same individual as on page 7)

Date: 3/1/19



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

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

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

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

Additional Optional Certifications

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

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

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

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

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

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

Signed: Austin Walther

Date: 3/8/19

Printed Name: Austin Walther

RESNET Rater

Resnet Provider Agency
Viridiant

Signature [Handwritten Signature]

Provider Contact and Phone/Email Sean Evensen-Shanley, sean.evensenshanley@viridiant.org

Home Energy Rating Certificate Projected Report

Rating Date: 2019-03-07
Registry ID: Unregistered
Ekotrope ID: Pda6pMQv

HERS® Index Score:

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

67

Annual Savings

\$499

*Relative to an average U.S. home

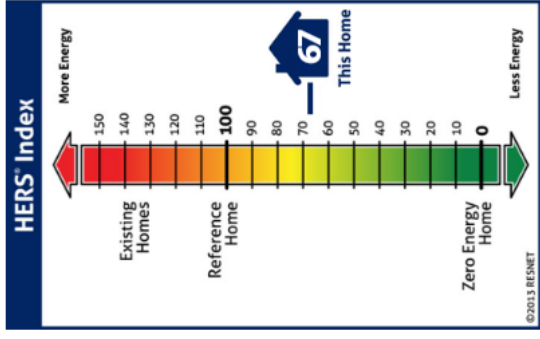
Home:
2200 Brady Street, Richmond, VA
23234
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	3.8
Cooling	1.4
Hot Water	4.6
Lights/Appliances	12.0
Service Charges	0.0
Generation (e.g. Solar)	0.0
Total:	21.8

This home meets or exceeds the criteria of the following:

Energy Star v3



Home Feature Summary:

Home Type:	Townhouse, inside unit
Model:	1BR TH
Community:	The Heights at Brady Square
Conditioned Floor Area:	705 sq. ft.
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15.5 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	30.0 CFM • 24.0 Watts
Duct Leakage to Outside:	35.25 CFM25 (5 / 100 sf.)
Above Grade Walls:	R-18
Ceiling:	Vaulted Roof, R-20
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Austin Walther
RESNET ID: 1092776
Rating Company: Viridian
1431 W. Main Street, Richmond, VA 23220
Rating Provider: Viridian
1431 W. Main Street, Richmond, VA 23220

Austin Walther, Certified Energy Rater
Digitally signed: 3/7/19 at 12:19 PM



ENVELOPE		R-Value	Insulation Thickness (inches)	Material (Unfaced Fiberglass Batts, Cellulose, Open-cell foam, Closed-cell foam, etc.)	Cavity and/or continuous?	EarthCraft Gold Requirements*		
Slab	Slab Edge Insulation	R-10		Closed Cell Foam	Continuous	≥ R-10		
	Under Slab Insulation	N/A				No Minimum		
Framed Floor	Floor over Bsm/Crawl/Garage	N/A				≥ R-19		
	Adiabatic Ceilings/Floors	R-11		Fiberglass	Cavity	No Minimum		
	Cantilevered Floors	N/A				≥ R-19		
Foundation Wall	Framed Bsm/crawl/garage Walls	N/A				≥ R-10 continuous or ≥ R-13 cavity (Crawlspace must be enclosed)		
	Poured Bsm or Crawl Walls Specify whether int. or ext.	N/A				≥ R-10 continuous		
Above Grade Walls	Exterior Wall Insulation	R-15 cavity + R-3 ci		Unfaced Fiberglass batts + Closed cell foam	Fiberglass Cavity, Closed cell foam continuous	≥ R-15 (Grade I install or Grade II with insulated sheathing ≥ R-3)		
	Adiabatic Wall Insulation (between units)	R-13		Fiberglass	Cavity	≥ R-13		
	Stairwell Wall Insulation (between unit & stairwell)	R-13		Fiberglass	Cavity	≥ R-13		
	Attic Kneewalls	N/A				Insulation and attic-side air barrier ≥ R-19		
Rim Joist	Exterior Rim & Band Insulation	R-15		Closed Cell Foam		≥ R-15 *Exterior band areas have interior air barrier*		
	Adiabatic Rim & Band Insulation (between units)	R-15		Closed cell foam	Cavity	≥ R-13		
	Stairwell Rim & Band Insulation (between unit & stairwell)	R-15		Closed cell foam	Cavity	≥ R-13		
Roof	Flat Ceilings/Roof Deck	R-20	4+	Polyisocyanurate, continuous on roof deck	Continuous	Vented Flat: ≥ R-38 Continuous Roof Deck: ≥ R-20		
	Vaulted or Sloped Ceilings	N/A				Sloped: ≥ R-38		
FENESTRATION		Glass U-factor	Glass SHGC	Door U-factor	Door Type (wood solid core or panel, metal-polystyrene, metal-polyurethane, etc.)	EarthCraft Gold Requirements*		
Opaque Doors	Interior Corridor Entry			0.21	Fiberglass	≤ 0.21 U-Value		
	Exterior Entry			0.21	Fiberglass	≤ 0.21 U-Value		
	Patio/Balcony			N/A		≤ 0.21 U-Value		
Doors with Glass	Door w/ ≤ 50% Glass	N/A				≤ 0.27 U-Value / ≤ 0.27 SHGC		
	Door w/ ≥ 50% Glass	0.32	0.27		Fiberglass	≤ 0.32 U-Value / ≤ 0.27 SHGC		
Windows	Windows	0.32	0.27			≤ 0.32 U-Value / ≤ 0.27 SHGC		
	Skylights					≤ 0.55 U-Value / ≤ 0.27 SHGC		
MECHANICAL								
Unit Type (Studio, 1BR, etc.)		Air Handler location	Make & Model Number	AFUE or HSPF	SEER	Capacity (btu/h or tons)	EarthCraft Gold Requirements*	
						Heating	Cooling	HVAC equipment must be sized and selected in accordance with ACCA Manuals J and S. Filters are ≥ MERV 6.
Heating & Cooling	1 BR Townhouse - 2 ducted minisplits	1st Flr Tilt soffit & 2nd Flr Tilt soffit	Mitsubishi SEZ-KD09NA4R1.TH	10 HSPF	15.5	0.75 downstairs 0.75 upstairs		90% AFUE/8.5 HSPF/14.5 SEER (Air handlers located in conditioned space)
	2 BR Townhouse - 2 ducted minisplits	1st Flr Tilt soffit & 2nd Flr Tilt soffit	Mitsubishi SEZ-KD09NA4R1.TH	10 HSPF	15.5	0.75 downstairs 0.75 upstairs		90% AFUE/8.5 HSPF/14.5 SEER (Air handlers located in conditioned space)
	3 BR Townhouse- 2 ducted minisplits	1st Flr Tilt soffit & 2nd Flr Tilt soffit	Mitsubishi SEZ-KD09NA4R1.TH	10 HSPF	15.5	0.75 downstairs 0.75 upstairs		90% AFUE/8.5 HSPF/14.5 SEER (Air handlers located in conditioned space)
	1 BR, 2BR and 3BR Flats - 1 ducted minisplit	Toilet soffit	Similar	10 HSPF	15.5	1.0, 1.5, and 1.5		90% AFUE/8.5 HSPF/14.5 SEER (Air handlers located in conditioned space)
Unit Type (Studio, 1BR, etc.)		Location	Make & Model Number	Efficiency Factor	Fuel Type	Capacity (or tankless)	Insulation R-value	Pip insulation on first 2 feet
Water Heating	1 BR	Mechanical Closet		0.95	Elec	Tankless		Storage: ≥ 0.95 EF Electric / ≥ 0.67 EF Gas Tankless: ≥ 0.90 EF
	2 BR	Mechanical Closet		0.95	Elec	Tankless		Storage: ≥ 0.95 EF Electric / ≥ 0.67 EF Gas Tankless: ≥ 0.90 EF
	3 BR Townhouse- 2 ducted minisplits	Mechanical Closet		0.95	Elec	Tankless		Storage: ≥ 0.95 EF Electric / ≥ 0.67 EF Gas Tankless: ≥ 0.90 EF
								Storage: ≥ 0.95 EF Electric / ≥ 0.67 EF Gas Tankless: ≥ 0.90 EF
Air Distribution Systems		Duct Location (conditioned or unconditioned)	Type (forced air, ductless)	Return Grill Location(s) in Apartments	Supply Duct Insulation (R-value)	Return Duct Insulation (R-value)		Measured pressure differential ≤ 3pa between bedroom and return
Ducts	Bottom Floor	Conditioned			R-6	R-6		≥ R-6
	Middle Floor(s)							≥ R-6
	Top Floor	Conditioned			R-6	R-6		≥ R-6 in conditioned space; ≥ R-8 in unconditioned space
Mechanical Ventilation							Rough-in electrical and plumbing for dehumidifier or install whole-unit ENERGY STAR dehumidifier	
Ventilation	Ventilation Strategy (ERV, Air Cyclers, etc.)	Panasonic Spot ERV					Negative ventilation (exhaust only) is not allowed	
	Ventilation Rate (cfm)	Set to ASHRAE minimum					Must meet ASHRAE Standard 62.2	
	Fan Watts	23.3 (NuTone QTXEN080)						
	Run Time (hours/day)	24/7, with tenant override switch						
	Ceiling fans (cfm/watt)	N/A						
	Programmable thermostat (yes or no)	Yes						
LIGHTING & APPLIANCES							EarthCraft Gold Requirements*	
Lighting		% Fluorescent			% LED			
Lighting	Interior				100			
	Exterior				100			
	Parking				100			
Kitchen & Laundry Appliances		Make & Model Number			kWh/yr			
Appliances	Refrigerator	GE GSS25GGH** for UFAS/UD units; GE GTE18ETH** for other units			708 kWh; 369 kWh		ENERGY STAR Rated	
	Dishwasher	GE GDT225SGL** for UFAS/UD units; GSD3300K** for other units			270 kWh; 270 kWh		ENERGY STAR Rated	
	Clothes Dryer	Tenant-provided in unit; central laundry assumed out of scope for HERS					High efficiency with moisture sensor (including central laundry)	
	Clothes Washer	Tenant-provided in unit; central laundry assumed out of scope for HERS					ENERGY STAR Rated (including central laundry)	
	Range/Oven		Gas or Electric?					
	Fuel Type	Electric						Vented to the exterior of the building

***If project is pursuing EarthCraft Gold or Platinum certification:**

New Construction projects must achieve a confirmed HERS Index ≤ 75. Blower door tests must meet ≤ 5 ACH₅₀. Duct leakage to outside must be ≤ 5%. Total duct leakage must be ≤ 8%.

Renovation projects meet EarthCraft requirements if applicable areas are exposed or accessible with project scope. Projects must achieve 30% improvement over existing conditions. Blower door tests must meet ≤ 9 ACH₅₀. Duct leakage to outside must be ≤ 8%. Total duct leakage must be ≤ 12%.

Refer to the EarthCraft Multifamily Workbook V5 for all program requirements and available point items.



The Heights at Brady Square 2019 LIHTC Pre-Review Comments

Project Address

2200 Brady Street
Richmond, VA 23234

Project Summary

The Heights at Brady Square is a new construction low-rise multifamily development, comprised of 66 units located in Richmond, VA. Dakota Partners plans to construct the project utilizing 9% LIHTC. As part of their funding application the project is seeking EarthCraft Gold and EnergyStar certifications. This requires a maximum HERS index of 75 and 150 points on the EarthCraft workbook, as well as meeting all minimum ENERGYSTAR requirements. Mike Griffin of CJMW Architects is the primary architect contact for the project.

Unit-Level Energy Modeling

Unit-level models were generated using Ekotrope v3.1.1 based on the proposed scope and plans provided by the project team dated March 7, 2019. With the current scope of work, the worst case units in the development are obtaining a projected HERS index of 67. The following outlines the scope as it is currently modeled.

Enclosure:

- R-10 Slab Edge insulation
- R-15 Grade I cavity insulation and R-3 continuous insulation at exterior above grade walls and rim & band, wood framing 16" on center
- R-13 Grade I cavity insulation in party walls
- R-11 Grade I adiabatic ceilings/floors
- R-20 Continuous Roof Deck insulation
- 0.21 U-Value for opaque doors
- 0.32 U-Value/0.27 SHGC windows & glass doors

Mechanicals:

- SEER 15.5, HSPF 10, 12k air source heat pump, programmable thermostat
- 0.95 EF tankless electric water heaters
- 5 ACH50 blower door test/infiltration
- 5% leakage to outside and 8% total duct leakage
- All ducts and air handlers located within conditioned space and insulated to R-6
- Panasonic ERV mechanical ventilation, 30CFM, 24 watts, 24 hours a day

Lights & Appliances:

- ES rated kitchen appliances
 - 708 kWh/yr refrigerator
 - 270 kWh/yr dishwasher

The Heights at Brady Square
March 7, 2019



- Advanced lighting 100% LED interior and exterior fixtures
- RESNET defaults for washer and dryers.

Please let me know if you have any question or if the above information does not accurately capture your current scope.

Sincerely,

A handwritten signature in black ink that reads "Austin Walther".

Austin Walther
Multifamily Project Manager, Viridiant

Multifamily Pre-Review

The graphic below illustrates the process that projects use to earn EarthCraft Multifamily Certification. Follow along to learn more about the certification process. When you are ready to complete your Pre-Review Submittal, use the form below.

ECMF Certification Process Overview

 STEP 1

STEP 1: Pre-Review

All multifamily projects pursuing EarthCraft certification must complete a Pre-Review Submittal. Renovation projects will need to schedule baseline testing, additional fees will apply. The current online submission requires:

- > [Viridiant Specifications Sheet](#)
- > Digital set of scalable plans (must include floor plans, elevations, & exterior wall sections)
- > \$500 Pre-Review fee

The EarthCraft Multifamily team will build worst case energy models and provide feedback to the project team to ensure the project will meet minimum energy efficiency requirements. For LIHTC applicants, project teams must approve necessary scope adjustments for Viridiant to sign the Appendix F at this point.

 STEP 2



STEP 3



STEP 4



STEP 5

New account created for Dakotabradly

Please continue and fill out the form. Answers will be saved in your account.

Pre-Review Submittal

Please fill out this form and submit required documents to the best of your ability. Note that your selected Funding Type will impact what information is requested, HUD MAP (SEDI or SEP) projects must select HUD MAP.

All projects must pay a pre-review fee of \$500.00. If you requested a Utility Allowance, you will be charged an additional \$300. This form will prompt you to pay with credit card. Renovation projects may be subject to additional fees for baseline testing if necessary.

If you have any difficulties attaching files, email them to our Operations & Outreach Manager at manon.shankle@viridiant.org with the subject (Pre-Review Submittal: Project Name)

Save & Return

Create an account or login to be able to save your progress and complete this form later. (optional)

Create an account or login

Project Information

Project Name *

The Heights at Brady Square

Funding Type *

LIHTC 9% Competitive ▼

Construction Type *

New Construction ▼

Street Address

2200 Brady Street

City *

Richmond

State *

Zip Code *

Number of Buildings *

Number of Stories *

Number of Units *

Bedroom Type(s) *

- Studio 1BR 2BR 3BR
 4BR 5BR 6BR

Has this project applied for low income housing tax credits in previous years?

- Yes No

Programs Pursuing? *

- ENERGY STAR EarthCraft NGBS Enterprise LEED
 Zero Energy Ready Home Passive House Other

Would you also like to take advantage of our Utility Allowance services for this project? (\$300 fee) *

- Yes
 Maybe, provide the project team with more information
 No, I do not want a Utility Allowance for this project

Contact Information

Developer Company *

Developer Primary Contact *

Developer Email *

Architect Company *

Architect Primary Contact *

Architect Email *

Pre-Review Fees

All projects must pay a pre-review fee of \$500.00. If you requested a Utility Allowance, you will be charged an additional \$300. This form will prompt you to pay with credit card. Renovation projects may be subject to additional fees for baseline testing if necessary.

Billing Contact *

Mark Pilotte

Billing Email *

mpilotte@dakotapartners.net

Drawings Submittal

Uploaded drawings should include floor plans, elevations, and wall sections. Attach multiple files in a ZIP folder or send them via email to manon.shankle@viridiant.org.

Project Plans

Choose File No file chosen

[The Heights at Brady Square 190220 Viridiant Packet.pdf](#) (2598k) ✕

Construction Specifications

JOIN OUR ENEWS LIST 

(804) 225-9843



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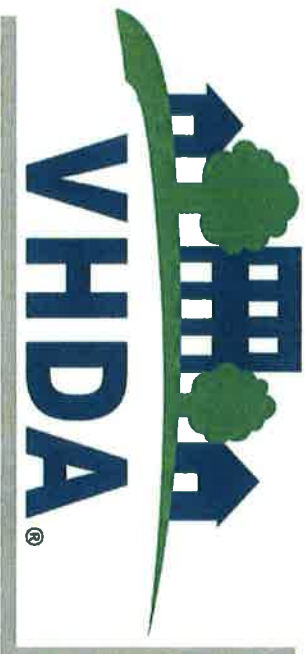


Certificate of Completion

Mike Griffin

Has Successfully Completed a Course in Universal Design
on October 20, 2016

Virginia Housing Development Authority



Josh Holloway

Josh Holloway, AIA, LEED AP BD+C, PHius CPHC®
Design and Construction Officer

Pamela Freeth

Pamela Freeth
Tax Credit Allocation Coordinator

Certificate of Completion



EarthCraft Building Professional Training

Mikel Griffin

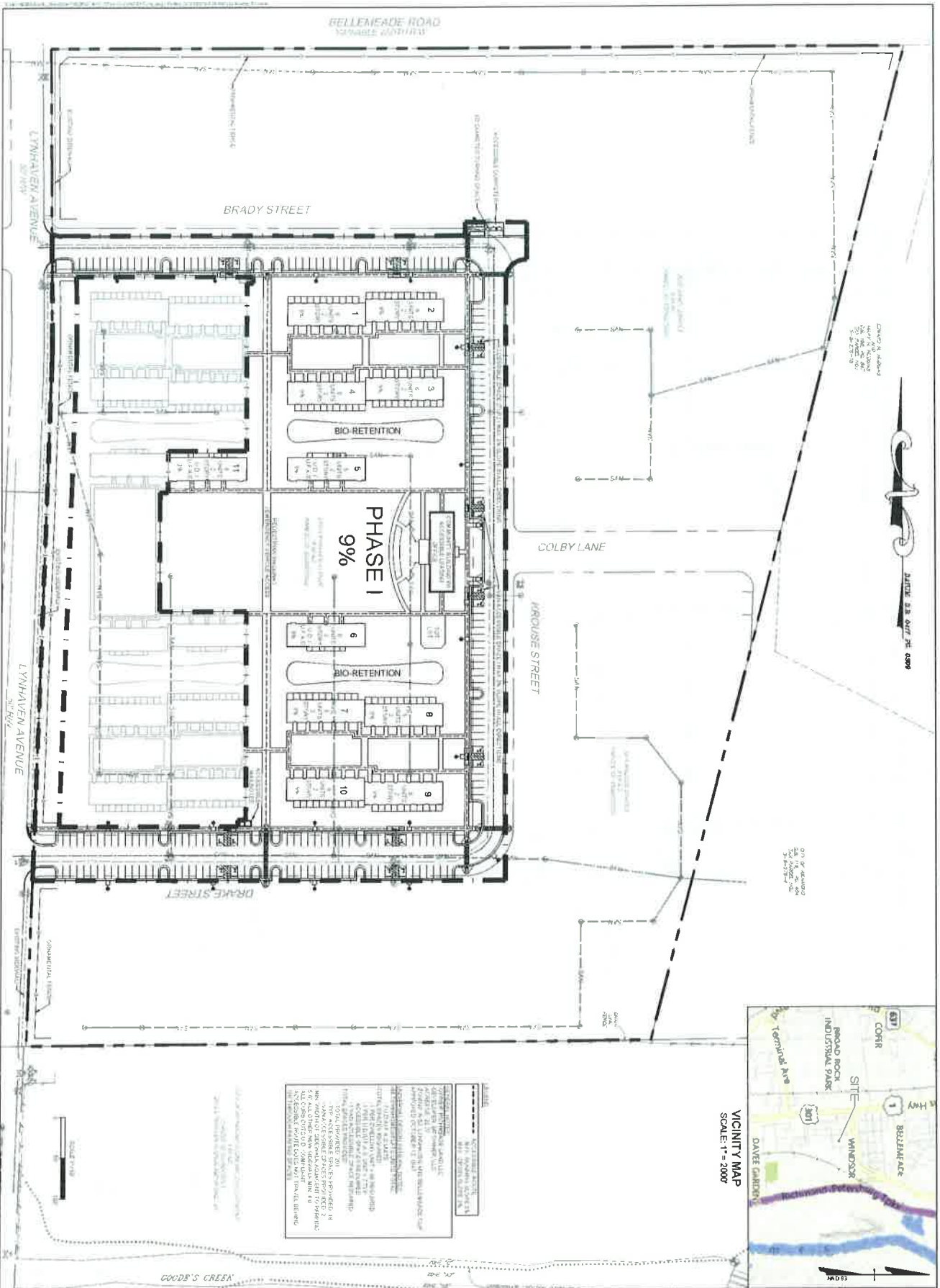
has successfully completed 7.0 hours of the EarthCraft Building Professional Training for the EarthCraft family of programs and is educated in its policies and procedures.

