
2019 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

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

Tax Exempt Bonds

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



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

INSTRUCTIONS FOR THE VIRGINIA 2019 LIHTC APPLICATION FOR RESERVATION

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

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

Applications For 9% Competitive Credits

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

Please Note:

Applicants should submit all application materials in electronic format only.

There should be distinct files which should include the following:

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

IMPORTANT:

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

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

VHDA LIHTC Allocation Staff Contact Information

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

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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) |
| | Tab K: Documentation of Development Location: |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification |
| <input checked="" type="checkbox"/> | K.2 Location Map |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter |
| <input type="checkbox"/> | Tab N: Homeownership Plan |
| <input type="checkbox"/> | Tab O: Plan of Development Certification Letter |
| <input checked="" type="checkbox"/> | Tab P: Developer Experience documentation and Partnership agreements |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances |
| <input type="checkbox"/> | Tab S: Supportive Housing Certification |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation |
| <input type="checkbox"/> | Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input 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: 3/14/2019

1. Development Name: Holley Pointe
2. Address (line 1): 818 County Street
 Address (line 2):
 City: Portsmouth State: VA Zip: 23704
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 Portsmouth 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: 2109.00
7. Development is located in a **Qualified Census Tract**..... FALSE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** FALSE
10. Development is located in a **Revitalization Area designated by resolution** TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....

	3%	10%	12%
	FALSE	TRUE	FALSE

Enter only Numeric Values below:

13. Congressional District: 3
- Planning District: 23
- State Senate District: 18
- State House District: 79

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

The development team is developing Holley Pointe, a multifamily community in Portsmouth, Virginia. The development team has successfully developed and placed in service hundreds of affordable housing properties across a multitude of states and is considered a leader in the affordable housing industry.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/14/2019

16. Local Needs and Support

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

Chief Executive Officer's Name: Dr. Lydia Pettis Patton
 Chief Executive Officer's Title: City Manager Phone: 757-393-8641
 Street Address: 801 Crawford Street 6th Floor
 City: Portsmouth State: VA Zip: 23704

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

- 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: Brian Donahue, Assistant Director of Economic Development; City of Portsmouth

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: Tidewater 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** FALSE

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? FALSE

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

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

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

6. **Extended Use Restriction**

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

Must Select One: 30

Definition of selection:

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

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: Holley Pointe Limited Partnership

Developer Name: Woda Cooper Development, Inc.

Contact: M/M ▶ Mr. First: Gregory MI: Last: Mustric

Address: 500 South Front Street, 10th Floor

City: Columbus St. ▶ OH Zip: 43215

Phone: (614) 396-3200 Ext. Fax:

Email address: gmustric@wodagroup.com

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

Select type of entity: ▶ Limited Partnership Formation State: ▶ OH

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

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

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

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>	
<u>Holley Pointe GP, LLC</u>	<u>(614) 396-3200</u>	<u>Managing Member</u>	<u>0.000%</u>	<i>needs</i>
<u>Woda Cooper General Partner, LLC</u>	<u>(614) 396-3200</u>	<u>Managing Member</u>	<u>0.000%</u>	<i>needs</i>
<u>Woda Cooper Communities, LLC</u>	<u>(614) 396-3200</u>	<u>Managing Member</u>	<u>0.000%</u>	<i>needs</i>
<u>Jeffrey J. Woda (Managing Member)</u>	<u>(614) 396-3200</u>	<u>Managing Member</u>	<u>46.000%</u>	
<u>David Cooper, Jr. (Managing Member)</u>	<u>(614) 396-3200</u>	<u>Managing Member</u>	<u>44.000%</u>	
<u>Bay Aging Brennan Pointe GP, LLC</u>	<u>(804) 758-2386</u>	<u>Nonprofit Member</u>	<u>10.000%</u>	
<u>Bay Aging (non-profit)/Kathy A. Vesley (Exec. Dir.)</u>	<u>(804) 758-2386</u>	<u>Nonprofit Member</u>	<u>0.000%</u>	<i>needs</i>

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

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

C. OWNERSHIP INFORMATION

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

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

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

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

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

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

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

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

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

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

Select Type: Purchase Contract

Expiration Date: 1/10/2020

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..... 1/10/2020 .

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: Portsmouth Redevelopment and Housing Authority

Address: 3116 South Street

City: Portsmouth St.: VA Zip: 23707

Contact Person: Alisa S. Winston Phone: (757) 391-2903

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

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

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

Names	Phone	Type Ownership	% Ownership
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

2019 Low-Income Housing Tax Credit Application For Reservation

E. DEVELOPMENT TEAM INFORMATION

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

- | | | | |
|--------------------------|--|---------------------------|-----------------------|
| 1. Tax Attorney: | <u>Efrem Levy</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Reno & Cavanaugh PLLC</u> | | |
| Address: | <u>455 Massachusetts Ave., NW, Suite 400, Washington, DC 20001</u> | | |
| Email: | <u>elevy@renocavanaugh.com</u> | Phone: | <u>(202) 349-2476</u> |
| 2. Tax Accountant: | <u>Bryan Stickler</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Stemen, Mertens, Stickler CPA's</u> | | |
| Address: | <u>380 S. 5th