January 12, 2017

KC Bleile
KC Bleile, Executive Director



viridiant



OWNER: S. Adams
 ARCHITECT: S. Adams
 DATE: 12-27-09



DATE: 12-27-09
 SCALE: 1" = 200'



NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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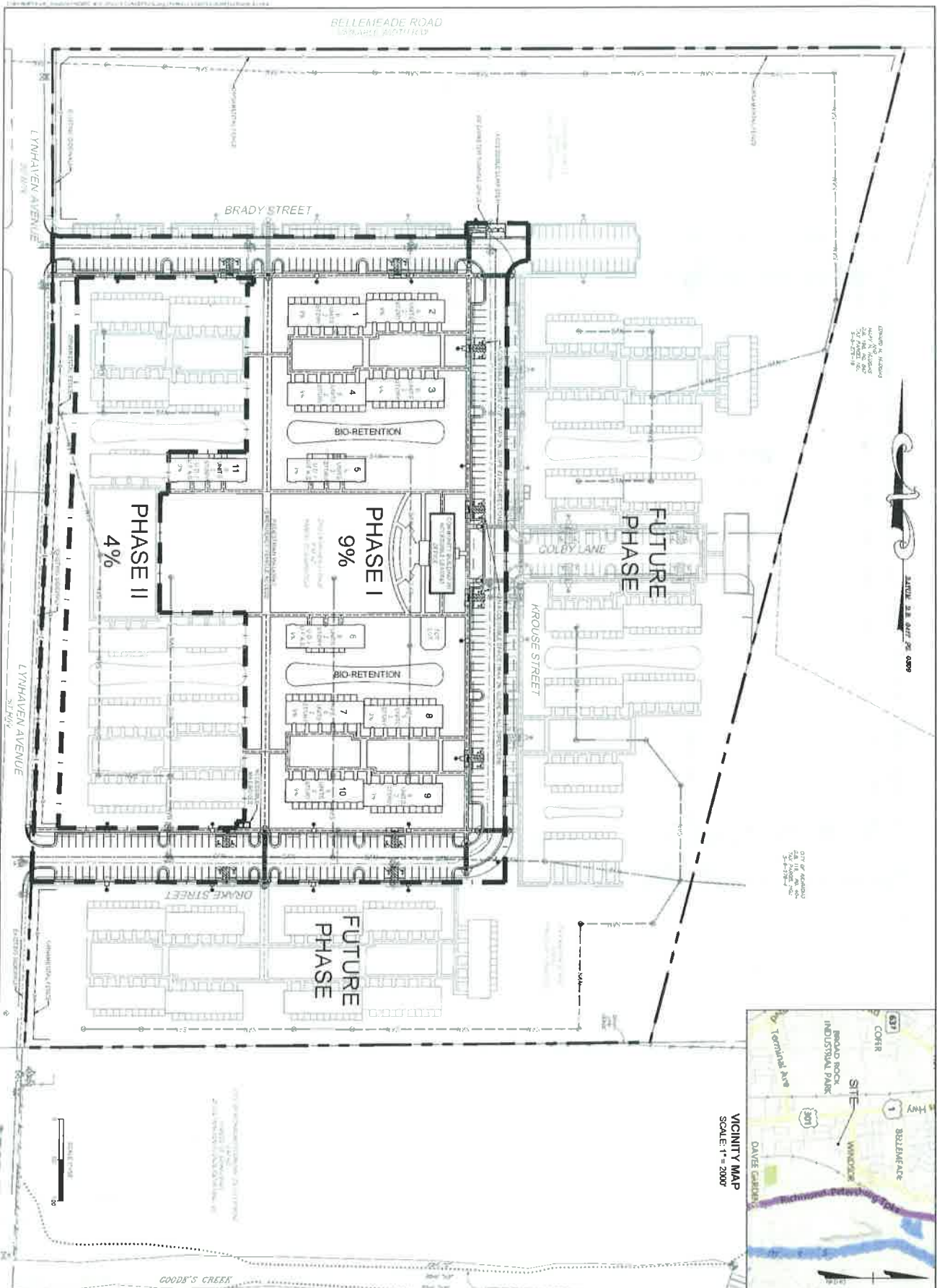
TIMMONS GROUP

THE HEIGHTS AT BRADY SQUARE - 9%
 8TH DISTRICT, CITY OF HICKORY, VIRGINIA
 PRELIMINARY SITE PLAN

DATE	12/27/09
DESIGNED BY	S. Adams
CHECKED BY	S. Adams
APPROVED BY	S. Adams
SCALE	1" = 200'

THIS PROJECT PROVIDED BY THE
 CORPORATE OFFICE
 1510 Brainerd Parkway, Suite 200 | Richmond, VA 23225
 Tel: 804.333.5555 | Fax: 804.366.1133 | www.timmons.com

42955
 1



TIMMONS GROUP

THE HEIGHTS AT BRADY SQUARE - 9%
 RTH DISTRICT - CITY OF RICHMOND - VIRGINIA
PHASING PLAN

YOUR DESIGN APPROVING THROUGH PLAN		THIS DRAWING PREPARED AT THE CORPORATE OFFICE	
DATE: 02/20/2007		1201 Boulevard of the Arts, Suite 500, Richmond, VA 23225	
DRAWN BY: S. SWANIK		TEL: 804.205.6590 FAX: 804.560.1016 www.timmons.com	
CHECKED BY: S. SWANIK		PROJECT DESIGN (PHASE)	
DATE: 02/20/07		DATE: 02/20/07	
DRAWN BY: S. SWANIK		DATE: 02/20/07	
CHECKED BY: S. SWANIK		DATE: 02/20/07	
DATE: 02/20/07		DATE: 02/20/07	

42935
 2

Timmons Group and its related companies do not warrant the accuracy of the information provided in this drawing. The user of this drawing shall be responsible for verifying the accuracy of the information provided in this drawing. The user of this drawing shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The user of this drawing shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The user of this drawing shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

WI-FI Documents

TAB F

**The Heights at Brady Square (“BR”)
Internet Guidelines Acknowledgement**

I, _____, have read, understand, acknowledge and agree to be bound by the recommendations, guidelines, terms and conditions outlined in The Heights at Brady Square (“BR”) apartments Internet Guideline Manual (provided to Resident). The Internet Guideline Manual outlines and summarizes the proper use and safety guidelines when using the Internet Services provided at The Heights at Brady Square apartments and common areas. I understand that BR’s (“Owner”) Internet Guideline Manual and handbook contains information that will assist the resident and their guest in the proper use of the internet made available by the Owner. I also understand that I will be held accountable for my behavior, including my guests, and may be subject to legal and/or financial consequences related to any misuse as outlined in BR’s Internet Guideline Manual.

By signing below, I acknowledge that I have read, agree to and understand the terms of all items contained in the Owner’s Internet Guideline Manual provided for my review.

Resident Name: _____

Signature of Resident: _____

Resident Phone #: _____

Date: _____



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect

yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others.

Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong password. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your password written down where someone can find it.



A great tool online that creates kid friendly password is the website, www.dinopass.com

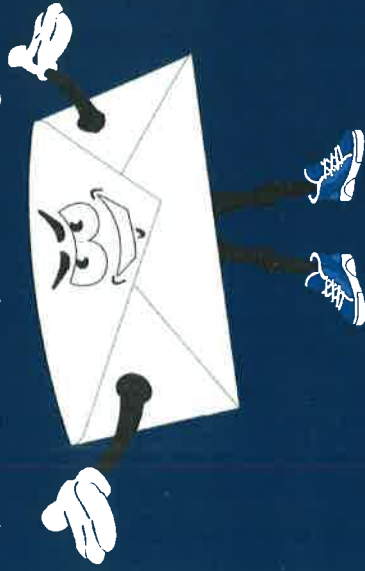
Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware

Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.



<http://www.1-800-999-free.com/submit-news-what-it-adware-and-privacy>

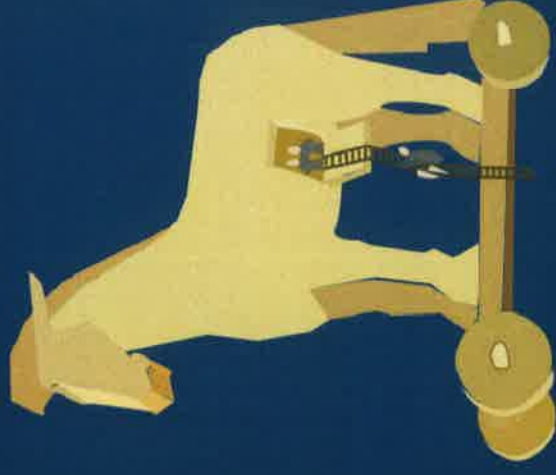
Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.humanities.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.technology.com/2003/04/01/030401trojan.html>



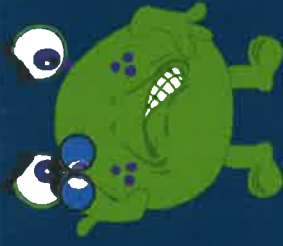
Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.messages.com/security/antivirus/virus-threats.aspx>

Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

Geotagging

Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.





Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://dan.fink.com/2010/07/27/teachers-want-you-out-of-class/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as www.kidzworld.com. Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year.

The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.



The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- **NEVER** pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.





About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



About Sexting

There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



**Information Provided By:
Office of the Attorney**

General

**202 North Ninth Street
Richmond, Virginia 23219**

(804) 786-2071

www.ag.virginia.gov



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Zoning Certification Letter
(MANDATORY)



CITY OF RICHMOND

DEPARTMENT OF
PLANNING AND DEVELOPMENT REVIEW
ZONING ADMINISTRATION

Zoning Certification

DATE: February 14, 2019

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

RE: ZONING CERTIFICATION

Name of Development: The Heights at Brady Square
Name of Owner/Applicant: BFI Owner, LLC
Name of Seller/Current Owner: Richmond Land LLC

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

DEVELOPMENT DESCRIPTION:

Development Address:

2300 Brady Street, Richmond, Virginia (Parcel ID: 5008-0275-024)
2316 Klouek Street, Richmond, Virginia (Parcel ID: 5008-0275-025)
2312 Lynnhaven Avenue, Richmond, Virginia (Parcel ID: 5008-0275-001)

Legal Description:

See attached Exhibit A

Proposed Improvements:

Table with 4 columns: Improvement Type, # Units, # Buildings, Total Floor Area Sq. Ft. Includes rows for New Construction, Adaptive Reuse, and Rehabilitation.

Zoning Certification, cont'd

Current Zoning: Multi-Family Residential Medium Density (M-2) allowing a density of na units per acre, and the following other applicable conditions: the DUP permits the Property for multi-family residential up to 272 units

Other Descriptive Information:

New construction of up to 12 buildings containing 65 apartment units and one community building. The total building square footage is 58,585 sq. ft. per V-IDA guidelines. The three legal parcels contain 22.77 acres.

LOCAL CERTIFICATION:

Check one of the following as appropriate:

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


Signature

Printed Name

William C. Davidson, Zoning Administrator
Title of Local Official or Civil Engineer

Phone: 804-646-6353

Date:

NOTES TO LOCALITY:

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

Legal Descriptions

SCHEDULE C PROPERTY DESCRIPTION

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND EAST OF JEFFERSON DAVIS HIGHWAY AND SOUTH OF BELLEMEADE ROAD, IN THE CITY OF RICHMOND, VIRGINIA, AND MORE PARTICULARLY DESCRIBED AS:

PARCEL C: (TAX MAP NO. S008-0275/024) - 2200 Brady St
BEGINNING AT A STONE MARKING THE INTERSECTION OF THE SOUTHERN LINE OF BELLEMEADE ROAD AND THE EASTERN LINE OF LYNHAVEN AVENUE THENCE IN AN EASTERLY DIRECTION NORTH 85 DEGREES 16 MINUTES 28 SECONDS EAST 1050.62 FEET TO A 1/2 INCH ROD SET; THENCE SOUTH 09 DEGREES 44 MINUTES 12 SECONDS WEST 612.77 FEET TO A 1/2 INCH ROD SET; THENCE SOUTH 85 DEGREES 25 MINUTES 30 SECONDS WEST 318.19 FEET TO A 1/2 INCH ROD SET; THENCE ALONG A CURVE TO THE RIGHT 15.71 FEET TO A 1/2 INCH ROD FOUND, SAID SURVE HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF NORTH 49 DEGREES 34 MINUTES 30 SECONDS WEST, A CHORD DISTANCE OF 14.14 FEET; THENCE NORTH 04 DEGREES 34 MINUTES 36 SECONDS WEST 301.92 FEET TO A 1/2 INCH ROD SET; THENCE ALONG A CURVE TO THE LEFT 94.25 FEET TO A 1/2 INCH ROD SET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF NORTH 49 DEGREES 36 MINUTES 39 SECONDS WEST, A CHORD DISTANCE OF 84.85 FEET; THENCE SOUTH 85 DEGREES 23 MINUTES 20 SECONDS WEST 499.23 FEET TO A 1/2 INCH ROD FOUND; THENCE ALONG A CURVE TO THE RIGHT 15.63 FEET TO A 1/2 INCH ROD SET, SAID CURVE HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF NORTH 49 DEGREES 49 MINUTES 47 SECONDS WEST, A CHORD DISTANCE OF 14.09 FEET; THENCE NORTH 05 DEGREES 01 MINUTES 54 SECONDS WEST 209.51 FEET TO A MONUMENT FOUND, SAID MONUMENT FOUND BEING THE POINT AND PLACE OF BEGINNING, PARCEL C, CONTAINING 8.3949 ACRES OR 265680.2 SQUARE FEET OF LAND.

PARCEL D: (TAX MAP NO. S008-0275/002) - 2312 Lynhaven Ave
BEGINNING AT A 1/2 INCH ROD SET ON THE SOUTHERN LINE OF BRADY STREET, WHICH POINT IS 10.07 FEET EAST OF THE INTERSECTION OF THE SOUTHERN LINE OF BRADY STREET AND THE EASTERN LINE OF LYNHAVEN AVENUE THENCE IN AN EASTERLY DIRECTION NORTH 85 DEGREES 23 MINUTES 21 SECONDS EAST 498.72 FEET TO A 1/2 INCH ROD SET; THENCE ALONG A CURVE TO THE RIGHT 15.71 FEET TO A 1/2 INCH ROD SET, SAID CURVE HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF SOUTH 48 DEGREES 38 MINUTES 39 SECONDS EAST, A CHORD DISTANCE OF 14.14 FEET; THENCE SOUTH 04 DEGREES 33 MINUTES 36 SECONDS EAST 673.11 FEET TO A 1/2 INCH ROD FOUND; THENCE ALONG A CURVE TO THE RIGHT 16.48 FEET TO A 1/2 INCH ROD FOUND, SAID CURVE HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF SOUTH 38 DEGREES 10 MINUTES 32 SECONDS WEST, A CHORD DISTANCE OF 16.48 FEET, THENCE SOUTH 85 DEGREES 23 MINUTES 41 SECONDS WEST 517.20 FEET TO A 1/2 INCH ROD SET; THENCE ALONG A CURVE TO THE RIGHT 16.04 FEET TO A 1/2 INCH ROD SET, SAID CURVE HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF NORTH 48 DEGREES 39 MINUTES 39 SECONDS EAST,

Legal Description

SCHEDULE C PROPERTY DESCRIPTION

A CHORD DISTANCE OF 14.37 FEET; THENCE NORTH 02 DEGREES 42 MINUTES 49 SECONDS WEST 583.29 FEET TO A 1/2 INCH ROD SET; THENCE NORTH 05 DEGREES 01 MINUTES 54 SECONDS WEST 90.046 FEET TO A 1/2 INCH ROD SET; THENCE ALONG A CURVE TO THE RIGHT 15.78 FEET TO A 1/2 INCH ROD SET, SAID CURVE HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF NORTH 40 DEGREES 11 MINUTES 13 SECONDS EAST, A CHORD DISTANCE OF 14.20 FEET, SAID 1/2 INCH ROD SET BEING THE POINT AND PLACE OF BEGINNING, CONTAINING 8.3831 ACRES OR 365166.9 SQUARE FEET OF LAND.

PARCEL E: (TAX MAP NO. S008-0275/025) - 2316 Krouse St
BEGINNING AT A STONE FOUND, WHICH MONUMENT IS 9.68 FEET EAST OF THE INTERSECTION OF THE SOUTHERN LINE OF DRAKE STREET AND THE EASTERN LINE OF LYNNHAVEN AVENUE, THENCE NORTH 85 DEGREES 23 MINUTES 15 SECONDS EAST 519.52 FEET TO A 1/2 INCH ROD SET; THENCE ALONG A CURVE TO THE LEFT 94.26 FEET TO A 1/2 INCH ROD SET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF NORTH 40 DEGREES 22 MINUTES 54 SECONDS EAST, A CHORD DISTANCE OF 84.86 FEET; THENCE NORTH 04 DEGREES 37 MINUTES 19 SECONDS WEST 301.87 FEET TO A 1/2 INCH ROD SET; THENCE ALONG A CURVE TO THE RIGHT 15.71 FEET TO A 1/2 INCH ROD SET, SAID CURVE HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF NORTH 40 DEGREES 22 MINUTES 41 SECONDS EAST, A CHORD DISTANCE OF 14.14 FEET; THENCE NORTH 85 DEGREES 25 MINUTES 30 SECONDS EAST 264.08 FEET TO A 1/2 INCH ROD SET; THENCE ALONG A CURVE TO THE RIGHT 32.32 FEET TO A 1/2 INCH ROD SET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 48 DEGREES 16 MINUTES 48 SECONDS EAST, A CHORD DISTANCE OF 28.92 FEET; THENCE SOUTH 01 DEGREES 58 MINUTES 40 SECONDS EAST 76.47 FEET TO A 1/2 INCH ROD SET; THENCE SOUTH 09 DEGREES 44 MINUTES 12 SECONDS WEST 492.01 FEET TO A 1/2 INCH ROD SET; THENCE SOUTH 84 DEGREES 53 MINUTES 11 SECONDS WEST 764.70 FEET TO A 5/8 INCH ROD FOUND; THENCE NORTH 02 DEGREES 42 MINUTES 49 SECONDS WEST 199.38 FEET TO A ROD FOUND; THENCE ALONG A CURVE TO THE RIGHT 15.38 FEET TO A STONE FOUND, SAID CURVE HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF NORTH 41 DEGREES 20 MINUTES 31 SECONDS EAST, A CHORD DISTANCE OF 13.91 FEET, SAID STONE FOUND, BEING THE POINT AND PLACE OF BEGINNING, CONTAINING 5.9906 ACRES OR 260949.9 SQUARE FEET OF LAND.

BEING THE SAME PROPERTY CONVEYED TO RICHMEADE LAND LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY, BY DEED FROM RICHMEADE, L.P., A VIRGINIA LIMITED PARTNERSHIP, DATED NOVEMBER 29, 2006 AND RECORDED NOVEMBER 30, 2006, IN THE CLERK'S OFFICE, CIRCUIT COURT, CITY OF RICHMOND, VIRGINIA IN INSTRUMENT NO. 060041221.

Zoning Certification

DATE: 2/1/2019

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

RE: ZONING CERTIFICATION

Name of Development: The Heights at Brady Square

Name of Owner/Applicant: BR Owner, LLC

Name of Seller/Current Owner: Richmeade Land LLC

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

DEVELOPMENT DESCRIPTION:

Development Address:

2200 Brady Street, Richmond VA (APN: S-008-0275-024)

2316 Krouse Street, Richmond VA (APN: S-008-0275-025)

2312 Lynhaven Ave., Richmond VA (APN: S-008-0275-002)

Legal Description:

See Attached Legal Descriptions for Parcels C, D and E.

Parcel C: APN: S-008-0275-024

Parcel D: APN: S-008-0275-002

Parcel E: APN: S-008-0275-025

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>66</u>	# Units	<u>12</u>	# Buildings	<u>58,565</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 type="checkbox"/> Rehabilitation:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: R-53 Multifamily Residential - Subject to CUP allowing a density of 10 units per acre, and the following other applicable conditions: R-53 zoning subject to the recorded CUP allowing up to 272 units in up to 50 buildings. CUP controls zoning density.

Other Descriptive Information:

New construction of 12 buildings totalling 66 apartment units (including one community building). The total building square footage is 58,565 sq.ft. per VHDA guidelines. The three legal parcels total 22.77 acres.

LOCAL CERTIFICATION:

Check one of the following as appropriate:

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

Signature

Printed Name

Director, Planning & Development

Title of Local Official or Civil Engineer

804-646-6305

Phone:

February 1, 2019

Date:

NOTES TO LOCALITY:

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

H

Attorney's Opinion
(MANDATORY)

March 11, 2019

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

RE: 2019 Tax Credit Reservation Request

Name of Development: The Heights at Brady Square
Name of Owner: BR Owner, 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 March 11, 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 Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

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

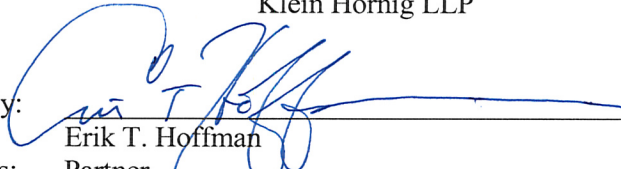
Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions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

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

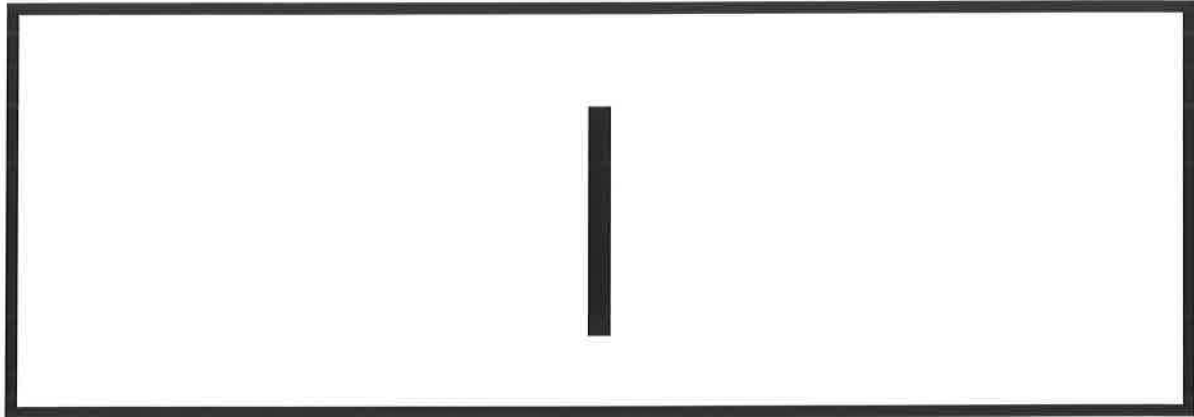
This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.

Klein Hornig LLP

By:


Erik T. Hoffman

Its: Partner



Nonprofit Questionnaire

(MANDATORY for points or pool)



Non-profit Questionnaire

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

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

1. General Information

- a. Name of development: The Heights at Brady Square
- b. Name of owner/applicant: BR Owner, LLC
- c. Name of non-profit entity: Commonwealth Catholic Charities
- d. Address of principal place of business of non-profit entity:
1601 Rolling Hills Drive, Richmond VA 23229

Indicate funding sources and amount used to pay for office space:

Fee for services, grants, contracts, private philanthropy. The budget for CCC's Richmond Headquarters is \$338,000.

- e. Tax exempt status: 501(c)(3) 501(c)(4) 501(a)
- f. Date of legal formation of non-profit (must be prior to application deadline); 10/1923
evidenced by the following documentation: Certificate of Incorporation
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):
10/24/2018
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):
Commonwealth Catholic Charities exists to operate as a social services organization and to provide such services to people in need in such areas as may be designated by the board. At the January 25, 2013 meeting of the Board of Directors, the board approved the agency's request to begin planning and preparing to develop affordable housing for low income residents of our service area.
- i. Expected life (in years) of non-profit:
Commonwealth Catholic Charities will exist in perpetuity.

Non-profit Questionnaire, cont'd

- j. Explain the anticipated future activities of the non-profit over the next five years:
Commonwealth Catholic Charities will continue to operate services for vulnerable individuals and families across our service area.
Our lines of service include children's services (foster care, adoption, pregnancy counseling), counseling services, housing services
(housing counseling, financial assistance, homeless services), and refugee resettlement services. Commonwealth Catholic Charities will continue to build capacity to develop affordable housing in the communities we serve.
- k. How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?
133 How many part time, paid staff members? 51
- Describe the duties of all staff members:
Please see attached organizational chart (attachment A)
- l. Does the non-profit share staff with any other entity besides a related non-profit described above?
 Yes No If yes, explain in detail:
- m. How many volunteers does the non-profit and, if applicable, any related non-profit have?
184
- n. What are the sources and manner of funding of the non-profit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development
Fee for services, government grants & contracts: 85%
Foundations, contributions, events, Catholic Diocese: 9%
Investment income: 3%
In kind: 3%
- o. List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:
See attachment B.

2. Non-profit Formation

- a. Explain in detail the genesis of the formation of the non-profit:
Please see attachment C for a comprehensive history of Commonwealth Catholic Charities.

Non-profit Questionnaire, cont'd

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

Yes No If yes, explain in detail:

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

Yes No If yes, explain:

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

Yes No If yes, explain:

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

Yes No, If yes, explain:

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

Yes No

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

Commonwealth Catholic Charities has provided compassionate human services to all people, regardless of faith, for 95 years with a remarkable track record of success in all lines of services. Please see attachment D for a list of our programs and services.
Commonwealth Catholic Charities has been exploring and building capacity to develop affordable housing since 2013.

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

N/A

3. Non-profit Involvement

Non-profit Questionnaire, cont'd

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

Yes No

- (i) Will the non-profit own at least 10% of the general partnership/owning entity?
 Yes No
- (ii) Will the non-profit own 100% of the general partnership interest/owning entity?
 Yes No

If no to either 3a.i or 3a.ii above, specifically describe the non-profit's ownership interest:
10 % of the general partnership interest.

- b. (i) Will the non-profit be the managing member or managing general partner?
 Yes No If yes, where in the partnership/operating agreement is this provision specifically referenced?
-
-

(ii) Will the non-profit be the managing member or own more than 50% of the general partnership interest? Yes No

- c. Will the non-profit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?
 Yes No If yes, where in the partnership/operating agreement is this provision specifically referenced?

The right of first refusal is set forth in a separate Purchase Option and Right of First Refusal Agreement.

Recordable agreement attached to the Tax Credit Application as TAB V

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

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

Yes No If yes,

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

Commonwealth Catholic Charities will provide assistance with community engagement during the development process and will assist with marketing the property to its service population.

- (ii) Describe the nature and extent of the non-profit's involvement in the operation or

Non-profit Questionnaire, cont'd

management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

CCC will offer rental housing counseling, financial coaching and education, home-ownership counseling, and employment services to residents of the development.

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

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

The proposed development is in response to market research and an identified demand.

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

Commonwealth Catholic Charities will own 10% of BR Managing Member, which is the managing member of BR Owner, LLC

Dakota Partners, Inc. will own 90% of BR Managing Member, which is the managing member of BR Owner, LLC

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

Dakota Partners will lead the overall development of the proposed project, including construction, operation, and management.

- h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development? Yes No If yes, (i) explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

Dakota Partners will oversee all aspects of the development process. Additionally, Astoria LLC is the development consultant and will assist Dakota Partners with the submission of the application for tax credit financing.

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

The for-profit contacted the non-profit to discuss the possibility of a mutually beneficial partnership.

- i. Will the non-profit or the Owner (as identified in the application) pay a joint venture partner

Non-profit Questionnaire, cont'd

or consultant fee for providing development services? Yes No If yes, explain the amount and source of the funds for such payments.

Dakota Partners will pay Astoria, LLC a fee of \$25,000.

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

k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow? Yes No If yes, explain:

Dakota Partners will collect cash flow from the property.

l. Will any member of the board of directors, officer, or staff member of the non-profit participate in the development and/or operation of the proposed development in any for-profit capacity? Yes No If yes, explain:

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

N/A

n. Is the non-profit involving any local, community based non-profit organizations in the development, role and operation, or provision of services for the development? Yes No If yes, explain in detail, including the compensation for the other non-profits:

Non-profit Questionnaire, cont'd

4. Virginia and Community Activity

a. Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia? Yes No

b. Define the non-profit's geographic target area or population to be served:

Commonwealth Catholic Charities serves communities in Eastern, Central, and Southwest Virginia. CCC has office locations in
Newport News, Norfolk, Richmond, Petersburg, Charlottesville, Roanoke, and Norton.

c. Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?

Yes No If yes, or no, explain nature, extent and duration of any service:

Commonwealth Catholic Charities has provided social services for the residents of Virginia for 95 years. In the Richmond region, CCC operates services including, but not limited to, individual and family counseling, financial literacy and housing counseling, foster care and adoptions services, homeless services, and others.

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

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

Yes No

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

Yes No If yes, explain:

CCC has a significant revenue base in the target community. CCC receives financial contributions from United Way of Greater Richmond and Petersburg, Bon Secours Virginia Health System, the Catholic Diocese of Richmond, and local faith communities in the region. The City of Richmond provides programmatic support to CCC's Housing Resource Center in Richmond which provides outreach and assessment services for homeless individuals and families in the region.

g. Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? Yes

No If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

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

(i) low-income residents of the community? Yes No

Non-profit Questionnaire, cont'd

- (ii) elected representatives of low-income neighborhood organizations? Yes No
- i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)? Yes No
- j. Does the board of directors hold regular meetings which are well attended and accessible to the target community? Yes No If yes, explain the meeting schedule:
Commonwealth Catholic Charities' Board of Directors meets quarterly. Board meetings are not open to the public.

- k. Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? Yes No
- l. Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses? Yes No If yes, explain in detail:

- m. Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area? Yes No If yes, explain:

- n. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? Yes No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).
Please see Schedule A (Previous Participation Certification)

- o. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member? Yes No If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

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

Non-profit Questionnaire, cont'd

q. Has the non-profit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the VHDA Housing Funds? Yes No If yes, explain:

r. Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources? Yes No If yes, explain the need identified:

s. Has the non-profit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community? Yes No If yes, explain the plan:

5. Attachments

Documentation of any of the above need not be submitted unless requested by VHDA

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

March 3, 2019

Date

BR Owner, LLC

Owner/Applicant

By: 

Its: Member

Title

March 2, 2019

Date

Commonwealth Catholic Charities

Non-profit

By: 

Board Chairman

Non-profit Questionnaire, cont'd

By:  _____
Executive Director

**Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201**

Department of the Treasury

Date: October 24, 2018

Person to Contact:

R. Meyer ID# 0110429

Toll Free Telephone Number:

877-829-5500

United States Conference of Catholic
Bishops
3211 4th Street, NE
Washington, DC 20017-1194

Group Exemption Number:

0928

Dear Sir/Madam:

This responds to your October 12, 2018, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2018*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a). Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2018* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Subordinate organizations under a group exemption do not receive individual exemption letters. Subordinate organizations are not listed in Tax Exempt Organization Search (Pub 78 data), and many are not listed in the Exempt Organizations Business Master

File extract, or EO BMF. Donors may verify that a subordinate organization is included in your group exemption by consulting the *Official Catholic Directory*, the official subordinate listing approved by you, or by contacting you directly. IRS does not verify the inclusion of subordinate organizations under your group exemption. See IRS Publication 4573, *Group Exemption*, for additional information about group exemptions.

Each subordinate organization covered in a group exemption should have its own EIN. Each subordinate organization must use its own EIN, not the EIN of the central organization, in all filings with IRS.

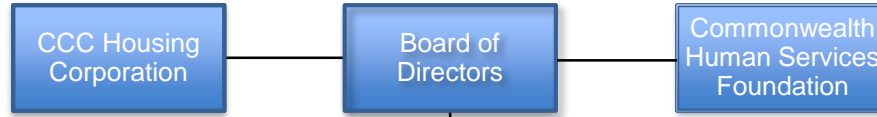
If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Stephen a. martin".

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Commonwealth Catholic Charities



*Freida Nevills
Executive Assistant*



Mary Mills
CFO

*Finance
Accounting*

Paige Peak
Manager
Marketing

Donald Miller
Manager
Development

Vacant
Director
Housing

John Elwell
Director
Parish Engagement

Lori James
Director
Human Resources &
Administrative Services

Abby Boyd
Director
Supportive Housing
& Homeless

Sid Alvarado
Director
Income & Asset
Building

Toosdhi Jackson
Director
Foster Care

Amar Bhattarai
Director
Resettlement
Immigration Services

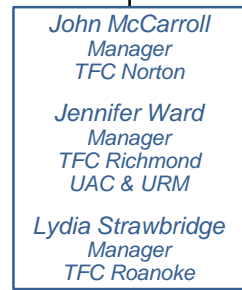
Vacant
Director
Counseling
Individual, Group
& Family

*Personnel
Volunteers
Facilities
Management*

*Vacant, Manager
Information
Technology
Tele-Communications*



*Michelle Jones
Supervisor
Housing Counseling*



Judith Gallegos
Supervisor
Interpreter Services

Marge Thornton
Manager
Adoption
Pregnancy Counseling

*Taylor Mills
Supervisor
Post-Adoption*

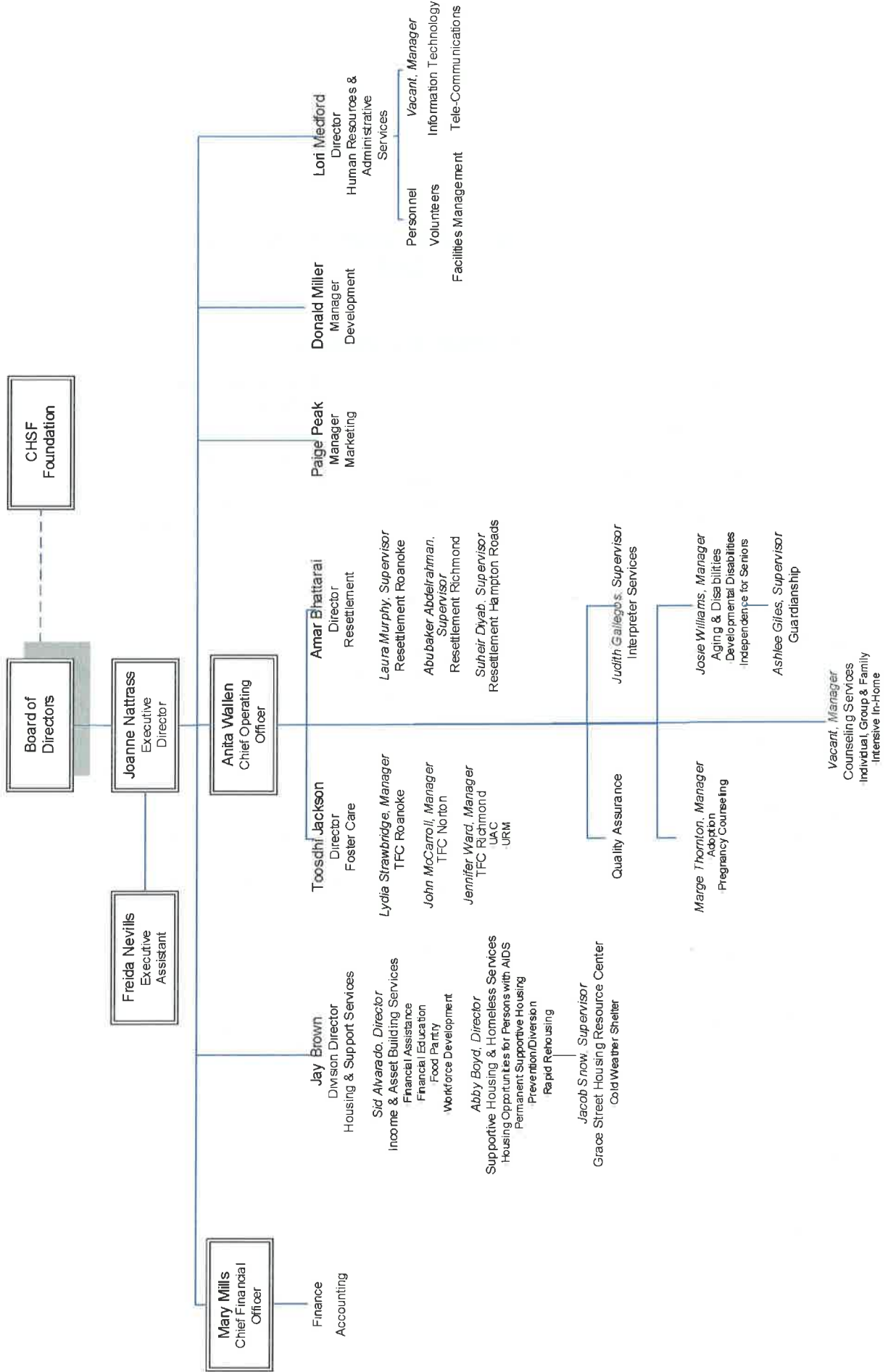
Quality Assurance

Josie Williams
Manager
Aging & Disabilities
• Developmental Disabilities
• Independence for Seniors

*Ashlee Giles
Supervisor
Guardianship*



COMMONWEALTH CATHOLIC CHARITIES Organizational Chart





The Official
Catholic Directory®
Anno Domini
2018

Diocese of Richmond

(Diocesis Richmondensis)



ESTABLISHED IN 1820.

Square Miles 36,711.

Most Reverend

BARRY C. KNESTOUT

Bishop of Richmond; ordained June 24, 1989; appointed Auxiliary Bishop of Washington and Titular Bishop of Leavenworth November 18, 2008; Episcopal ordination December 29, 2008; appointed Bishop of Richmond December 6, 2017; installed January 12, 2018. Pastoral Center: 7800 Carousel Lane, Richmond, VA 23294.

Comprises the State of Virginia, with the exception of the Counties of Arlington, Clarke, Culpeper, Fairfax, Fauquier, Frederick, King George, Lancaster, Loudoun, Madison, Northumberland, Orange, Page, Prince William, Rappahannock, Richmond, Shenandoah, Spotsylvania, Stafford, Warren and Westmoreland.

For legal titles of parishes and diocesan institutions, consult the Chancery Office.

Catholic Diocese of Richmond Pastoral Center: 7800 Carousel Lane, Richmond, VA 23294. Tel: 804-359-5661; Fax: 804-358-9159.

Web: www.richmonddiocese.org

Email: Bishop@richmonddiocese.org

STATISTICAL OVERVIEW

Personnel					
Bishop	1				
Retired Abbots	86				
Priests: Diocesan Active in Diocese	5				
Priests: Diocesan Active Outside Diocese	41				
Priests: Retired, Sick or Absent	132				
Number of Diocesan Priests	18				
Religious Priests in Diocese	160				
Total Priests in Diocese	53				
Extern Priests in Diocese					
Ordinations:					
Diocesan Priests	3				
Transitional Deacons	3				
Permanent Deacons in Diocese	140				
Total Brothers	7				
Total Sisters	181				
Parishes					
Parishes	139				
With Resident Pastor:					
Resident Diocesan Priests	98				
Resident Religious Priests	6				
Without Resident Pastor:					
Administered by Priests	36				
Missions	6				
Closed Parishes	4				
Professional Ministry Personnel:					
Brothers	5				
Sisters	181				
Lay Ministers	128				
Welfare					
Catholic Hospitals	8				
Total Assisted	898,554				
Homes for the Aged	7				
Total Assisted	1,429				
Day Care Centers	2				
Total Assisted	200				
Special Centers for Social Services	6				
Total Assisted	32,388				
Residential Care of Disabled	3				
Total Assisted	581				
Educational					
Diocesan Students in Other Seminaries	31				
Total Seminarians	31				
High Schools, Diocesan and Parish	5				
Total Students	1,029				
High Schools, Private	3				
Total Students	642				
Elementary Schools, Diocesan and Parish	22				
Total Students	6,369				
Elementary Schools, Private	3				
Total Students	787				
Catechesis/Religious Education:					
High School Students	4,196				
Elementary Students	12,393				
Total Students under Catholic Instruction	25,447				
Teachers in the Diocese:					
Sisters	12				
Lay Teachers	954				
Vital Statistics					
Receptions into the Church:					
Infant Baptism Totals	3,021				
Minor Baptism Totals	116				
Adult Baptism Totals	325				
Received into Full Communion	483				
First Communions	3,001				
Confirmations	2,282				
Marriages:					
Catholic	533				
Interfaith	289				
Total Marriages	822				
Deaths	1,708				
Total Catholic Population	241,276				
Total Population	5,322,085				

Former Bishops—Rt. Revs. PATRICK KELLY, D.D., ord. July 18, 1802; first Bishop; cons. Aug. 24, 1820; transferred to Waterford and Lismore in 1822; died Oct. 8, 1829; RICHARD V. WHELAN, D.D., ord. May 1, 1831; second Bishop; cons. March 21, 1841; transferred to Wheeling, July 23, 1850; died July 7, 1874; JOHN MCGILL, D.D., ord. June 13, 1855; cons. Nov. 10, 1850; died Jan. 14, 1872; His Eminence JAMES CARDINAL GIBBONS, D.D., ord. June 30, 1861; cons. Aug. 16, 1868; Bishop of Adramyttium, and Vicar-Apostolic of North Carolina; transferred to the See of Richmond, July 30, 1872; transferred to the See of Baltimore, Oct. 3, 1877; created Cardinal Priest of S. Maria in Trastevere, June 7, 1886; died March 24, 1921; Rt. Revs. JOHN J. KEANE, D.D., ord. July 2, 1866; cons. Aug. 25, 1878; resigned August, 1888; rector of the Catholic University, Washington, DC; transferred to Archbishopric of Dubuque, July 24, 1900; died June 27, 1918; AUGUSTINE VAN DE VYVER, D.D., ord. July 21, 1870; cons. Oct. 20, 1889; died Oct. 16, 1911; DENIS JOSEPH O'CONNELL, D.D., ord. May 26, 1877; cons. May 3, 1908; Titular Bishop of Sebaste and Auxiliary Bishop of San Francisco; appt. Bishop of Richmond, Jan. 19, 1912; resigned Jan. 15, 1926 and appt. Titular Archbishop of Marianne; died Jan. 1, 1927; Most Revs. ANDREW J. BRENNAN, D.D., ord. December 17, 1904; cons. Titular Bishop of Thapsus and Auxiliary Bishop of Scranton, April 25, 1923; appt. Bishop of Richmond, May 28, 1926; resigned April 14, 1945; appt. Titular Bishop of Telmisus; died May 23, 1956; PETER L. TRETTON, D.D., ord. June 20, 1906; appt. Titular Bishop of Cime Coadjutor Bishop and Apostolic Administrator of Richmond, Aug. 3,

1935; cons. Oct. 23, 1935; named Bishop of Richmond, April 14, 1945; named Assistant at the Pontifical Throne, May 21, 1956; died April 27, 1958; JOHN J. RUSSELL, D.D., ord. July 8, 1923; appt. Bishop of Charleston, Jan. 28, 1950; cons. March 14, 1950; appt. Bishop of Richmond, July 3, 1958; retired April 3, 1973; died March 17, 1993; WALTER F. SULLIVAN, D.D., ord. May 9, 1953; appt. Titular Bishop of Selsey and Auxiliary Bishop of Richmond Oct. 20, 1970; cons. Dec. 1, 1970; appt. Apostolic Administrator of Richmond April 30, 1973; succeeded to the See, June 6, 1974; resigned Sept. 16, 2003; died Dec. 11, 2012; FRANCIS X. DILORENZO, ord. May 18, 1968; appt. Titular Bishop of Tigia and Auxiliary Bishop of Scranton Jan. 26, 1988; cons. March 8, 1988; appt. Apostolic Admin. of Honolulu Oct. 12, 1993; succeeded to See Nov. 29, 1994; appt. Bishop of Richmond March 31, 2004; installed May 24, 2004; ret. April 15, 2017; died Aug. 17, 2017.

Central Administrative Offices

Unless otherwise indicated all Diocesan Offices are located at: 7800 Carousel Ln., Richmond, 23294. Tel: 804-359-5661; Fax: 804-358-9159.

Diocesan Administrator—Rev. Msgr. MARK RICHARD LANE, V.G., S.T.M., D.Min. Regional Delegates: Rev. Msgrs. WALTER C. BARRETT, Eastern Vicariate, Tel: 757-851-8800; R. FRANCIS MUENCH, J.C.L., Central Vicariate, Tel: 804-355-9155; Rev. KEVIN L. SEGERBLOM, Western Vicariate, Tel: 276-669-8200, Ext. 30

Other Delegates—Revs. WILLIAM DANIEL BEEMAN, Catholic Schools' Mission & Identity; MICHAEL G. BOEHLING, Pastoral Svcs.

Assistant to the Bishop—MRS. ANNE C. EDWARDS, Tel: 804-359-5661.

Chancellor—Rev. Msgr. R. FRANCIS MUENCH, J.C.L., Tel: 804-355-9155; Fax: 804-359-2810.

Vice Chancellor—MS. EDITH MCNEIL JETER, Tel: 804-359-5661, Ext. 218.

Diocesan Tribunal—Tel: 804-355-9155; Fax: 804-359-2810.

Judicial Vicar—Rev. Msgr. R. FRANCIS MUENCH, J.C.L.

Adjutant Judicial Vicar—Rev. MICHAEL M. DUFFY, J.C.L.

Judges—Rev. Msgr. J. KENNETH RUSH JR., D.Min.; Revs. WAYNE L. BAGI, J.C.L.; KEVIN J. O'BRIEN, Ph.D.; JEFFREY M. STAAB, J.C.D.; H. ROBERTA SMALL, J.C.L.; JUDITH A. DOUGLAS, J.C.D.; SUSAN L. VANNICE, J.C.L.; Deacon J. MICHAEL FITZGERALD, J.C.L.

Defenders of the Bond—CHRISTINA HIP-FLORES, J.C.D.; AMY JILL STRICKLAND, J.C.L.; ELISA E. UGARTE, J.C.L.; E. MAGDALEN ROSS, J.C.L.

Ecclesiastical Notaries—MRS. DENISE RYAN; MRS. CHERYL GAMBARDELLA; MRS. KATHLEEN M. MCINTOSH.

Propagation of the Faith—Deacon ROBERT H. GRIFFIN.

Delegate for Clergy—Revs. TIMOTHY M. KUHNEMAN; Tel: 804-359-5661; Email: tkuhneman@richmonddiocese.org; JOHN C. KAZIBWE, (Uganda) Asst. to the Delegate for Clergy for African Priests; SALVADOR ANONUEVO, Asst. to the Delegate for Clergy for Filipino Priests.

Registrar & Coordinator Permanent Diaconate—MRS. GERALDINE MANCUSO.

Ethnic and Special Liturgies—Filipino, Hispanic, Korean, Vietnamese; Tridentine Latin Mass, Deaf/Hearing Impaired. Please refer to the diocesan website for location and schedule.

Delegate for Ecumenism & Ecumenical Affairs—Rev. TIMOTHY M. KUHNEMAN, Tel: 804-359-5661; Email: tkuhneman@richmondccdiocese.org.

Delegate for Vocations—Rev. MICHAEL G. BOEHLING.

Director of Archives and Museum—MS. EDITH MCNEIL JETER.

Office of Human Resources—MRS. DOROTHY MAHANES, Human Resource Officer; MRS. MARYJANE M. FULLER, Dir. Safe Environment & Assoc. Dir. Human Resources; MRS. CATHERINE M. GARNEY, Recruiter & Training Mgr.; MRS. TINA B. TUPPER, Centralized Onboarding Specialist.

Office of Development—MRS. MARGARET KEIGHTLEY, Exec. Dir. Advancement; MR. ALEX PREVITEA, Dir.; MS. JOYCE A. SCHREIBER, Dir. Devel. for Catholic Schools; MRS. MARIA GABRIELA GONZALEZ, Sejura Dir. Devel.; MS. MARY ANNES KEENAN, Dir. Parish Campaign.

Office of Information Technology—MR. ERIC SUND, Dir.; MR. JOSE GONZALEZ, Network Admin.; MS. LYNN MOONEY, Web Svcs. & Database Devel.; MR. DANIEL DEHART, Network Administration/Support.

Office of Communications—DEBORAH M. COX, Dir.

Office of Printing—MR. JOEL CLIBORNE, Dir.

Office of Finance—MR. MICHAEL J. MCGEE, CFO; MRS. SARAH W. RABIN, Dir. Finance; Deacon PAUL MAHEFICY, Dir. Real Estate; MRS. AMBER W. CHAPPELL, Asst. Dir. Finance.

Parish & School Financial Auditors—MR. WILLIAM B. MURPHY, Internal Audit Mgr.; MR. ROBERT D. BOYLE, Senior Internal Auditor; MR. BEN ABALOS, Internal Auditor.

Diocesan Housing Corporation—MR. WILLIAM B. MURPHY, Exec. Dir.

Facilities Management—MR. JOHN W. MURPHY JR., Dir.

Office of Risk Management—MR. KURT HICKMAN, Dir.

Office of Christian Formation—MRS. EMILY FILIPPI, Dir.; MRS. KATHLEEN T. MCMASTER, Assoc. Dir.; MS. SHERI KEMP, Assoc. Dir.; MRS. BERNADETTE F. HARRIS, Assoc. Dir.; Dir. Lay Ecclesial Ministry Inst.; MRS. MELANIE CODDINGTON, Regl. Min. Christian Formation.

Office of Catholic Schools—MR. RAYMOND E. HONEYCUTT, Supt.; MRS. KELLY LAZZARA, Assoc.

Supt. Opers.; DR. ANGELA M. ALLEN, Assoc. Supt. Curriculum & Instruction.

Office of Evangelization—MR. MICHAEL F. SCHOOL, Dir.; MR. DANIEL WHITEHOUSE, Assoc. Dir.; MS. CARRIE POSTON, Prog. Coord.; MS. RHODA BEVC, Prog. Coord.

Center for Marriage, Family & Life—MR. MICHAEL F. SCHOOL, Exec. Dir.; MR. DANIEL WHITEHOUSE, Dir., Prog. & Support, Tel: 804-359-5661; MR. ALBERT DRUMMOND, Assoc. Dir. Communications, Technology & Special Projects, Tel: 804-622-5109; Fax: 804-358-9159; Email: cmf@richmondccdiocese.org; MS. CARRIE POSTON, Prog. Coord.; MS. RHODA BEVC, Prog. & Marriage Prep. Coord.

Youth & Young Adult—MS. ANGIE POMETTO, Assoc. Dir. (Central & Western Vicariate); MR. CHRIS ANDERSON, Assoc. Dir. (Eastern Vicariate).

Campus Ministry—MR. ANDREW WARING, Assoc. Dir.

Office of Worship—Rev. SEAN M. PRINCE, Dir.

Office for the Hispanic Apostolate—Sr. INMA CUESTA-VENTURA, C.M.S., Dir.

Office for Black Catholics & Asian Ministry—MS. PAM HARRIS, Dir.

Office of Social Ministries—MR. MICHAEL F. SCHOOL, Interim Dir.; MR. JAMES MURIGU MWANGI, Regl. Coord. & Migrant Ministry; MS. CARRIE POSTON, Interim Prog. Coord.; Rev. RICHARD T. MOONEY, Prison Ministry.

Diocesan Councils and Organizations

Catholic Relief Services—(See Office of Social Ministry).

Catholic Daughters of America—State Regent: EILEEN DUMANSKY, 7306 Parkline Dr., Richmond, 23226. Tel: 804-662-6663.

Catholic Virginian (Diocesan Newspaper)—MR. BRIAN OLSZEWSKI, Editor, Tel: 804-359-5654; Fax: 804-359-5689.

Council of Catholic Women—Contact: MRS. LOUISE HARTZ, Tel: 804-741-2487.

Cemeteries—Deacon ED HANDEL, Dir., Tel: 804-359-5661.

Council of Priests—See Presbyteral Council.

Catholic Charities—

Commonwealth Catholic Charities—1601 Rolling Hills Dr., Richmond, 23229. Tel: 804-285-5900. Ms. JOANNE D. NATTRASS, M.B.A., B.S.N., R.N., Exec. Dir.

Catholic Charities of Eastern Virginia, Inc.—5361-A Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-467-7707. MR. CHRISTOPHER R. TAN, Exec. Dir.

Commission for Ecumenical & Interreligious Affairs—Rev. TIMOTHY M. KUHNEMAN, Tel: 804-359-5661.

Finance Council—Contact: MR. MICHAEL J. MCGEE, CFO.

Haitian Ministry Commission—Office of Social Ministries. Tel: 804-622-5222.

Knights of Columbus—State Deputy: MR. STEPHEN KEHOE, Email: statedeputy@vakofo.org.

Diocesan Pastoral Council—Deacon RONALD A. REGER, Chm.

Diocesan School Board—3650 Hermitage Rd., Richmond, 23227. Tel: 804-822-3947. MS. JANE JOHNSON, Chm.

Presbyteral Council—Rev. WILLIAM DANIEL BEEMAN, Chair.

Propagation of the Faith—Deacon ROBERT H. GRIFFIN.

Respect Life—MR. MICHAEL F. SCHOOL, Exec. Dir.; MR. DANIEL WHITEHOUSE; MR. ALBERT DRUMMOND.

Secular Carmelite Communities—

Community of the Holy Spirit—SUNNI GOWLING, O.C.D.S., Pres., 1211 Mt. Erin Dr., Richmond, 23231.

Community of Our Lady of the Annunciation—TIRA KNIPPEL, O.C.D.S., Pres., 1268 Alanton Dr., Virginia Beach, 23454.

Third Order of the Dominicans—

Lay Fraternity of St. Dominic—St. Thomas Aquinas Chapter 01 Alderman Rd., Charlottesville, 22903. Very Rev. JOSEPH BARRANGER, O.P., Supvr.

Lay Fraternity of St. Dominic—Church of the Vietnamese Martyrs Rev. PAUL 'FRAN NGUYEN, O.P., 12500 Patterson Ave., Richmond, 23238.

Victim Assistance Coordinator—7800 Carousel Ln., Richmond, 23294. Tel: 804-622-5203. MRS. MARY-JANE M. FULLER.

Youth Ministry Council—MR. MICHAEL F. SCHOOL.

Liturgical Commission—Rev. SEAN M. PRINCE.

Commission for Black Catholic—2609 Mountain Berry Ct., Glen Allen, 23060. Tel: 804-314-8556. MS. CANDRA PARKER, Chm.

Building and Renovation Committee—Rev. ROBERT J. COLE, 800 Los Cenaeas Way, Virginia Beach, 23456. Tel: 757-426-2180.

Campus & Young Adult Ministry—MR. MICHAEL F. SCHOOL, Contact.

Christian Formation Commission—Our Lady of Perpetual Help, 314 Turner Rd., Salem, 24153. Tel: 540-387-0491. MS. BARBARA HAIRFIELD.

CLERGY, PARISHES, MISSIONS AND PAROCHIAL SCHOOLS

CITY OF RICHMOND

1—CATHEDRAL OF THE SACRED HEART (1906) [JC] Rev. Msgr. Patrick D. Golden, Rector; Deacons Christopher M. Malone; Marshall D. Banks; Mark C. Matto; Charles Williams Jr.; Michael David DeNoia; Mary Rebecca Pugsley, Interim Campus Min.

Bishop's Office—

7800 Carousel Ln., 23294.

Cathedral Office—

800 S. Cathedral Pl., 23220-1569. Tel: 804-359-5661; Fax: 804-358-8043; Email: info@richmondcathedral.org; Web: www.richmondcathedral.org. Church: 18 N. Laurel, 23220.

Catechesis Religious Program—Students 117.

2—ST. AUGUSTINE (Chesterfield Co.) (1973) Rev. Marlon Portillo Munoz, Admin.; Deacons Eric Christopher Broughton; Christopher Corrigan; Albert Hallak. Res: 9608 Verlinda Ct., 23237. Church: 4400 Beulah Rd., 23237-1850. Tel: 804-275-7962; Fax: 804-271-4604; Email: stu@staugustineparish.net; Web: www.staugustineparish.net.

Catechesis Religious Program—Students 356.

3—SAINT BENEDICT (1911) [JC] Rev. Anthony E. Marques. Res: 2900 Garrett St., 23221. Church: 300 N. Sheppard St., 23221-2407. Tel: 804-254-8810; Fax: 804-365-5112; Email: ioleary@saintbenedictparish.org; Web: www.saintbenedictparish.org.

School—Saint Benedict School

3100 Groves Ave., 23221. Tel: 804-254-8850; Fax: 804-254-9163; Email: scress@saintbenedictschool.org; Web: www.saintbenedictschool.org. Mr. Sean M. Cruces, Prin. Lay Teachers 16; Students 182.

Catechesis Religious Program—

Email: rhamrick@saintbenedictparish.org. Robert Hanrick, D.R.E. Students 215.

4—ST. BRIDGET (Richmond, VA) (1949) Rev. Msgr. William H. Carr; Rev. John Christian, Parochial Vicar; Deacons Patrick Joseph White; Robert B.

Giovenco; Victor Petillo. In Res., Rev. Msgr. R. Francis Muench, J.C.L.

Church: 6006 Three Chopt Rd., 23226-2730. Email: parishmail@saintbridgetchurch.org; Web: www.saintbridgetchurch.org.

School—Saint Bridget Catholic School

6011 York Rd., 23226. Tel: 804-288-1994; Fax: 804-288-5730; Email: information@saintbridget.org; Web: www.saintbridget.org. Mr. George Sadler, Prin. Lay Teachers 35; Students 466.

Catechesis Religious Program—Students 271.

5—CHURCH OF THE EPIPHANY (Chesterfield Co.) (1979)

Mailing Address: 11000 Smokebree Dr., 23236-3144. Tel: 804-794-0222; Fax: 804-378-2018; Email: epiphany@epiphanychurch.org; Web: www.epiphanychurch.org. Rev. John C. Kazibwa (Uganda); Deacons Stephen Haut; Belardino Lupini; Arthur Mendez. See Regional School St. Edward - Epiphany, Richmond under St. Edward, Richmond for details.

Catechesis Religious Program—Students 465.

6—CHURCH OF THE VIETNAMESE MARTYRS (1983)

(Vietnamese) Mailing Address: 12486 Patterson Ave., 23238. Tel: 804-784-5460; Email: cvmrectory@gmail.com. Rev. Paul Tuan Nguyen, O.P.; John Baptist Khoi Nguyen, Parochial Vicar.

Catechesis Religious Program—Students 257.

7—ST. EDWARD THE CONFESSOR (1969)

Mailing Address: 2700 Dolfield Dr., North Chesterfield, 23235. Tel: 804-272-2948; Fax: 804-560-3565; Email: stedward@stedwardch.org; Web: www.stedwardch.com. Revs. Donald H. Lemay; Mark Kowalski, Parochial Vicar; Deacons James D. Greer; Thomas B. Elliott; Kevin Hogan; Robert D. Ewan. Res. & Church: 10908 Ashburn Rd., North Chesterfield, 23237-2618.

School—Regional School St. Edward-Epiphany

10701 Huguenot Rd., 23235. Tel: 804-272-2881; Fax: 804-272-2904. Mrs. Emily Elliott, Prin. Lay Teachers 60; Students 491.

Catechesis Religious Program—Students 667.

8—ST. ELIZABETH (1923) [JC] (African American)

Mailing Address: 1301 Victor St., 23222-3935. Revs. Daniel O. Brady; James M. Arsenault, Parochial Vicar.

Church: 2712 2nd Ave., 23222-3935. Tel: 804-329-4599; Fax: 804-321-0741; Email: stelzccc@verizon.net; Web: www.stelzccc.org.

School—All Saints

3418 Noble Ave., 23222. Tel: 804-329-7524; Fax: 804-329-4201. Mr. Kenneth Soistman, Prin.

Catechesis Religious Program—Students 7.

9—HOLY ROSARY (1953) (African American) Rev. David J. Stanfill; Deacons Francis Nelson Jr.; Melvin D. Dowdy.

Parish Office & Mailing Address: 3300 "R" St., 23223-0416. Tel: 804-222-1106; Fax: 804-226-2204; Email: office@hrcrichmond.org; Web: hrcrichmond.org. Res.: 901 Hunters Run Dr., 23223.

Catechesis Religious Program—Students 48.

10—ST. JOSEPH (1991)

828 Buford Rd., 23235. Tel: 804-320-4932; Fax: 804-451-1009; Email: office@stjosephrichmond.org; Web: www.stjosephrichmond.org. Revs. Robert Novokowsky, F.S.S.P.; Terrence Gordon, F.S.S.P., Parochial Vicar.

Catechesis Religious Program—Students 103.

11—ST. KIM TAEONG (1986) (Korean)

Mailing Address: 3103 Maury St., 23224-3559. Tel: 804-232-0993; Fax: 804-232-0992. Rev. Myoungsang Lee.

Church: 3100 Logandale Ave., 23224.

Catechesis Religious Program—Students 49.

12—ST. MARY (1962)

Mailing Address: 9505 Cayton Rd., 23229-5319. Tel: 804-740-4044; Fax: 804-740-2197; Email: parish@stmarysrichmond.org; Web: www.stmarysrichmond.org. Rev. Michael A. Reminger; Deacons Joseph Thomas Marlin; Frank Ronald Baskind, Ph.D.; Sr. Pat McCarthy, S.F.C.C., Pastoral Assoc.; Rebecca Oxenreider, Parish Social Ministry; Joe Lonich, Music Min.; Mark Yeager, Dir. Parish Admin.; Gregg Kumper, Business Mgr.; Sharon Vrlis, Liturgy Dir.; Teresa Lee, Dir. Evangelism. In Res., Rev. James M. Arsenault.

Third Order of St. Francis 5; Total Staff, Bon Secours Mary Immaculate 853; Outpatients 75,578; Inpatients 7,341

NORFOLK. Bon Secours De Paul Medical Center, Inc., 150 Kingsley Ln., Norfolk, 23505. Tel: 757-889-6000; Fax: 757-889-5837; Web: bonsecourshamptonroads.com. John Barrett, CEO. Bon Secours Ministries
Bon Secours DePaul Medical Center
Bon Secours DePaul Health Foundation
Bon Secours Bayley Properties Bed Capacity 204; Outpatients 83,842; Inpatients 7,315; Staff 787.

PORTSMOUTH. Bon Secours Hampton Roads Health Systems, Inc., 3636 High St., Portsmouth, 23707-3236. Tel: 757-398-2122. Joseph M. Oddis, CEO. Bed Capacity 346; Total Staff 1,913.

Bon Secours Maryview Medical Center, 3636 High St., Portsmouth, 23707. Tel: 757-398-2200; Fax: 757-398-2359; Web: www.bonsecourshamptonroads.com. Joseph M. Oddis, CEO; Richard Chasise, Dir. Pastoral Care; Rita Hickey, Rev. Panteleon O. Manalo, Chap. Sisters of Bon Secours.
Maryview Hospital Bed Capacity 346; Total Staff 1,569; Outpatients 187,915; Inpatients 1,400.
Maryview Behavioral Medicine Center, 3636 High St., Portsmouth, 23707. Tel: 757-398-2689; Fax: 757-398-2396; Web: www.BonSecoursHamptonRoads.com. Luey Koorman, Admin. Bed Capacity 54; Patients Asst Anual. 2,362; Total Staff 70.

[F] CHILD LEARNING CENTERS

RICHMOND. Sacred Heart Center, Inc., 1400 Perry St., 23224. Tel: 804-230-4399; Fax: 804-231-7247; Email: tanya-gonzalez@shrichmond.org. Tanya Gonzalez, Exec. Dir.; Rev. John Podosiadlo, S.J., Dir. Leadership & Volunteer Prog. Adult Education, Social Services, Latino Outreach.

BLACKSBURG. St. Mary's Little Angels Preschool (1988) 1205 Old Mill Rd., Blacksburg, 24060-3618. Tel: 540-951-0916; Fax: 540-953-2962; Email: littleangels@stmarysblacksburg.org; Web: www.stmarysblacksburg.org/ymia. Kimberly Keese, Preschool Coord. Preschool: ages 3-5 year olds; Parent Morning Out: 18-36 months Lay Teachers 12; Students 63.

VIRGINIA BEACH. Holy Family Day School, 1279 N. Great Neck Rd., Virginia Beach, 23454-2117. Tel: 757-481-1180; Fax: 757-481-3989; Email: dayschoolprincipal@holymfamilyvb.org; Web: www.holymfamilyvb.org. Cynthia Girard, Prin.; Colleen Oates, Bookkeeper. Lay Teachers 5.

[G] HOMES FOR THE AGED

RICHMOND. St. Francis Home, Inc., 65 W. Clopton St., 23225. Tel: 804-231-1043; Fax: 804-231-1065; Email: bslohgc@saintfrancisohome.com. Bruce M. Slough, Exec. Dir. Bed Capacity 135; Tot Asst. Annually 170; Total Staff 52.

St. Joseph's Home for the Aged/Jeanne Jugan Pavilion (1874) 1503 Michaels Rd., Henrico, 23229. Tel: 804-288-6245; Fax: 804-288-8906; Email: msrichmond@littlesistersofthepoor.org. Sr. Marie Edward Quinn, Supr. & Admin. Attended by Rev. Kenneth Wood (Chap.) Bed Capacity 96; Guests 98; Little Sisters of the Poor 10; Tot Asst. Annually 96; Total Staff 130; Direct Care 126.

St. Mary's Woods (1986) 1257 Marywood Ln., 23229. Tel: 804-741-8624; Fax: 804-740-7912; Email: randy.scott@stmaryswoods.com; Web: stmaryswoods.com. Randy Scott, Admin. Total Staff 75; Independent Units 34; Total Assisted Living 86; Units 120.

Our Lady of Hope Health Center, Inc., 13700 N. Gayton Rd., 23233. Tel: 804-360-1960; Fax: 804-364-0737; Email: mfarmer@ourladyofhope.com; Web: www.ourladyofhope.com. Julia Fretwell, L.N.H.A., Admin. Total Staff 203; Nursing Home Residents 60; Assisted Living 77.

CHARLOTTESVILLE. Our Lady of Peace, 761 Hillsdale Dr., Charlottesville, 22901. Tel: 434-973-1155; Fax: 434-973-3397; Web: www.our-lady-of-peace.com. Sara Warden, L.N.H.A., Exec. Dir. Total Staff 124; Nursing Bed Capacity 30; Independent Units 32; Assisted Units 94.

LYNCHBURG. H.C. Housing, Inc. dba McGurk House, 2425 Tate Springs Rd., Lynchburg, 24501. Tel: 434-846-2425; Fax: 434-847-5046; Email: mcgurkhouse@comcast.net; Web: www.mcgurkhouse.org. Elizabeth Nicely, Mgr. Independent Living for adults 62 years or older or mobility impaired. Total Staff 5; Apartments 88.

NEWPORT NEWS. St. Francis Nursing Center, 4 Ridgewood Pkwy., Newport News, 23602. Tel: 757-886-6500; Fax: 757-886-6539; Web: www.bshshnr.com. Robin Smith, Admin. Bed Capacity 115; Tot Asst. Annually 102; Total Staff 110; Total Assisted 1,582.

ROANOKE. Our Lady of the Valley Retirement Community, 650 N. Jefferson St., Roanoke, 24016. Tel: 540-345-5111; Fax: 540-985-6661; Web: www.

OurLadyoftheValley.com. Mary Lynn Yengst, L.N.H.A., Admin. Assisted Living Beds 98; Skilled Nursing Facility Beds 70; Staff 136.

SUFFOLK. Bon Secours-Maryview Nursing Care, 4776 Bridge Rd., Suffolk, 23436. Tel: 757-686-0488; Fax: 757-686-8211. Dianna L. Jarrett, Admin.
Martha W. Davis Cancer Center.
Maryview Employee Assistance Program.
Maryview MedCare Centers (Urgent Care).
Maryview Wellspring Home Health Agency.
Maryview Hospice Program. Bed Capacity 120

VIRGINIA BEACH. Marian Manor (1988) 5345 Marian Ln., Virginia Beach, 23462. Tel: 757-456-5018; Fax: 757-497-7661; Email: karen@marian-manor.com; Web: www.marian-manor.com. Karen Land, Exec. Dir. Tot Asst. Annually 186; Total Staff 100; IAL Beds 18; Assisted Living Beds 109.

Our Lady of Perpetual Help Health Center, Inc., 4560 Princess Anne Rd., Virginia Beach, 23462-7905. Tel: 757-495-4211; Fax: 757-495-7366; Email: tanderson@ourladyperpetualhelp.com; Web: www.OurLadyPerpetualHelp.com. Theresa Anderson, L.N.H.A., Admin. Bed Capacity 123; Tot Asst. Annually 123; Total Staff 160.

Russell House, 900 First Colonial Rd.; Virginia Beach, 23464. Tel: 757-481-0770; Fax: 757-496-0859; Email: russellhouse@druckerandfalk.com. Connie Cooke, Property Mgr. Residents 126; Total Staff 6; Units 119.

[H] SPECIALIZED SERVICES

RICHMOND. Commonwealth Catholic Charities (1923) 1601 Rolling Hills Dr., 23229-5011. Tel: 804-285-5900; Fax: 804-285-9130; Email: agoney@cccva.org; Web: www.cccva.org. Ms. Joanne D. Natrass, M.H.A., B.S.N., R.N., Exec. Dir.

Satellite Offices:
 918 Harris St., Ste. 1G, Charlottesville, 22903. Tel: 434-974-6880; Fax: 434-296-6002.
 541 Luck Ave. S.W., Ste. 118, Roanoke, 24016-5055. Tel: 540-342-0411; Fax: 540-342-3307.
 507 Park Ave., S.W., Norton, 24273. Tel: 276-679-1195; Fax: 276-679-2719.
 820 Campbell Ave., S.W., Roanoke, 24016-3536. Tel: 540-342-7561; Fax: 540-344-7513.
 836 Campbell Ave., S.W., Roanoke, 24016-3536. Tel: 540-342-7561; Fax: 540-344-7513.
St. Francis House, 820 Campbell Ave., S.W., Roanoke, 24016-3536. Tel: 540-342-7561, Ext. 319; Fax: 540-344-7513.
 12284 Warwick Blvd., Ste. 1-A, Newport News, 23606-3865. Tel: 757-247-3600; Fax: 757-247-1070.
 827 Commerce St., Petersburg, 23803. Tel: 804-733-6207; Fax: 804-733-0099.
 511 W. Grace St., 23220-4911. Tel: 804-648-4177; Fax: 804-648-4931. Total Staff 152; Total Assisted 66,630

VIRGINIA BEACH. Catholic Charities of Eastern Virginia, Inc., 5361-A Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-456-2366; Fax: 757-456-2367; Email: help@cccva.org; Web: www.cccva.org. Mr. Christopher R. Tan, CEO.

Branch Offices:
 4855 Princess Anne Rd., Virginia Beach, 23462. Tel: 757-467-7707; Fax: 757-496-3206.
 1301 Colonial Ave., Norfolk, 23517. Tel: 757-533-5217; Fax: 757-533-9562.
 3804 Poplar Hill Rd., Ste. A, Chesapeake, 23321. Tel: 757-484-0703; Fax: 757-484-1096.
 12829 Jefferson Ave., Ste. 101, Newport News, 23608. Tel: 757-876-0060; Fax: 757-877-7883.

Other Offices:
Catholic Charities Outreach Center, 5361-A Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-490-4931; Fax: 757-456-2367.

[I] MONASTERIES AND RESIDENCES OF PRIESTS AND BROTHERS

RICHMOND. Mary Mother of the Church Abbey, 12829 River Rd., 23238-7206. Tel: 804-784-3508; Fax: 804-784-2214; Email: abbeyinfo@richmondmonks.org; Web: www.richmondmonks.org. Rt. Revs. Placid Solari, O.S.B., Admin.; Benedict R. McDermott, O.S.B., (Retired); Bro. Ambrose Okema, O.S.B.; Revs. Gregory Gresko, O.S.B.; Adrian W. Harmenting, O.S.B.; Bros. David Owen, O.S.B.; Jeffrey Williams, O.S.B.; Robert Nguyen, O.S.B.; Rev. John Mary Lugenma, O.S.B., Prior; Bro. Vincent McDermott, O.S.B. Benedictine Monks. Brothers 5; Priests 4.

[J] CONVENTS AND RESIDENCES FOR SISTERS

RICHMOND. Benedictine Sisters of Virginia, Saint Gertrude Convent, 6926 Monument Avenue, 23226. Tel: 804-814-2793; Email: rkatpers@gmail.com; Web: osbv.org. Sr. Kathleen L. Persson, O.S.B., L.C.S.W. Sisters 2.

Comboni Missionary Sisters, Delegation House, 1307 Lakeside Ave., 23228-4710. Tel: 804-268-2975; Tel: 804-262-8827; Fax: 804-264-2906; Email:

emsuasapro@verizon.net; Web: www.comboniano.com. Sr. Mary Bernadette Hilmer, C.M.S., Supr. Sisters 15.

BARHAMSVILLE. Bethlehem Monastery of the Poor Clare Nuns, 6500 Holly Fork Rd., Barhamsville, 23011. Tel: 757-566-1684; Fax: 757-566-1697; Email: mtatfrancis@gmail.com; Web: www.poor-clares.org. Mother Mary Therese, P.G.C., Abbess. Observing the Primitive Rule of St. Clara, Constitutions of the Poor Clare Federation of Mary Immaculate (strictly cloistered, solemn vows). Novices 3; Sisters 25; Solemnly Professed 16; Junior Professed 2.

CROZET. Our Lady of the Angels Monastery (1987) Cistercian Nuns of the Strict Observance in Virginia, Inc., 3365 Monastery Dr., Crozet, 22932. Tel: 434-823-1452; Fax: 434-823-6379; Email: sisters@olamonastery.org; Web: www.olamonastery.org. Mother Kathy Ullrich, O.C.S.O., Prioress. Professed 13; Sisters 12.

NEWPORT NEWS. Bernardine Sisters of the Third Order of St. Francis, 6A Ridgewood Pkwy., Newport News, 23602-4484. Tel: 757-886-6391; Fax: 757-886-6751; Web: www.bfranciscan.org. Sr. Bernard Marie Magill, O.S.F., M.S., N.A.C.C., M.A., Team Leader, Bernardine Franciscans in Newport News, VA. Sisters 5.

NORFOLK. Sisters Servants of the Immaculate Heart of Mary (1845) Tel: 757-769-7009; Tel: 757-588-6171; Fax: 757-587-6580; Email: piusihmv@aol.com; Web: www.ihnimmaculata.org.

St. Pius X Convent, 7813 Halprin Dr., Norfolk, 23518. Tel: 757-769-7009 (Home); Tel: 757-588-6171 (School); Fax: 757-587-6580; Email: piusihmv@aol.com (Home). Sr. Linda Taber, I.H.M., Supr. Sisters 5.

PORTSMOUTH. Sisters of Bon Secours (1824) 412 West Rd., Portsmouth, 23707. Tel: 757-397-3869; Email: rita_thomas@bshat.com. Sr. Rita Thomas, M.S.N., Pres.

ROCKVILLE. Monastery of the Visitation Monte Maria, 12221 Bienvenue Rd., Rockville, 23146-1820. Tel: 804-749-4885; Email: info@visitationmontemaria.com; Web: www.visitationmontemaria.com. Mother Mary Paula Zemleniowski, V.H.M., Supr. Novices 2; Visitation Sisters 9.

VIRGINIA BEACH. Franciscan Sisters of St. Joseph, 6112 Level Green Ct., Virginia Beach, 23464-4511. Tel: 757-420-1431; Email: mbogavor@yahoo.com.

Sisters Servants of I.H.M., St. Gregory the Great, 5349 Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-497-7517; Fax: 757-497-7005; Email: smaryihm@stgregory.pvt.k12.va.us; Email: stgregihms@aol.com Convent; Sr. Mary Catherine Chapman, I.H.M., Ed.D., Supr./Prin.

WILLIAMSBURG. Sisters of Mercy, Walsingham Academy, 1100 Jamestown Rd., P.O. Box 8702, Williamsburg, 23187-8702. Tel: 757-229-2642 (Lower School); Tel: 757-229-6028 (Upper School); Tel: 757-220-8735 (Convent); Fax: 757-259-1401; Web: www.walsingham.org. Sisters Mary Jeanne Oesterle, R.S.M., Pres.; Rose Morris, R.S.M., Volunteer. Sisters 2.

[K] RETREAT HOUSES

ABINGDON. Jubilee House Retreat Center, 822 E. Main St., Abingdon, 24210-4415. Tel: 276-619-0919; Fax: 276-619-0919; Email: info@jubileeretreat.org; Web: www.jubileeretreat.org.

MONTPELIER. Shalom House, P.O. Box 196, Montpelier, 23192. Tel: 804-833-6149; Fax: 804-883-5298. Mary E. Alexander, Dir.

ROANOKE. Madonna House, 828 Campbell Ave., S.W., Roanoke, 24016. Tel: 540-343-8463; Email: mhrke79@gmail.com; Web: www.madonnahouse.org. Ms. Marie McLaughlin, Dir.

[L] CAMPUS MINISTRY

RICHMOND. Catholic Campus Ministry, Virginia Commonwealth University, 800 Cathedral Pt., 23220.

ASHLAND. Catholic Campus Ministry, Randolph Macon College, 105 S. Sneed St., Ashland, 23005.

BLACKSBURG. Virginia Tech, Newman Community, 203 Oaty St., Blacksburg, 24060. Tel: 540-951-0032.

CHARLOTTESVILLE. Catholic Campus Ministry, University of Virginia, 401 Alderman Rd., Charlottesville, 22903.

FARMVILLE. Catholic Campus Ministry, Hampden-Sydney & Longwood Univ., 114 Midtown Ave., Farmville, 23901.

HARRISONBURG. Catholic Campus Ministry, James Madison University, 1052 S. Main St., Harrisonburg, 22801.

LEXINGTON. Catholic Campus Ministry, Washington & Lee Univ. & VMI, P.O. Box 725, Lexington, 24450.

LYNCHBURG. Catholic Campus Ministry, Lynchburg College, 710 Clay St., Lynchburg, 24504.

NEWPORT NEWS. Catholic Campus Ministry, Christopher Newport University, 100 Harperaville Rd., Newport News, 23601.

NORFOLK. *Catholic Campus Ministry, Norfolk State University*, 1000 Holt St., Norfolk, 23504.
Catholic Campus Ministry, Old Dominion University, 1306 W. 49th St., Norfolk, 23508. Mrs. Mariasa O'Neil, Dir.; Rev. George Prado, Chap.
NORTON. *Catholic Campus Ministry, University of Virginia at Wise*, 1009 Virginia Ave., N.W., Norton, 24273.
RADFORD. *Catholic Campus Ministry, Radford University*, 1024A Clement St., Radford, 24141.
SALEM. *Catholic Campus Ministry, Roanoke College*, 221 College Ln., Salem, 24153.
WILLIAMSBURG. *Catholic Campus Ministry, College of William & Mary*, 10 Harrison Ave., Williamsburg, 23185.

[M] MISCELLANEOUS

RICHMOND. *The Catholic Community Foundation of the Diocese of Richmond*, 7800 Carousell Ln., 23294. Tel: 804-359-5661; Email: mkeightley@richmonddiocese.org; Web: www.richmondeatholicfoundation.org. Mrs. Keightley Keightley, Exec.
St. Francis Home of Richmond Foundation, Ltd., 65 W. Clopton St., 23225. Tel: 804-231-1043; Fax: 804-231-1065. Bruce M. Slough, Exec. Dir. Provides grants to subsidize cost of care for aged, infirm and disabled residents of limited means.
Shroud of Turin Center, 12829 River Rd., 23238. Tel: 804-977-4820; Email: bryan1106@comcast.net; Email: Shroud_Center@comcast.net. Bryan Walsh, Dir. Provides educational services and conducts historical research into the Shroud of Turin.
CHARLOTTESVILLE. *Saint Anselm Institute for Catholic Thought* (2001) P.O. Box 6432, Charlottesville, 22906-6432. Tel: 434-924-6993; Fax: 434-924-3389; Email: info@stanselmstitute.org; Web: www.stanselmstitute.org. Charles A. Kromkowski.
ROANOKE. *Catholic Historical Museum of the Roanoke Valley* (Museum & Religious Goods) 501A Marshall Ave., S.W., Roanoke, 24016-3627. Tel: 540-556-7240; Tel: 540-397-4028; Email: chmrv1@gmail.com; Web: https://www.facebook.com/pg/Catholic-Historical-Museum-of-the-Roanoke-Valley-1494399960650995/community/?ref=page_internal. Karl Kleinhenz, Pres.; Cheri Hughes, Exec. Dir.
VIRGINIA BEACH. *Catholic Charities of Eastern Virginia Foundation*, 5361-A Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-456-2366; Fax: 757-456-2367; Web: www.cceva.org. Christopher Tan, CEO.

**Missioners of Christ*, 5880 Oak Terrace Dr., Virginia Beach, 23464.
San Lorenzo Spiritual Center, P.O. Box 64458, Virginia Beach, 23467-4458. Tel: 757-471-8949; Fax: 757-471-3114.

RELIGIOUS INSTITUTES OF MEN REPRESENTED IN THE DIOCESE

For further details refer to the corresponding bracketed number in the Religious Institutes of Men or Women section.

[0200]—*Benedictine Monks (Latrobe, PA)*—O.S.B.
 [1350]—*Brothers of St. Francis Xavier*—C.F.X.
 [0690]—*Jesuits Fathers and Brothers*—S.J.
 [0430]—*Order of Preachers (Dominicans)* (Province of St. Joseph)—O.P.

RELIGIOUS INSTITUTES OF WOMEN REPRESENTED IN THE DIOCESE

[0290]—*Benedictine Sisters of Pontifical Jurisdiction*—O.S.B.
 [1810]—*Bernardina Sisters of the Third Order of St. Francis*—O.S.F.
 [0670]—*Cistercian Nuns of the Strict Observance*—O.C.S.O.

[0890]—*Comboni Missionary Sisters*—C.M.S.
 [0270]—*Congregation of Bon Secours*—C.R.S.
 [1070-09]—*Congregation of St. Catherine of Siena, Racine*—O.P.

[1070-07]—*Congregation of St. Cecilia, Nashville*—O.P.

[1070-13]—*Congregation of the Most Holy Rosary, Adrian*—O.P.

[0760]—*Daughters of Charity of St. Vincent de Paul*—D.C.

[0820]—*Daughters of the Holy Spirit*—D.H.S.
 [0960]—*Daughters of Wisdom*—D.W.
 [1180]—*The Franciscan Sisters*—O.S.F.

[1840]—*Grey Nuns of the Sacred Heart*—G.N.S.H.
 [2675]—*Institute of the Sisters of Mercy of the Americas*—R.S.M.

[2340]—*Little Sisters of the Poor*—L.S.P.
 [2490]—*Medical Mission Sisters*—S.C.M.M.
 [2490]—*Medical Mission Sisters*—M.M.S.
 [2480]—*Medical Missionaries of Mary*—M.M.M.
 [3760]—*Order of St. Clare*—P.C.C.

[3640]—*Our Servants of the Mother of God*—S.M.G.
 [3465]—*Religious of the Sacred Heart of Mary* (Eastern American Prov.)—R.S.H.M.

[2970]—*School Sisters of Notre Dame*—S.S.N.D.
 [1070-03]—*Sinsinawa Dominican Congregation of the Most Holy Rosary*—O.P.

[1]—*Sisters for Christian Community*—S.F.C.C.
 [0600]—*Sisters of Charity of Nazareth*—S.C.N.

[0990]—*Sisters of Divine Providence* (Our Lady of Divine Providence Prov.)—C.D.P.

[2990]—*Sisters of Notre Dame*—S.N.D.

[1530]—*Sisters of St. Francis of the Congregation of Our Lady of Lourdes, Sylvania, Ohio*—O.S.F.

[3840]—*Sisters of St. Joseph of Carondelet*—C.S.J.

[2980]—*Sisters of the Congregation of Notre Dame*—C.N.D.

[1990]—*Sisters of the Holy Names of Jesus and Mary*—S.N.J.M.

[2170]—*Sisters, Servants of the Immaculate Heart of Mary* (Immaculate, PA)—I.H.M.

[4130]—*Ursuline Sisters of the Congregation of Tildonk, Belgium*—O.S.U.

[4190]—*Visitation Nuns*—V.H.M.

DIOCESAN CEMETERIES

RICHMOND. *Holy Cross Cemetery*, 1628 Matthews St., 23222. Tel: 804-321-6936

Mount Calvary, 1400 S. Randolph St., 23220. Tel: 804-356-5271; Fax: 804-355-5277; Email: jim.glass@mountcalvary.com. Mr. Jim Glass, Business Mgr. Total Plots 30,000; Plots Available 5,000

LYNCHBURG. *Holy Cross*, 710 Clay St., Lynchburg, 24504. Tel: 434-846-5245; Fax: 434-846-7022

NORFOLK. *St. Mary's Catholic Cemetery*, 3000 Church St., Norfolk, 23504. Tel: 757-627-2874; Fax: 757-627-0369

PORTSMOUTH. *All Saints Catholic Cemetery* (formerly *St. Paul's Cemetery*), P.O. Box 155, Portsmouth, 23706. Tel: 757-483-6201

ROANOKE. *St. Andrew's Diocesan Cemetery*, 3601 Salem Tpke., N.W., Roanoke, 24017. Tel: 540-595-7173; Fax: 540-342-9180; Email: standrewscemetery@gmail.com

SOUTH PRINCE GEORGE. *Sacred Heart Cemetery Corporation*, 9300 Community Ln., South Prince George, 23805. Tel: 804-732-6385; Email: dhanzlik87@gmail.com. Rev. Christopher Martin Hess, Pres.; Mr. David Hanzlik, Dir.; Mr. Michael Hanzlik, Dir.; Mr. Lewis Hanzlik, Dir.; Mr. Thomas McCormick, Dir. Total Plots 680; Plots Available 94

NECROLOGY

† DiLorenzo, Francis X., Bishop of Richmond, Died Aug. 17, 2017

† Cervantes, Leo, (Retired), Died Nov. 27, 2016

† Kauffmann, James, Died Jun. 19, 2017

† Nott, David L., Died Apr. 16, 2017

† Thuy, Pham Quang, (Retired), Died Oct. 18, 2017

An asterisk (*) denotes an organization that has established tax-exempt status directly with the IRS and is not covered by the USCCB Group Ruling.



Agency Board of Directors Roster 2018

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Michael Metzger
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Elementary School Administrator & Curriculum Developer

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Richmond, VA

Physician/Assistant Clinical Professor
Virginia Commonwealth University

Charles Williams
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Deacon
Cathedral of the Sacred Heart

Joanne D. Natrass
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Executive Director
Commonwealth Catholic Charities

The History of Commonwealth Catholic Charities

Before the founding of this nation, Catholic missionaries and religious orders provided charitable care for sick, widowed, or orphaned settlers. These caregivers were the first Catholic "charities."

By 1900 more than 800 Catholic institutions provided care to needy people, dependent children, prisoners, elders, sick people, and people with disabilities. Significant milestones of organized Catholic charitable works include:

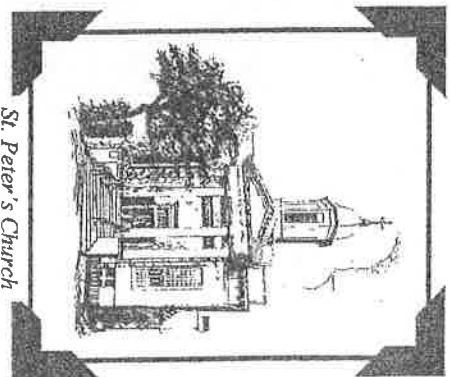
- 1727 Ursuline nuns began caring for orphans
- 1809 Sister Elizabeth Seton opened an orphanage and free school for poor children
- 19th Century Ethnic parishes provided neighborhood services
- 19th Century Religious orders established child care and aging institutions

Virginia has a rich tradition of charity. Charitable activities here in the Commonwealth were in the forefront of efforts throughout the country. By the 1800s, the Diocese of Richmond had many established programs of outreach, especially to the growing immigrant community. By the 1830s, the good people of Richmond had established an orphanage. In 1856, St. Vincent's Hospital began providing medical care to the city's needy.

This tradition of Christian concern for others was reflected in the good works of the many members of the St. Vincent de Paul Society which existed throughout the parishes. These dedicated volunteers worked to provide the necessities of life for poor parishioners. In addition, women in the parishes formed the St Vincent de Paul Auxiliary which provided food baskets for the hungry.

In 1910, a group of Catholic social service providers, motivated by "a need to bring a sense of solidarity," convened the first National Conference of Catholic Charities whose mission in part was to be the "attorney for the poor." *From that moment on, the organization that later would be called Catholic Charities USA was born.*

The initial convening established a network of Catholic Charities bureaus throughout the United States. By 1922, there were 35 bureaus across the nation. On October 22, 1922, Richmond established one of the earliest Bureaus of Catholic Charities in the country. Father Felix Kaup, rector of Sacred Heart Cathedral, led this effort. He was assisted by Father Walter Nott who later served as the agency's executive director. Father John Bowler offered the basement of St. Peter's Church as Catholic Charities first office.



St. Peter's Church

The citizens of Richmond worked tirelessly to fulfill this vision of charity. Catherine Hannah, Catholic Charities' executive secretary, and Mrs. Mary O'Neill labored to run the agency while Mrs. Edith E. Nott, president of the Catholic Women's Club and Marie Leahy, president of the St. Vincent de Paul's Guild at the cathedral, labored to find the financial resources necessary to fund the work of Catholic Charities. They struggled to raise the \$10,000 necessary to support the agency. However, in 1923, the agency was incorporated and achieved some measure of financial stability when it became a charter member of the Richmond Community Chest, forerunner of the present United Way Services.

Meanwhile, the agency's caseload was growing rapidly. By 1924, the agency had outgrown its offices in St. Peter's Church and had moved into the NW Bowe building at 110 North 7th Street. There were two departments: The Family Work Department handled 265 cases in 1925 while the Children's Department handled 156. Services were limited to "needy Catholics" and the agency provided

- (1) general family relief and rehabilitation,
- (2) care for children in foster homes,
- (3) a limited amount of professional case work for children residing at or applying for admission to St. Joseph's Villa and St. Vincent Institute for Boys in Roanoke,
- (4) and case work with Catholic wards of the Juvenile Court of State Board of Public Welfare,
- (5) pregnancy counseling, and
- (6) adoption.

By 1932, the Bureau of Catholic Charities had absorbed all existing diocesan charity organizations and became a part of the diocesan structure. Bishop Andrew W. Brennan served as honorary president, and the diocesan director of Catholic Charities served as executive director. Father Thomas Mitchell was chosen as the executive director.

During the 1930s, Richmond's Catholics celebrated several memorable events. In 1932, Bishop Brennan invited his fellow bishops to Richmond to mark the 25th anniversary of the dedication of the cathedral as well as the dedication of St. Joseph's Villa, a model of institutional care for female orphans. Construction costs topped \$1 million and were covered by a generous bequest by Major John Doolley. The bishops also were invited to tour Rock Castle, a predominantly Black section. Many bishops attended and commented upon the progress of the Church in Virginia. Indeed, Mother Katherine Drexel wrote to congratulate Bishop Brennan, "The triple events of the anniversary of the Cathedral, the dedication of St. Joseph's Villa, and the trip to Rock Castle made a forceful display of Catholic



Father Walter J. Nott



Mrs. Ethel E. Nott

influence in Virginia, and of the work with the poor and African Americans. Richmond maintained its position of prominence in the eyes of the nation's bishops. In October 1938, The National Conference of Catholic Charities held its annual meeting in Richmond. This convention was one of the largest ever hosted by the city at that time.

Catholic Charities in Roanoke and Southwestern Virginia

The Roanoke and Shenandoah valleys can boast of their own charitable "angels." In Staunton, the Daughters of Charity resided at St. Francis of Assisi parish from 1867 to 1882. The sisters busied themselves caring for their needy neighbors. They were instrumental in forming the Staunton Augusta Church Relief Association (SACRA), a collaborative effort that still exists. Today, sixty congregations assist the poor with donations of food, clothing, or assistance paying a utility bill.

By the 1920s, the Ladies of Charity in the Roanoke Valley's membership manual reminded the ladies of their responsibility to visit the poor in their homes. Most members of this organization belonged to either St. Andrew or Our Lady of Nazareth parishes. Local priests referred those who needed assistance to these generous ladies. These resourceful ladies funded coal delivery to those without heat, provided bus and train tickets for stranded travelers, housing and medical services for unwed mothers, and food coupons for the hungry.

World War II and the aftermath brought many newcomers into Virginia. By the 1960s, there was a need for a more formal Catholic Charities presence in southwestern Virginia. In 1967, Monsignor John J. McMahon, the diocesan director of Catholic Charities, oversaw the establishment of Catholic Family & Children's Services of Roanoke Valley and Western Virginia. In the early years, the primary services were to single pregnant women and their babies.

Throughout the 1960s and 1970s, Catholic Family & Children's Services continued primarily as an adoption agency, placing children with families in southwestern Virginia. In 1969, 8 babies were placed for adoption throughout southwestern Virginia. By 1969, agency personnel were conducting nursing home visits and offering a family counseling program. Staff members continued their care of boys



Catholic Charities has 50 care providers and companions who assist the elderly or disabled. Pictured: Care provider Mable Wynn with a Catholic Charities client.

residing at St. Vincent's. In 1971, the agency began offering both domestic and foreign adoption services.

By the 1970s, the agency was a member agency of the United Givers Fund, a member of the Interagency Adoption Council of the Roanoke Valley and enjoyed an excellent reputation for child placement. By the late 1970s, the agency needed additional office space. On October 1978, agency personnel moved into the current offices on Campbell Avenue, the former rectory of Our Lady of Nazareth parish.

In the 1980s, additional caseworkers were added and staff became more actively involved in the community, especially within the statewide human services network. Services were continually expanding to meet the needs of the community.

In 1989, the agency changed its name in order to reflect its close affiliation with the national Catholic Charities movement. It became known as Catholic Charities of Southwestern Virginia, and offered four programs: Adoption Option for pregnancy counseling and domestic adoption services; Intercounty Adoption for the placement of foreign-born children; The Family Place for professional affordable counseling services to individuals, children, and families; and Full Circle Senior Services for elderly and handicapped individuals.

On March 31, 1993, Richmond Bishop Walter Sullivan presided at the dedication of the building expansion for Catholic Charities of Southwest Virginia. The agency offered 5 programs: pregnancy counseling, foster care, domestic and intercountry adoption, counseling and outreach to the elderly.

Catholic Charities in Tidewater

While Richmond remained the hub, the Church established a charitable presence throughout the Commonwealth. In 1932 Bishop Brennan met with Norfolk area pastors and agreed to establish a Norfolk branch of Catholic Charities. Rev. Thomas E. Mitchell served as diocesan director. The office opened on April 17, 1933, and was staffed by a supervisor and receptionist. In March 1946, the agency's name was changed to better reflect the agency's mission -- Catholic Family and Children's Service. In March 1946, the agency was separately incorporated and licensed as a child placing agency in the Commonwealth of Virginia. Over the years, the agency has combined related entities: Catholic Home Bureau of Newport News (1983), Catholic Family Services in Portsmouth (1989) In December 1989, the name was again changed, this time to Catholic Charities of Hampton Roads. Today, Catholic Charities of Hampton Roads, Inc. has five offices in the Tidewater area. Under the direction of Mrs. Margaret H. Robertson, MS, Executive Director, the dedicated staff and volunteers assist over 10,000 families and individuals each year. The agency offers six services: counseling, adoption, older adults, family life education, consumer credit counseling, and numerous support groups.



Catholic Charities began placing Romanian children with American families in 1991. Pictured above are three Romanian siblings adopted by a Charlottesville couple in 1998.

Catholic Charities in Northern Virginia

The post war population boom was most pronounced in northern Virginia as newly hired federal workers established homes in the suburbs nearest Washington. In February of 1947, Bishop Peter Ireton established a branch Catholic Charities in Northern Virginia. The agency maintained offices in Arlington and Alexandria. Services reflected the central mission of Catholic Charities: assistance for unmarried mothers, foster care, adoption services, and outreach to the poor. The agency was separately incorporated in 1959. In 1965, agency personnel began to offer professional counseling for individuals and families. In 1974, the Diocese of Arlington was established and Catholic Charities became a part of the diocesan structure. Today Father Charles McCoart serves as the newly appointed executive director. Catholic Charities of Arlington assists 40,000 people each year and has recently established offices in Fredericksburg, Winchester, and Manassas. The agency's programs include family services, parish outreach, prison ministry, services for the disabled, children's services (including foster care and adoption), a transitional shelter and soup kitchen, elderly services, and emergency assistance.

Catholic Charities in Richmond - Commonwealth Catholic Charities

Throughout these 75 years of Faith at Work, Catholic Charities has modified its programs--and changed its name--to better reflect its mission. In 1962, the Board of Directors voted to change the agency's name to Catholic Family and Children's Services of Richmond. On January 1, 1984, the agency officially became Catholic Charities of Richmond. New services included the Refugee Unaccompanied Minors Program (RUMP) (1981) which placed children from thirteen countries. Foreign adoption services began in the early 1980s. Connections (1985), a foster care program for children with special needs, began in the Roanoke office. In the early 1990s, the agency added case management for people with AIDS. In 1991 the agency gave a permanent "home" to the Community Center for the Deaf and Hard of Hearing (CCDDH), Richmond's most comprehensive program for these residents. In 1993, the HELP Program, made possible via a partnership with area churches, began providing emergency food and financial assistance to the poor. In late 1997,



Catholic Charities provides adoption and foster care for special needs children. Pictured above is the Wats family of Topping, Virginia. The couple adopted baby Joshua (held by his mother above) in 1998 from Catholic Charities.

the agency initiated a debt management program to assist the numerous families and individuals experiencing financial troubles.

On March 28, 1994, Catholic Charities of Richmond acquired its present home at 1512 Willow Lawn Drive. Purchase of the building was made possible by the financial acumen of our beloved Trustee Board President Sam Dibert and other board members. The building not only provides office space for the agency's many programs but it also generates rental income to help provide a permanent home for our programs.

In 1995, Catholic Charities of Southwestern Virginia merged with Catholic Charities Richmond to form Commonwealth Catholic Charities (CCC) and Father David Bergner, SDS, ACSW, became the executive director. CCC and Catholic Charities of Hampton Roads work collaboratively to serve people in need with guidance from Dr. Steven Colecchi, Diocesan Director of Catholic Charities.

Commonwealth Catholic Charities' Mission Today

In 1997, Commonwealth Catholic Charities touched the lives of over 5,000 people in the Commonwealth of Virginia. CCC has a full-time staff of 60, a part-time staff of 60 and over 200 volunteers in five sites across central and southwestern Virginia: Richmond, Roanoke, Petersburg, Radford, and Charlottesville. Three additional offices are slated to open in the near future: Blacksburg, Staunton, and Norton.

The mission of Commonwealth Catholic Charities is to respect diversity, promote human dignity and value families, and to provide quality, compassionate human services to all people, especially the most vulnerable. Services include: counseling and intensive family services, therapeutic and crisis pregnancy counseling, adoption services, home care for the elderly and disabled, family life education and school counseling, case management for people with AIDS/HIV, emergency food and financial assistance, Community Center for the Deaf and Hard of Hearing (Richmond), special needs foster care, services for refugee youth, debt management services. Services are provided to people of all faiths. Payment structures include a subsidized fee scale for those of limited means.

The vision of CCC is to provide an ever-expanding array of innovative human services, especially to the most vulnerable. CCC realizes this vision by working in partnership with other human service agencies and faith communities. By working collaboratively, CCC seeks to become a catalyst for change — change that will strengthen families and, ultimately, our entire community.

Since the agency's inception in 1923, Commonwealth Catholic Charities has provided adoption and pregnancy counseling. There are always children in Virginia waiting to be adopted. Many of these children are minorities or have special needs.



During 1997, CCC established an office in Radford by means of a collaborative effort with Carilion Radford Hospital. In 1998, CCC will open an office in Staunton in collaboration with St. Francis of Assisi parish. The new office in Blacksburg will operate in partnership with the Newman Center at Virginia Tech. Finally, the Norton office, in the center of Appalachian coal country, will operate in collaboration with the faith communities and social service providers of a seven-county region.

Throughout these 75 years of Faith At Work, Commonwealth Catholic Charities has offered not simply a "hand out" but a "hand up." Commonwealth Catholic Charities invites you to join us as we continue to extend a helping hand to our poor and vulnerable neighbors so that they may build better lives for themselves and their families.

This history was compiled from materials provided by Catholic Charities USA; the diocese of Richmond; Father Gerardo Fogarty, University of Virginia; Father John Abe; the Arlington diocese; Catholic Charities of Hampton Roads; and agency files. Our thanks to all who contributed their time and talent.



History of CCC

- **1922:** Members of the St. Vincent de Paul Society initiated the formation of Catholic Charities in Richmond.
- **1923:** Agency was incorporated and became a charter member of the Richmond Community Chest.
- **1963:** Agency incorporated as Catholic Family and Children Services of Richmond, Inc.
- **1967:** Catholic Family and Children Services of Roanoke Valley and Western Virginia was established.
- **1984:** Catholic Family and Children Services of Richmond became Catholic Charities of Richmond.
- **1989:** Catholic Family and Children Services of Roanoke Valley and Western Virginia became Catholic Charities of Southwestern Virginia.
- **1995:** Catholic Charities of Southwestern Virginia merged with Catholic Charities of Richmond to form Commonwealth Catholic Charities.
- **2010:** St. Francis House, Roanoke, became part of Commonwealth Catholic Charities
- **2010:** Refugee and Immigration Services merged with Commonwealth Catholic Charities



Programs and Services

Children's Services

Adoption (Richmond, Roanoke, Norton)

Infants and children from the United States and abroad can be adopted through our program. CCC is a licensed child placing agency, maintaining the highest standards regarding the care of children both domestically and internationally. We are committed to finding loving, permanent homes for all children in our care, regardless of age or special needs.

Families Together (Roanoke)

The Families Together program offers support and reunification services to families who have children who are in an out-of-home placement or are at risk of removal from the home due to abuse or neglect. The services are short term, intensive and family based and the goals are to improve family functioning, ensure the child's safety and increase the well-being of the child and family.

Foster Care (Richmond, Roanoke, Norton)

Foster Care provides homes for children who are experiencing a variety of emotional, behavioral and social problems due to a history of abuse or neglect.

Refugee and Other Unaccompanied Minors (Richmond, Roanoke)

CCC provides foster care to refugee minors – children who have fled their home countries because of war or persecution due to their race, religion or political affiliation. CCC has provided services to refugee children for over 30 years, creating one of the oldest and largest programs serving unaccompanied refugee minors in the United States. Social workers and foster parents provide intensive support to help kids adjust to life in the U.S.

Treatment Foster Care (Richmond, Roanoke, Norton)

Our treatment foster care program serves children from infancy to 21 years of age who require a more therapeutic environment than regular foster care including professional case management, supervision and support. Many of these children have been emotionally traumatized and we provide an environment of emotional safety. We promote permanency in placement giving stability to the families and the children we serve.

Pregnancy Counseling (Richmond, Roanoke, Norton, Charlottesville, Petersburg)

CCC's Pregnancy Counseling program helps pregnant women make healthy decisions for themselves and their babies. Experienced staff understand the challenges women face and support them in the decision making process to parent or plan for adoption. CCC will locate available resources in the community that may be able to assist with medical care and related expenses. We work with both parents, either separately or together, in planning for the baby's needs.

Counseling Services

Individual, Group & Family Counseling (Richmond, Norton, Charlottesville, Petersburg)

CCC offers professional Counseling Services to individuals, children and families who are experiencing emotional difficulties and life transitions. Specialized, ongoing groups for healthy relationships, anger management and peer support are available.

Intensive In-Home (Norton)

Intensive In-home Services are home based counseling, crisis intervention and support services offered to a child or adolescent who is at risk of being moved to an out-of-home placement or being transitioned back to their family from out of home placements. Intensive In-Home Services is based upon the belief that families can, through intervention, learn to nurture their children, improve their functioning and gain support within their community to enable the family to remain safely together.

(Continued on page 2)





(Continued from page 1)

Project Rachel (Richmond, Roanoke, Norton)

Project Rachel communicates hope and healing to families post-abortion and promotes reconciliation.

School Counseling (Richmond)

CCC provides counseling to students and their families when faced with problems and issues that adversely affect the academic and personal potential of a student. Counselors host in-service activities and professional workshops to foster school success and customize services to fit the needs and available resources of the school.

Housing & Support Services

Affordable Housing (Richmond)

CCC partners with experienced developers of Affordable Housing to expand housing opportunities for low income persons living within CCC's service area. These partnerships are opportunities for CCC to gain experience and expertise in affordable housing development as the Agency explores providing physical housing units for its program participants and the communities in which they live.

Case Management for Homeless Individuals (Norfolk)

Provides housing location and case management services for literally homeless residents of the City of Norfolk. Aids individuals in qualifying for housing financial assistance programs offered through the City of Norfolk and other homeless services providers.

Cold Weather Shelter (Richmond)

CCC partners with the City of Richmond to provide a safe space for single adults who are homeless to escape the cold during the winter months. CCC provides staffing and oversight to the City of Richmond's Cold Weather Overflow Shelter and Cold Weather Day Warming site from October 1 through April 15 when temperatures are forecasted to be at or below 40 degrees F including wind chill.

The Dibert & St. Francis House Food Pantries (Richmond, Roanoke)

Serve families who need food, clothing and baby items and are supported by Catholic churches as well as other churches, organizations and individuals. St. Francis House is a registered food pantry with Feeding America Southwest Virginia.

Financial Assistance (Richmond, Roanoke, Petersburg, Norton)

Provides Financial Assistance and short-term planning to people in crisis. In partnership with Catholic parishes, other community resources and individual contributions, Financial Assistance is provided to prevent the loss of housing (rent and mortgage) or the loss of a critical utility.

Financial Education (Richmond, Roanoke, Hampton Roads, Norton, Petersburg)

Many of the people who come to CCC seeking emergency financial assistance lack basic financial literacy skills that can help them avoid crises in the future. Through financial management workshops, CCC teaches budgeting skills, the value of savings and how even households with limited income can plan to avoid a financial crisis. For those households that may need extra help with their personal or household finances, CCC provides one-on-one financial coaching where CCC staff meet monthly with program participants to track expenses, identify problem areas and budget and plan for a stable financial future.

Homeless Prevention/Diversion (Richmond)

Preventing homelessness for a family or an individual is often the best way to ensure stability and long term success. CCC's Homeless Prevention Program is a resource for individuals or families who would become homeless except for assistance from this program. Intake specialists at The Housing Resource Center triage households as they present seeking shelter to determine if homelessness can be prevented; and, if so, CCC uses a housing first approach to ensure that the household doesn't enter a shelter or the homeless services system. The Homeless Prevention program combines long term case management and short term, targeted financial assistance to stabilize a household in permanent housing.



(Continued from page 2)

HOPWA Greater Richmond (Richmond)

Provides a combination of long term or short term housing subsidies and comprehensive case management services to assist low income persons living with HIV or AIDS establish or maintain stability in housing, acquire the resources and supports necessary to maintain housing and access the health and supportive services necessary to thrive in the Greater Richmond Region.

Housing & Financial Counseling (Richmond, Roanoke, Petersburg, Norton)

CCC's Certified Housing Counselors assist community members facing foreclosure and eviction, seeking to purchase a home, resolve credit issues or find more affordable rental housing. Housing Counselors work with individuals and families to review or create workable household budgets and identify steps to build assets and wealth and to achieve their housing goals to improve household financial security.

The Housing Resource Center (Richmond)

The Housing Resource Center is the starting point for anyone who is homeless or at risk of homelessness in the Greater Richmond Region. CCC works with area emergency shelters, homelessness prevention, rapid re-housing, permanent supportive housing providers and other partners to secure shelter for homeless individuals and families. Additionally, CCC provides linkages to additional services like counseling, substance abuse services, mediation and mainstream resources.

Permanent Supportive Housing (Petersburg)

Provides chronically homeless individuals with housing focused case management combined with a housing subsidy to enable long term homeless individuals with disabilities move from the streets, or emergency shelter to permanent housing.

Resettlement Services

Employment Services (Hampton Roads, Richmond, Roanoke)

Employment Services assists refugees to find employment paving their way to self-sufficiency. CCC provides at no cost a variety of orientation services to ease the hiring process and follow-up to enhance employee stability in the workplace.

English Instruction (Hampton Roads, Richmond, Roanoke)

This volunteer-driven English as a Second Language (ESL) program provides refugees with accessible, free English instruction designed to help refugees secure jobs and become self-sufficient within our communities.

Medical Liaison Services (Hampton Roads, Roanoke)

Medical Liaison Services provide health and wellness services to refugees by promoting wellness and ensuring access to health care services that address physical and psychological needs. The program staff serves as a link between refugees and health care providers in developing and coordinating a network of health and mental health providers and offering training to educate/orient providers about refugees and their health care needs.


Refugee Resettlement (Hampton Roads, Richmond, Roanoke)

The Refugee Resettlement program welcomes refugees, empowering people escaping persecution to begin new lives with dignity through early self-sufficiency. CCC helps these newcomers as they transition into our society while also fostering a community climate of acceptance for persons of different cultures.

School Liaison (Hampton Roads, Richmond, Roanoke)

School Liaison Services provide outreach, education and advocacy for refugee children and their families to promote effective integration, education and successful transition to the U.S. Public School system. The program serves as a link between refugee/immigrant parents and schools. In Roanoke this service is also offered to Immigrant populations with the support of local funding.

(Continued on page 4)



(Continued from page 3)

Other

Developmental Disabilities (Hampton Roads, Norton, Richmond, Roanoke, Petersburg, Charlottesville)

CCC's Developmental Disabilities program serves people with developmental delays by providing oversight, coordination and monitoring of the clients' health care. Recipients receive coordination of care services which aim to prevent placement in an intermediate care facility.

Immigration Services (Hampton Roads, Richmond, Roanoke)

Bilingual staff members, who are accredited by the Board of Immigration Appeals, offer immigration advice and assistance in completing immigration forms. Immigration Counselors provide assistance with completion of necessary paperwork and ensure adherence to required procedures assisting people in maintaining and/or securing appropriate legal documents.

Independence for Seniors (Richmond, Roanoke, Petersburg)

A volunteer-led program that provides services for adults 60+ who may be experiencing loneliness. Services help isolated seniors by linking them to needed resources and promoting healthy lifestyles and community interaction. CCC also provides support and assistance to overburdened caregivers and workshops to the general public on advance care planning.

Interpreter Services (Hampton Roads, Richmond, Roanoke)

This program responds to the growing demand for quality foreign language interpreters and translators in the area. With over 47 languages spoken, businesses from all sectors including medical providers, courts, schools and financial institutions can ensure that limited English proficient (LEP) individuals have access to understanding of services. CCC provides competent, tested and trained interpreters and translators increasing the effectiveness of communication.

Public & Private Guardianship (Richmond and Central Virginia)

This program offers services for cognitively impaired adults who need assistance consenting to their personal and financial affairs. We provide ongoing care management and monitoring of care services for individuals and are available by phone 24/7.

J

Relocation Plan

(MANDATORY, if tenants are displaced)

This deal does not require
information behind this tab.

K

Documentation of
Development Location:

This deal does not require
information behind this tab.

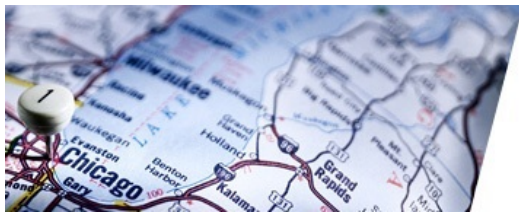
K.1

Revitalization Area
Certification

This deal does not require
information behind this tab.

K.2

Location Map



2018 and 2019 Small DDAs & QCTs

2200 Brady St., Richmond 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

16 Current Zoom Level

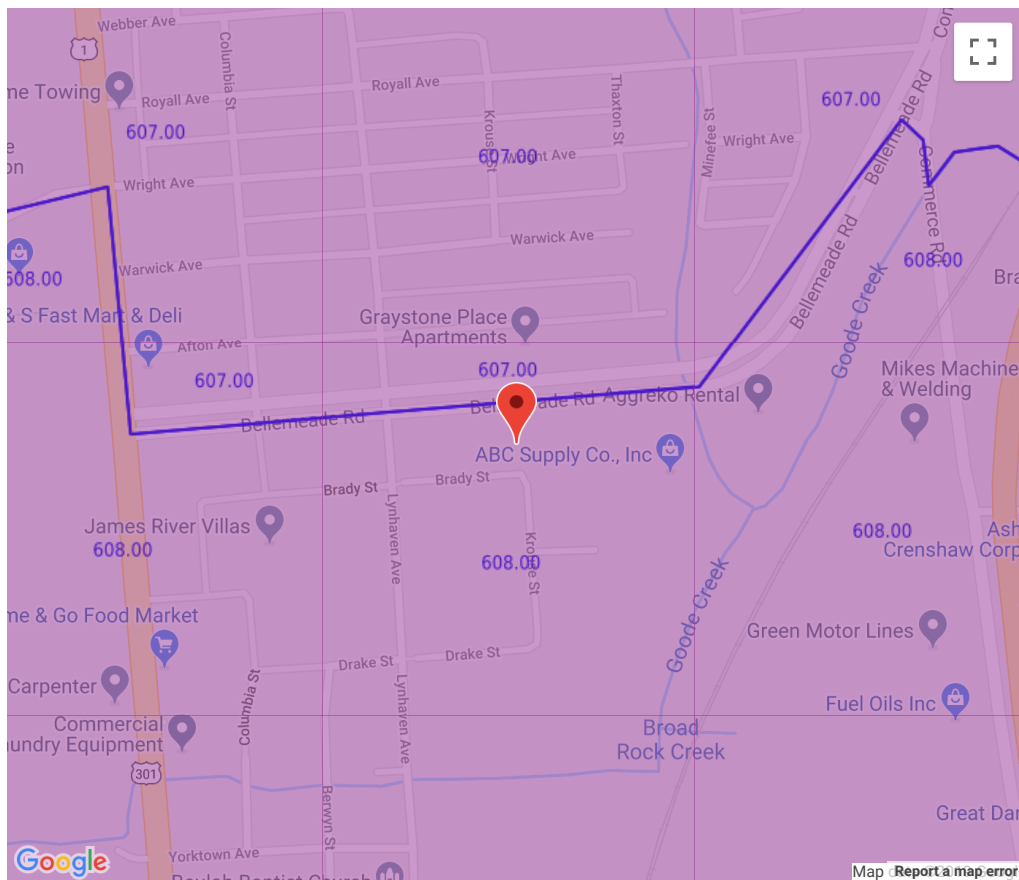
- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

Click here for full screen map

Select Year

- 2019
- 2018

The Heights at Brady Square
2200 Brady Street
Richmond, VA
QCT Area - Shaded Purple
Area



About PD&R

- Delegations of Authority and Order of Succession
- Events
- HUD at 50

Initiatives

- Aging Research and Resources
- Aligning Affordable Rental Housing
- Interagency Physical Inspection Alignment

Research

- Case Studies
- Data Sets
- Periodicals
- Regulatory Barriers Clearinghouse

[HUD Secretary's Awards](#)
[PD&R Careers](#)

[Reports](#)
[The Edge](#)

Reference

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

Resources

[Disaster Recovery PD&R Toolkit](#)
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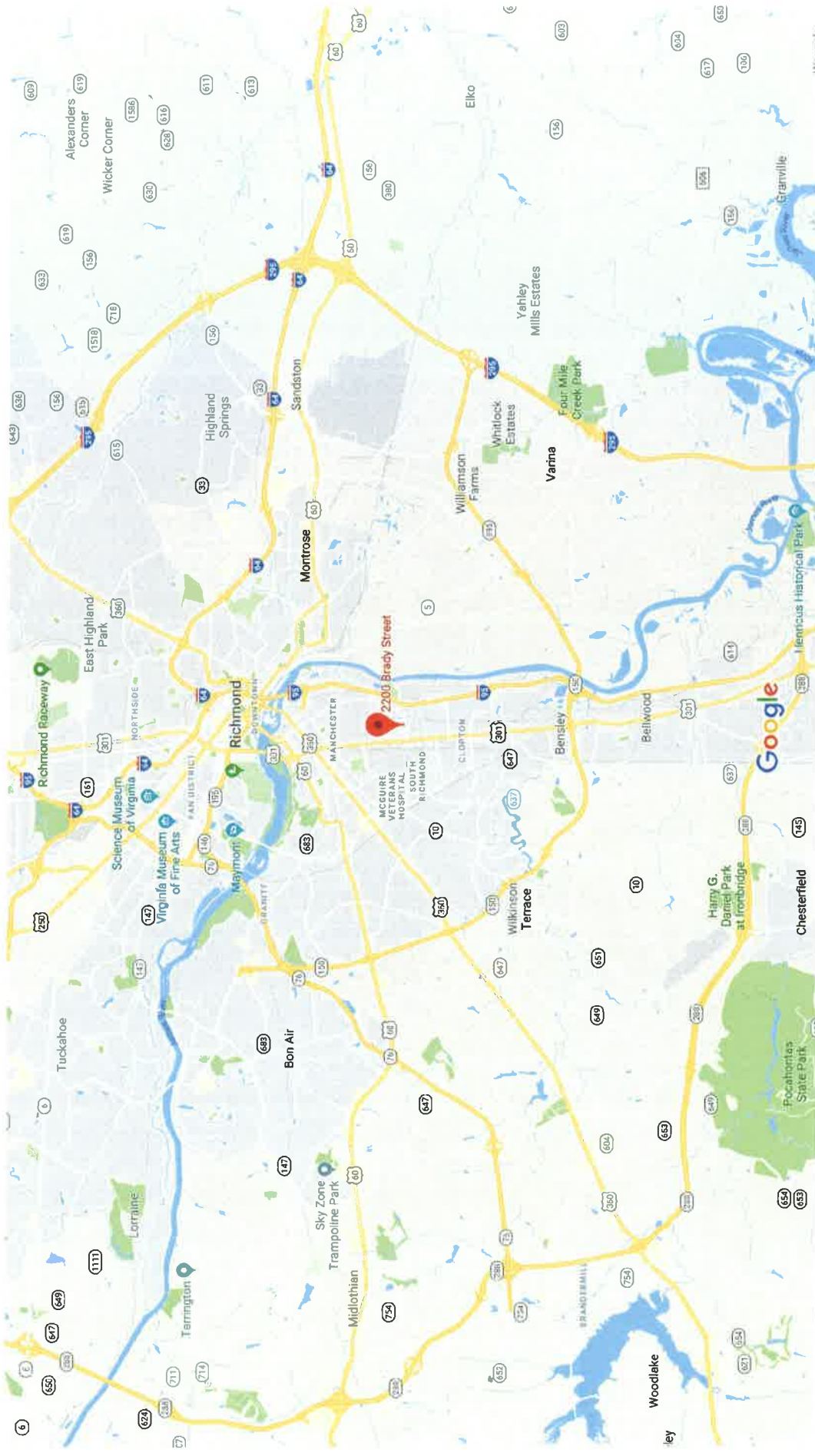
HUD USER

P.O. Box 23268, Washington, DC 20026-3268

Toll Free: 1-800-245-2691 **TDD:** 1-800-927-7589

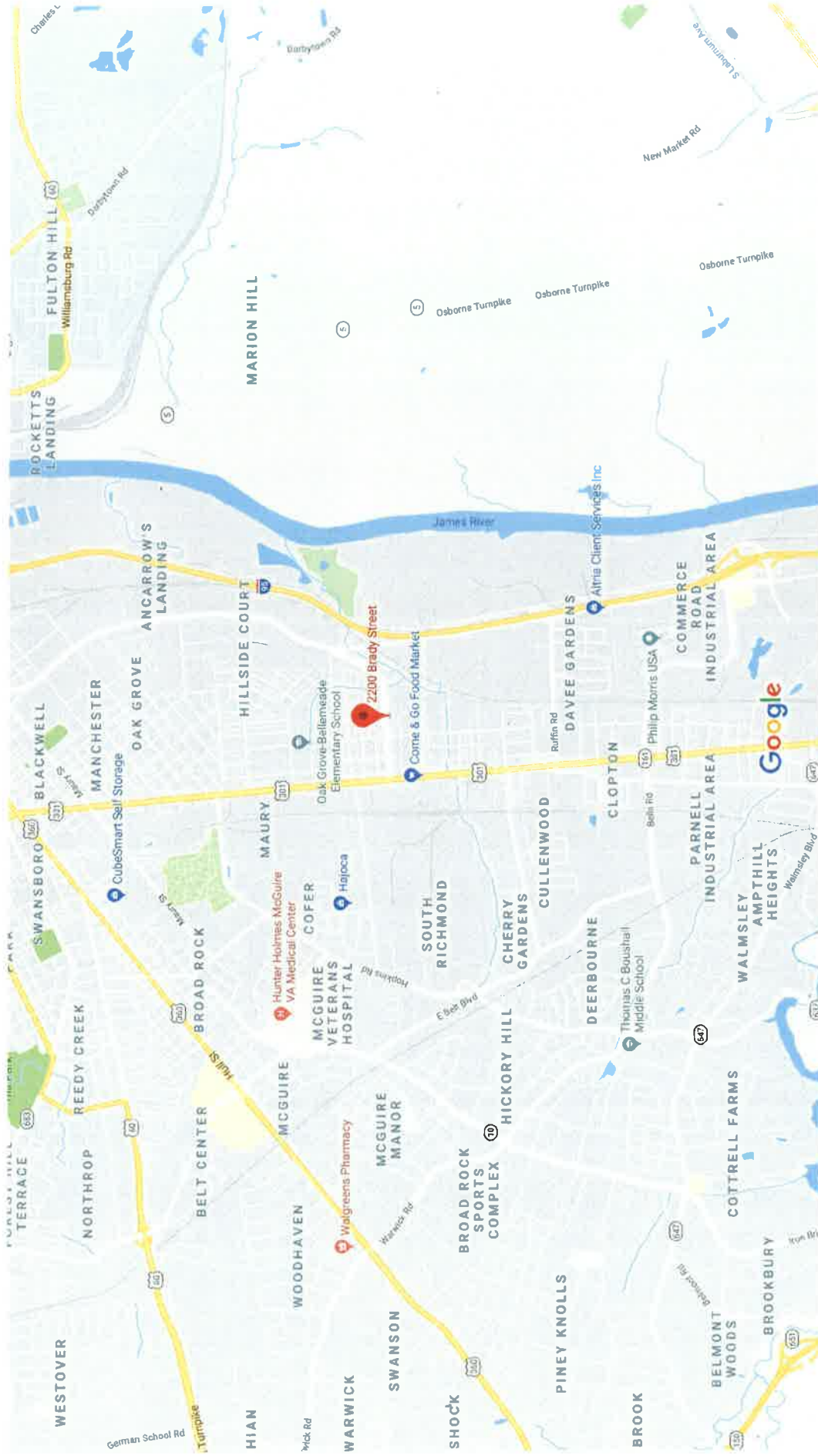
Local: 1-202-708-3178 **Fax:** 1-202-708-9981

Google Maps 2200 Brady St



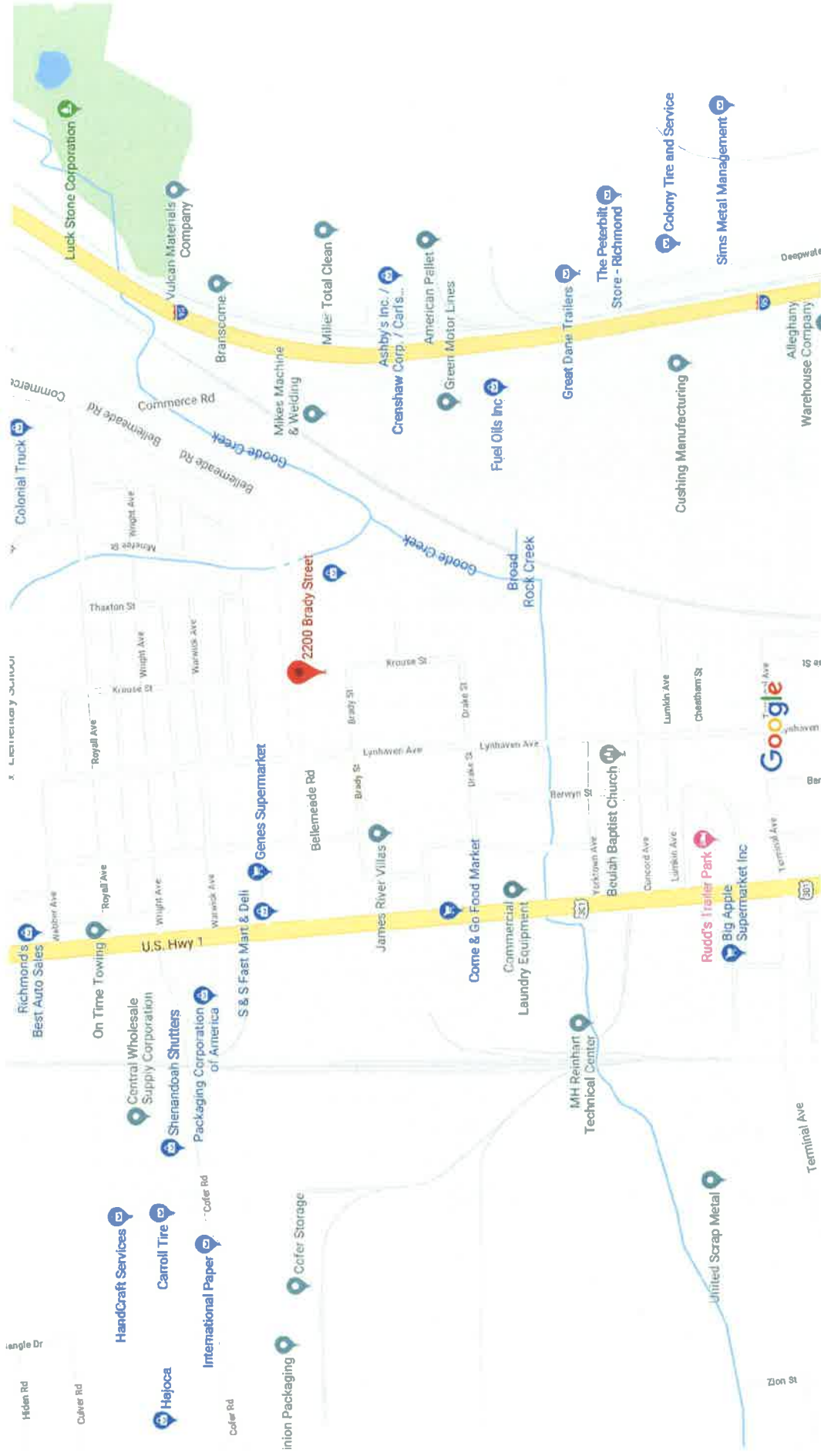
Map data ©2019 Google 2 mi

Google Maps 2200 Brady St

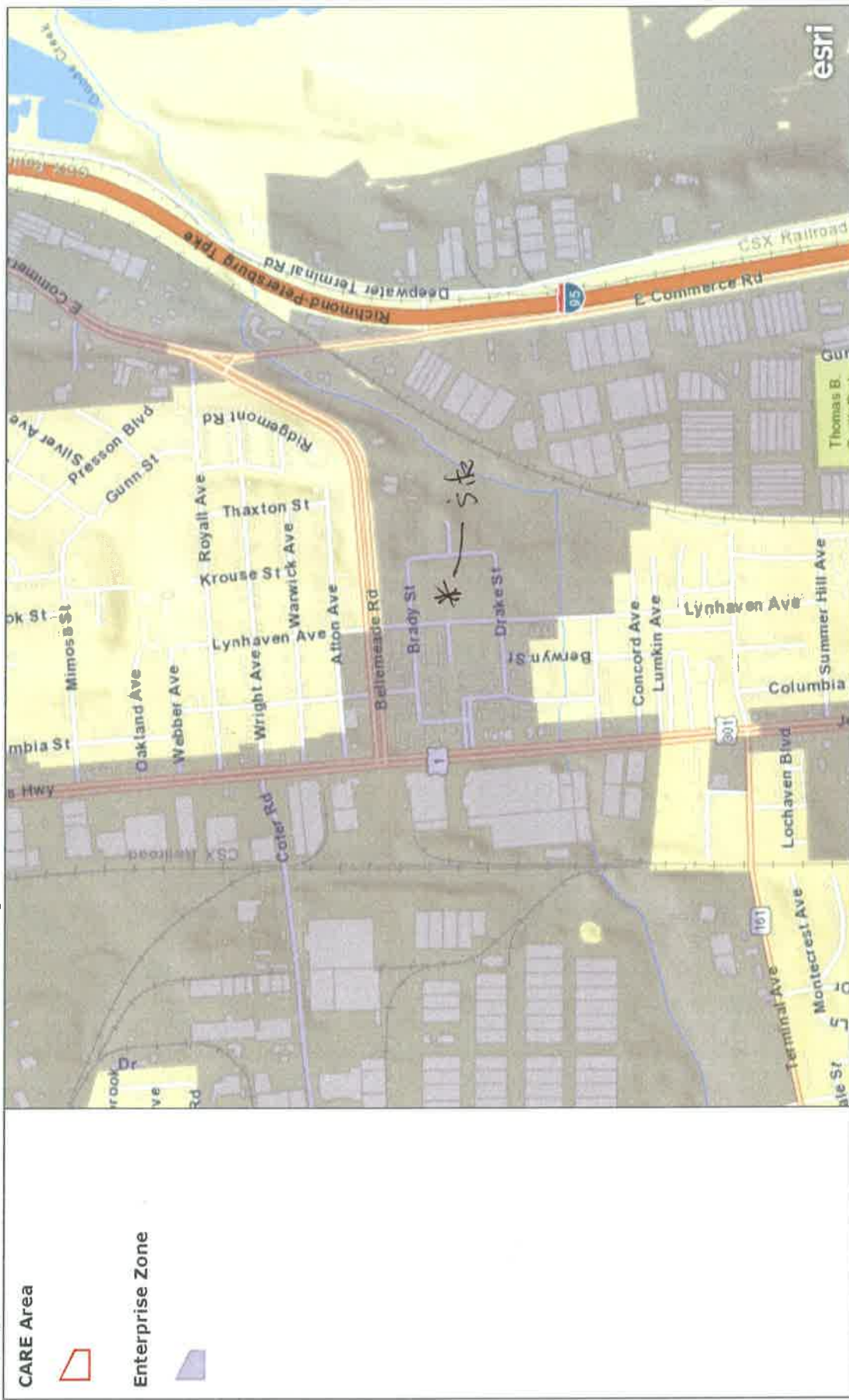


Map data ©2019 Google 2000 ft

Google Maps 2200 Brady St



Enterprise Zones and CARE Areas Map



This map contains Enterprise Zones and CARE Areas geographies for the City of Richmond, VA

County of Henrico, VITA, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

K.3

Surveyor's Certification of
Proximity to Public
Transportation



Surveyor's Certification of Proximity to Transportation

DATE: February 13, 2019

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

RE: 2019 Tax Credit Reservation Request

Name of Development: The Heights at Brady Square

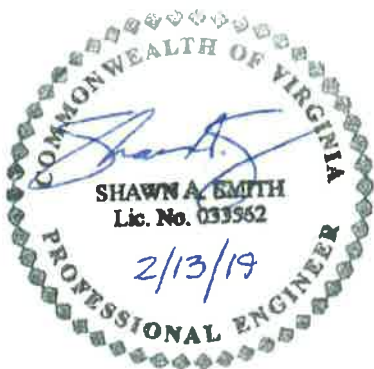
Name of Owner: Richmeade Land LLC

Gentlemen:

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

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

- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.



Timmons Group

Firm Name

By:

Its:

Senior Project Manager

Title

2019

L

PHA/Section 8 Notification
Letter

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ORLANDO Artze
 Richmond Redevelopment +
 Housing Authority
 901 Chamberlayne Parkway
 Richmond, VA 23220



590 9402 4379 8190 6860 38

2. Article Number (Transfer from service label)

7018 1830 0002 0401 1985

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x/ A Thompson

Agent

Addressee

B. Received by (Printed Name)

PG Thompson

C. Date of Delivery

2/19/19

D. Is delivery address different from Item 1?
If YES, enter delivery address below:

Yes

No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING #



9590 9402 4379 8190 6860 38



First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

*Dakota Partners, Inc
 c/o Jim Pags
 1204 Main St.
 Waltham, MA 02451*



PHA or Section 8 Notification Letter

DATE: February 14, 2019

TO: Mr. Orlando Artze, CEO
Richmond Redevelopment and Housing
901 Chamberlayne Pkwy, Richmond VA

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: The Heights at Brady Square
Name of Owner: BR Owner, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from the Virginia Housing Development Authority (VHDA). We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on May 2021 (date).

The following is a brief description of the proposed development:

Development Address:
2200 Brady Street
Richmond VA 23234

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>66</u>	# units	<u>11</u>	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# units	<u> </u>	# Bldgs
<input type="checkbox"/> Rehabilitation:	<u> </u>	# units	<u> </u>	# Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ <u> </u>	/ month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>\$499 - \$755</u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>\$592 - \$899</u>	/ month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>\$676 - \$1,031</u>	/ month
<input type="checkbox"/> 4 Bedroom Units:	\$ <u> </u>	/ month

Other Descriptive Information:

New construction of affordable multi-family apartments totaling 66 units in 11 buildings plus a community building on 11 acres.
The 2 story buildings will be garden style town homes that meet or exceed VHDA green building design guidelines.
The development amenities will include a community building with a leasing office, gym, community space, onsite

PHA or Section 8 Notification Letter

management office and common laundry. Other amenities will include playground, walking trails, gated entrances and beautifully manicured landscaping.

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at
(781) 899-4002. Office: 781-899-4002 Cell: 562-394-2504

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

Sincerely yours,

James Peys

Name

Director of Acquisitions

Title



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

Seen and Acknowledged By: 

Printed Name: Mr. Orlando Artze

Title: Chief Executive Officer

Phone: 804-780-3491

Date: 2/21/19

M

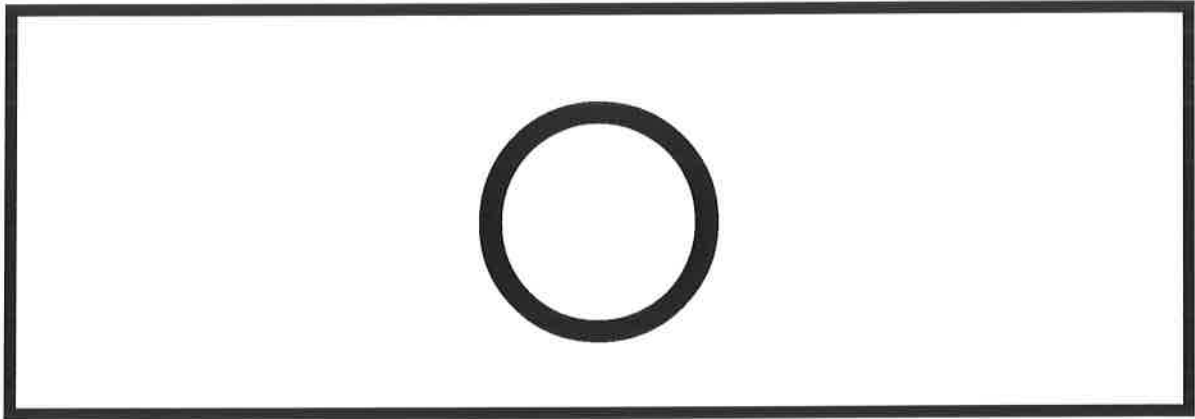
Locality CEO Response
Letter

This deal does not require
information behind this tab.

N

Homeownership Plan

This deal does not require
information behind this tab.



Plan of Development
Certification Letter

This deal does not require
information behind this tab.

P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements

VHDA Experienced LIHTC Developers

Notes:

Updated:

3/7/2019

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

I Listed if documentation supported at least 6 LIHTC developments

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

See LIHTC Manual for instructions on being added to this list

INDIVIDUALS

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

NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

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



Q

Documentation of Rental
Assistance

Board of Commissioners
Robert J. Adams, Chairman

Veronica G. Blount
Marilyn B. Olds
Elliott M. Harrigan
Samuel S. Young, Jr.
Jonathan Coleman
Robley S. Jones
Heidi Abbott
Neil S. Kessler



February 28, 2019

Interim Chief Executive Officer
Orlando C. Artze
901 Chamberlayne Parkway
P.O. Box 26887
Richmond, VA 23261-6887
804-780-4200
Fax 804-780-8712
TTY: Dial 7-1-1
www.rrha.com

Dakota Partners, Inc.
Roberto Arista
1264 Main Street
Waltham, MA 02451
rarista@dakotapartners.net

Dear Roberto Arista:

Thank you for responding to Richmond Redevelopment and Housing Authority's Request for Proposal No. RRHA-RFP-2019-04 for Project Based Vouchers (PBVs) issued on **February 05, 2019**. In response to your proposal, I am pleased to inform you that you have been awarded 7 PBVs for **The Heights at Brady Square** located at **2200 Brady Street, Richmond, VA**. The term of the PBVs will be for 15 years subject to the execution of a HAP contract. This commitment is in effect from March 1, 2019 - September 1, 2021 (30 months) subject to your satisfactory compliance with the terms and conditions stipulated in the aforementioned RFP.

In addition, if you indicated in your response to the aforementioned RFP that your project was applying for Low Income Housing Tax Credits (LIHTCs) through VHDA, then this commitment is contingent upon the receiving an allocation of Low Income Housing Tax Credits no later than December 31, 2019.

Again, congratulations on receiving this commitment. We look forward to working with you.

Sincerely,

Kerry L. James,
Director of Procurement and Contract Administration

cc/ file



February 15, 2019

Mr. Orlando Artze
Chief Executive Officer
Richmond Redevelopment & Housing Authority
901 Chamberlayne Parkway
Richmond, VA 23220

Re: Dakota Partners' VHDA LIHTC Application
VHDA Document: PHA or Section 8 Notification Letter
Project Name: The Heights at Brady Square
Project Address: 2200 Brady Street, Richmond VA

Dear Mr. Artze,

Dakota Partners is preparing a VHDA LIHTC application submission due March 14, 2019 regarding our "The Heights at Brady Square" project located at 2200 Brady Street, Richmond VA. As a part of the VHDA application we are required to forward you their document for signature entitled "PHA or Section 8 Notification Letter" which notifies you and your team that we are submitting this application for affordable housing in the Richmond area. The enclosed notification requests your acknowledgement on page four (first two pages contains VHDA instructions; page three contains general project information; and page four contains a signature block). Please sign where indicated and return mail (envelope provided) one original back to me at:

Dakota Partners, Inc.
c/o: Jim Peys
1264 Main Street
Waltham, MA 02451

I truly appreciate your prompt attention to this VHDA notification. Thank you!!

If you have any questions or issues, please feel free to either email me at jpeys@dakotapartners.net or call me on my cell at 562-394-2504. Thank you again Mr. Artze.

Sincerely,

Jim Peys
Director of Business Development & Acquisitions

A handwritten signature in black ink, appearing to read 'Jim Peys', written over a faint circular stamp.

1264 Main Street, Waltham, MA 02451
(W) 781-899-4002
(C) 562-394-2504

Email: jpeys@dakotapartners.net
www.dakotapartners.net



R

Documentation of
Operating Budget



viridiant

February 15, 2019

Jim Peys
Dakota Partners
1264 Main Street
Waltham, MA 02451
jpeys@dakotapartners.net

RE: Preliminary Utility Allowance for The Heights at Brady Station

Dear Mr. Peys,

Please see the following Preliminary Utility Allowance (UA) for The Heights at Brady Station located in Richmond, Virginia. The electric projections were generated utilizing Dominion Energy rates. Water and sewer projections were generated using City of Richmond rates. The utility rates are current within 90 days of the date of this letter. Below is a table depicting the highest UA by each bedroom type. Should you have any questions do not hesitate to contact me.

EARTH CRAFT PRELIMINARY UA*			ALLOWANCES BY BEDROOM SIZE		
Utilities	Type of Utility	Paid by	1-bdr	2-bdr	3-bdr
Heating	Electric	Tenant	\$14	\$17	\$20
Air Conditioning	Electric	Tenant	\$7	\$8	\$9
Cooking	Electric	Tenant	\$5	\$7	\$8
Lighting	Electric	Tenant	\$22	\$26	\$30
Hot Water	Electric	Tenant	\$13	\$15	\$18
Water	-	Tenant	\$25	\$30	\$35
Sewer	-	Tenant	\$34	\$43	\$51
Trash	-	Owner	-	-	-
Total UA for costs paid by tenant			\$120	\$146	\$171
<i>*Allowances only for application use for The Heights at Brady Station as an EarthCraft project.</i>					

Sincerely,

Rob McRaney
Business Relations Manager, Viridiant

S

Supportive Housing
Certification

This deal does not require
information behind this tab.

T

Funding Documentation

This deal does not require
information behind this tab.

U

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

This deal does not require
information behind this tab.



V

Nonprofit or LHA Purchase
Option or Right of First
Refusal

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Erik T. Hoffman

RIGHT OF FIRST REFUSAL AGREEMENT

This Agreement (“*Agreement*”) is made as of March 3, 2019, by and between BR Owner, LLC, a Virginia limited liability company (“*Company*”), and Commonwealth Catholic Charities, a Virginia nonstock, nonprofit corporation (“*Grantee*”).

RECITALS

- A. The Company was formed for the purpose of directly or indirectly acquiring, owning or leasing, developing, constructing and/or rehabilitating, leasing, managing, operating, and, if appropriate or desirable, selling or otherwise disposing of a residential apartment complex located in Richmond, Virginia (“*Project*”);
- B. DPI, LLC, a Massachusetts limited liability company (“*Manager*”), is the manager of and a member of the Company. The Company is governed by that certain Operating Agreement effective as of February 12, 2019 (as amended, the “*Owner Company Agreement*” and together with the Manager organizational documents, the “*Governing Documents*”); and
- C. The Company desires to give, grant, bargain, sell and convey to Grantee, or such other governmental or qualified Section 501(c)(3) organization as may be designed by the Grantee for the Refusal Right (defined below), certain rights to purchase the Project on the terms and subject to the conditions set forth herein.

Therefore the parties agree as follows:

AGREEMENT

1. Grant of Refusal Right.

- 1.1. Commencing on December 31 of the 15th year of the Compliance Period (as defined in Section 42 of the Internal Revenue Code (the “*Code*”)) and for a period of twelve (12) months thereafter (“*Refusal Right Period*”), if the Company receives an offer to purchase the Project (“*Offer*”) and the Company agrees to accept such Offer pursuant to the Governing Documents, then Grantee will have a right of first refusal to purchase the Project (“*Refusal Right*”) on the terms and conditions, and subject to the conditions precedent specified in this Agreement. Prior to accepting any Offer, the Company will deliver to Grantee a copy of the Offer (“*Offer Notice*”). The Company will not accept any Offer unless and until the Refusal Right has expired without exercise by Grantee.

- 1.2. The foregoing grant of the Refusal Right will be effective only if Grantee is a governmental entity or qualified nonprofit organization, as defined in Section 42(i)(7) of the Code, at the time it receives the Offer Notice and remains such as of (i) the date that the Refusal Right has been exercised and the resulting purchase and sale has closed, or (ii) the date that the Refusal Right has been assigned to a Permitted Assignee (defined below). Any assignment and the corresponding grant of the Refusal Right permitted under Section 4 below will be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee.
 - 1.3. Refusal Right Purchase Price. The purchase price for the Project ("**Purchase Price**") pursuant to the Refusal Right will be the sum of (i) the principal amount of outstanding indebtedness secured by the Project, (ii) all Federal, state and local taxes projected to be imposed on the partners or members of the Company in connection with such sale including federal income tax liability incurred as a result of the payment of purchase price, (iii) all other indebtedness of the Project or Company, including loans and unpaid fees from any of its partners and their members or such partners' or members' affiliates, and (iv) the amount necessary to reimburse the Manager for any special capital contributions made to the Company to repay indebtedness of the Company when taking into account the how the net proceeds are distributed in a capital transaction under the Operating Agreement.
2. Exercise of Refusal Right. The Refusal Right may be exercised by Grantee during the thirty (30) day period following its receipt of the Offer Notice by giving the Company written notice of its intent to exercise the Refusal Right (the "**Exercise Notice**"). The Exercise Notice will specify a date for delivery of the deed for the Project which is no more than sixty (60) days after the Grantee's delivery of the Exercise Notice. Subject to the prior consent of the relevant lenders and the release of any related guaranty or indemnities, Grantee may pay all or a portion of the Purchase Price by assuming the existing indebtedness of the Company.
3. Assignment. Grantee may assign its Refusal Rights to an organization described in Section 42(i)(7)(A) of the Code ("**Permitted Assignee**"), provided that (i) prior to any such assignment, Grantee gives written notice thereof to the Company and the Manager and its members and is consented to by the Manager, and (ii) the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of the obligations under this Agreement and delivers a copy of such agreement to the Company and the Manager. Upon any permitted assignment hereunder, references in this Agreement to Grantee will mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Agreement and so assigned. Except as specifically permitted herein, Grantee's rights hereunder will not be assignable, and any purported assignment will be null and void.
4. Conditions Precedent. Notwithstanding anything in this Agreement to the contrary, the Refusal Right granted hereunder shall be contingent on the Grantee or its affiliates having remained in good standing under the Governing Documents, without the occurrence of any event of material default as

described in the Governing Documents, after giving effect to the curative provisions applicable thereto.

If any or all of such conditions precedent have not been met, the Refusal Right shall not be exercisable. Upon any of the events under the Governing Documents terminating the Refusal Right, the Refusal Right shall be void and of no further force and effect.

5. Miscellaneous. This Agreement will be governed by, construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Virginia. This Agreement may be executed in separate counterparts, each of which when taken together will constitute a single agreement.
6. Covenants to Run with the Land. The covenants and agreements set forth herein will be binding upon and will inure to the benefit of the successors and assigns of the respective parties hereto.
7. Subordination. This Agreement is and shall be automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Property and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.
8. Headings. This Agreement's headings are for convenience of reference and are not intended to qualify the meaning of any provision or covenant herein.
9. Recitals. The Recitals to this Agreement are hereby incorporated by this reference and made part of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

COMPANY:

BR OWNER, LLC,
a Virginia limited liability company

By: BR Managing Member, LLC,
a Virginia limited liability company

Its: Sole Member and Manager

By: DPI, LLC,
a Massachusetts limited liability company

Its: Manager

By: [Signature]

Its: Manager

STATE OF MASSACHUSETTS)
CITY/COUNTY OF MIDDLESEX/WALTHAM)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ROBERTO ARISTA, as the MANAGER of DPI, LLC, the manager of BR Managing Member, LLC, the sole member and manager of BR Owner, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such authorized agent, and with full authority, executed the same voluntarily.

Given under my hand and seal of office this 3rd day of March, 2019.

[Signature]
Notary Public

[NOTARIAL SEAL]



My Commission Expires: 09/27/2024

Exhibit A
Legal Description

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND EAST OF JEFFERSON DAVIS HIGHWAY AND SOUTH OF BELLEMEADE ROAD, IN THE CITY OF RICHMOND, VIRGINIA, AND MORE PARTICULARLY DESCRIBED AS:

PARCEL C:

BEGINNING AT A STONE MONUMENT MARKING THE INTERSECTION OF THE SOUTHERN LINE OF BELLEMEADE ROAD AND EASTERN LINE OF LYNHAVEN AVENUE; THENCE (1) ALONG THE SOUTHERN LINE OF BELLEMEADE AVENUE IN AN EASTWARDLY DIRECTION N 85 DEGREES 16 MINUTES 28 SECONDS E 1050.62 FEET TO AN OLD ROD; THENCE (2) IN A SOUTHWARDLY DIRECTION S 9 DEGREES 44 MINUTES 12 SECONDS W 612.77 FEET TO AN OLD ROD ON THE NORTHERN LINE OF COLBY LANE; THENCE (3) ALONG THE NORTHERN LINE OF COLBY LANE IN A WESTWARDLY DIRECTION S 85 DEGREES 25 MINUTES 30 SECONDS W 318.19 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (4) IN A NORTHWESTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 15.71 FEET TO A STONE MONUMENT ON THE EASTERN LINE OF KROUSE STREET; THENCE (5) ALONG THE EASTERN LINE OF KROUSE STREET IN A NORTHWARDLY DIRECTION N 4 DEGREES 34 MINUTES 30 SECONDS W 301.87 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (6) IN A NORTHWESTWARDLY DIRECTION WHICH IS A CURVED LINE TO THE LEFT WITH A RADIUS OF 60.00 FEET AND A LENGTH OF 94.29 FEET TO A STONE MONUMENT ON THE NORTHERN LINE OF BRADY STREET; THENCE (7) ALONG THE NORTHERN LINE OF BRADY STREET IN A WESTWARDLY DIRECTION S 85 DEGREES 23 MINUTES 20 SECONDS W 499.23 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (8) IN A NORTHWESTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT, WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 16.63 FEET TO A POINT ON THE EASTERN LINE OF LYNHAVEN AVENUE; THENCE (9) ALONG THE EASTERN LINE OF LYNHAVEN AVENUE, IN A NORTHWARDLY DIRECTION, N 5 DEGREES 01 MINUTES 54 SECONDS W 209.51 FEET TO A STONE MONUMENT, THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8.40 ACRES, AS SHOWN ON PLAT OF SURVEY MADE BY CHAS. H. FLEET & ASSOCIATES, ENGINEER & SURVEYORS, DATED NOVEMBER 15, 1985.

PARCEL D:

BEGINNING AT A STONE MONUMENT ON THE SOUTHERN LINE OF BRADY STREET, WHICH POINT, IS 10.07 FEET EAST OF THE INTERSECTION OF SOUTHERN LINE OF BRADY STREET AND THE EASTERN LINE OF LYNHAVEN AVENUE; THENCE (1) ALONG THE SOUTHERN LINE OF BRADY STREET, IN AN EASTWARDLY DIRECTION, N 85 DEGREES 23 MINUTES 21 SECONDS E 498.72 FEET TO A STONE

MONUMENT, A POINT OF CURVE; THENCE (2) IN A SOUTHWESTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 15.71 FEET TO A STONE MONUMENT ON THE WESTERN LINE OF KROUSE STREET; THENCE (3) ALONG THE WESTERN LINE OF KROUSE STREET, IN A SOUTHWARDLY DIRECTION S 4 DEGREES 35 MINUTES 36 SECONDS E 673.85 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (4) IN A SOUTHWESTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 15.71 FEET TO A STONE MONUMENT ON THE NORTHERN LINE OF DRAKE STREET; THENCE (5) ALONG THE NORTHERN LINE OF DRAKE STREET, IN A WESTWARDLY DIRECTION S 85 DEGREES 23 MINUTES 41 SECONDS W 517.20 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (6) IN A NORTHWESTWARDLY DIRECTION WHICH IS A CURVED LINE TO THE RIGHT WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 16.04 FEET TO A POINT ON THE EASTERN LINE OF LYNHAVEN AVENUE; THENCE (7) ALONG THE EASTERN LINE OF LYNHAVEN AVENUE, IN A NORTHWARDLY DIRECTION, N 2 DEGREES 42 MINUTES 49 SECONDS W 583.29 FEET TO A POINT; THENCE (8) CONTINUING IN A NORTHWARDLY DIRECTION ALONG THE EASTERN LINE OF LYNHAVEN AVENUE N 5 DEGREES 01 MINUTES 54 SECONDS W 90.46 FEET TO A POINT OF CURVE; THENCE (9) IN A NORTHEASTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT, WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 15.78 FEET TO A STONE MONUMENT ON THE SOUTHERN LINE OF BRADY STREET, THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8.38 ACRES OF LAND, AS SHOWN ON PLAT OF SURVEY PREPARED BY CHAS. H. FLEET & ASSOCIATES, ENGINEER & SURVEYOR, DATED NOVEMBER 15, 1985, AND REVISED DECEMBER 2, 1985.

PARCEL E:

BEGINNING AT A STONE MONUMENT, WHICH MONUMENT, IS 9.68 FEET EAST OF THE INTERSECTION OF THE SOUTHERN LINE OF DRAKE STREET AND THE EASTERN LINE OF LYNHAVEN AVENUE; THENCE (1) ALONG THE SOUTHERN LINE OF DRAKE STREET, IN AN EASTWARDLY DIRECTION, N 85 DEGREES 23 MINUTES 15 SECONDS W 519.52 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (2) IN A NORTHWESTWARDLY DIRECTION WHICH IS A CURVED LINE TO THE LEFT, WITH A RADIUS OF 60.00 FEET AND A LENGTH OF 94.26 FEET TO A STONE MONUMENT ON THE EASTERN LINE OF KROUSE STREET; THENCE (3) ALONG THE EASTERN LINE OF KROUSE STREET, IN A NORTHWARDLY DIRECTION N 4 DEGREES 37 MINUTES 19 SECONDS W 301.87 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (4) IN A NORTHEASTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT, WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 15.71 FEET TO A POINT ON THE SOUTHERN LINE OF COLBY LANE; THENCE (5) ALONG THE SOUTHERN LINE OF COLBY LANE, IN AN EASTWARDLY DIRECTION, N 85 DEGREES 25 MINUTES 30 SECONDS E 264.08 FEET TO A STONE MONUMENT, A POINT OF CURVE; THENCE (6) IN A SOUTHEASTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT WITH A RADIUS OF 20.00 FEET AND A LENGTH OF

32.32 FEET TO A POINT; THENCE (7) IN A SOUTHWARDLY DIRECTION S 1 DEGREE 58 MINUTES 40 SECONDS E 76.47 FEET TO A POINT; THENCE (8) CONTINUING IN A SOUTHWARDLY DIRECTION S 9 DEGREES 44 MINUTES 12 SECONDS W 492.01 FEET TO A POINT; THENCE (9) IN A WESTWARDLY DIRECTION S 84 DEGREES 53 MINUTES 11 SECONDS W 764.72 FEET TO A STONE MONUMENT ON THE EASTERN LINE OF LYNHAVEN AVENUE; THENCE (10) ALONG THE EASTERN LINE OF LYNHAVEN AVENUE, IN A NORTHWARDLY DIRECTION N 2 DEGREES 42 MINUTES 49 SECONDS W 199.38 FEET TO A POINT, A POINT OF CURVE; THENCE (11) IN A NORTHEASTWARDLY DIRECTION, WHICH IS A CURVED LINE TO THE RIGHT WITH A RADIUS OF 10.00 FEET AND A LENGTH OF 15.38 FEET TO A STONE MONUMENT ON THE SOUTHERN LINE OF DRAKE STREET, THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5.99 ACRES, AS SHOWN ON PLAT OF SURVEY, PREPARED BY CHAS. H. FLEET & ASSOCIATES, ENGINEERS & SURVEYORS, DATED NOVEMBER 15, 1985, AND REVISED DECEMBER 2, 1985.

MEMORANDUM OF UNDERSTANDING

Dakota Partners, Inc., a Massachusetts corporation ("**Dakota Partners**"), and Commonwealth Catholic Charities, a Virginia nonstock, nonprofit corporation ("**CCC**"), hereby enter into this Memorandum of Understanding ("**MOU**") regarding a residential affordable housing project in Richmond, Virginia (the "**Development**"), which shall be owned by BR Owner, LLC, a Virginia limited liability company (the "**Company**").

1) The Company will have at least two members, a managing member ("**Managing Member**") and an investor member ("**Investor Member**"). Dakota Partners or its affiliate will be the 90% member of the Managing Member. CCC or its affiliate will be the 10% member of the Managing Member. Dakota Partners in its sole and absolute discretion will determine the process by which the Investor Member is procured and the identity of the Investor Member.

2) CCC hereby represents and warrants to Dakota Partners that (1) it is a registered, certified 501(c)(3) nonprofit organization in the Commonwealth of Virginia, active in Richmond, Virginia and the surrounding counties, and (2) it has the authority to enter into this MOU. CCC will maintain its status as a 501(c)(3) and nonprofit organization for the duration of the proposed Development's compliance period. CCC represents and covenants that it will not be part of any other tax credit applications in the 2019 Virginia round if when added to the requested tax credit reservation for the Application, defined below, such request aggregate amount of credits for all applications will exceed 15% of the Virginia per capita dollar amount low income housing tax credits. In the event such cap is exceeded, CCC will withdraw from the other applications as necessary to be under that VHDA-imposed Cap.

3) Dakota Partners hereby represents and warrants that it has the authority to enter into this MOU and that it will use commercially reasonable efforts to obtain the rental housing tax credit allocation from the Virginia Housing Development Authority ("**VHDA**").

4) Dakota Partners intends to submit a Tax Credit Application (the "**Application**") to VHDA for the Development. CCC will work with Dakota Partners to provide, secure and execute necessary documentation for submission of the Application to VHDA, including, but not limited to a right of first refusal. Dakota Partners will arrange and pay costs associated with the Application and will be reimbursed at the closing of the low-income housing tax credit transaction (the "**Closing**") for expenses incurred.

5) Within twenty-one (21) calendar days of the Development receiving an allocation of low-income housing tax credits, CCC shall engage a licensed attorney. CCC shall be reimbursed from Closing proceeds for up to \$5,000 of legal and document review expenses related to the Development upon providing reasonable documentation of such expenses.

6) In consideration for services provided, CCC will be entitled to (1) a fee of \$25,000 from the Company, which fee will be paid at Closing, and (2) ten percent of the annual operating cash flow of the Company, after all priority payments are made to the tax credit investor, the developer, any reserves, or the repayment of any partner or guaranty related loans made for Development construction/conversion

deficits or operating deficits.

7) It is anticipated that the Investor Member will require certain guaranties in connection with its admission into the Company. CCC will not be required to provide any such guaranties on behalf of the Company.

8) The parties acknowledge that Dakota Partners or its affiliate is the sponsor and will provide for the guaranties of the Development. Dakota Partners or its affiliate will control all decision making with respect to the Development, particularly any decisions that might affect the guaranties.

9) This MOU sets forth the principal terms that have been agreed upon by the parties concerning the Development. It is anticipated that the parties will enter into an amended and restated operating agreement of the Company, a contribution agreement and other related agreements (the "*Company Documents*") for the construction of the Development, but are executing this MOU now in order to establish the basic terms of the transaction and enable Dakota Partners to deploy resources for the construction while the Company Documents are being negotiated.

10) In the event that issues arise hereafter which are not addressed in this MOU, Dakota Partners and CCC agree to negotiate in good faith in an attempt to resolve such issues.

11) In the event the Application does not win the 2019 VHDA 9% tax credit competition and obtain a reservation and an allocation of tax credits from such competition, then CCC and Dakota Partners agree to execute any termination of the ROFR and that this MOU shall terminate and be of no further force or effect.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding to be executed this 3rd day of March, 2019.

COMMONWEALTH CATHOLIC CHARITIES,
a Virginia nonstock, nonprofit corporation

By: 
Its: Stephen Brown
Chief Executive Officer

DAKOTA PARTNERS, INC.,
a Massachusetts corporation

By: 
Its: Partner



(Reserved)

This deal does not require
information behind this tab.



X

Marketing Plan

For units meeting accessibility requirements of HUD section

504

The Heights at Brady Square Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the "Marketing Plan") has been designed to convey to current and potential residents with disabilities that The Heights at Brady Square. The Heights at Brady Square will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent, Lawson Property Management, will be responsible for the management of The Heights at Brady Square. Lawson Property Management will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, Lawson Property Management will be responsible for the development and management of community and resident services program.

I. Affirmative Marketing:

Lawson Property Management is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. Lawson Property Management, its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Associate Director or the Executive Director of Lawson Property Management.

II. Marketing and Outreach:

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

1. Networking:

Lawson Property Management will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

- **Area Center for Independent Living (804-353-6503)**
- **Virginia Board for People with Disabilities (804-786-0016)**
- **Virginia Department for Aging and Rehabilitative Services (804-662-7000)**
- **Centers for Independent Living**
 - **Disability Resource Center (804-353-6503)**
 - **Access Independence, Inc. (804-353-6503)**

Horizon Behavior Health (804-323-3262)

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth.

- **Unless prohibited by and applicable federal subsidy program.**
- **A “first preference” will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.**
- **Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.**
- **Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status**
- **Target Population units will be confirmed by VHDA.**
- **Elizabeth Seward, Director, Statewide Housing Initiatives, (804) 343-5615, elizabeth.seward@vhda.com**

2. Internet Search

Lawson Property Management Apartments will also be listed on the following websites:

www.virginiahousingsearch.com

www.hud.gov

www.craigslist.org

accessva.org

dbhds.virginia.gov

3. Print Media:

Print media sources will also be identified in the Lynchburg area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

4. Resident Referrals:

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. *Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.* Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

5. Marketing Materials:

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** – A simple, two color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50 - \$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers will be changed to reflect the season or any type of special referral program.

III. Public and Community Relations:

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. Lawson Property Management encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

IV. Tenant Selection and Orientation:

The first contact with the management operations is an important one in attracting qualified residents: therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 4:30 P.M. Applicants will be processed at the Management Office Tuesday, Wednesday and Thursday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will perform housekeeping/home visits, check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

Tenant Selection Criteria:

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance

Application Processing:

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review of housekeeping/home visit, prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the Housing Committee will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has no bad credit *and* no negative rental history *and* no criminal history then the application can be conditionally approved after contacting the prior landlord. In these cases, the application must be reviewed by the Associate Director/ housing committee before final approval.

Note - If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if:
 - There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
 - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
 - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded at applicants' request.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which YOUR Apartments is located. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible for units available on the property.
- Applicants must receive satisfactory referrals from all previous Landlords.
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.

- Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
- Applicants must provide a doctor's statement and/or other proof of any handicap or disability.
- Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
- Applicants must complete the Application for Lease and all verification forms truthfully.
- Applicants must provide all information required by current Federal regulations and policies.
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.
- Held Vacant for 60 Days:**

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 60-point Units and 30-point Units, to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 60-point Unit or a 30-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner or manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit or 30-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.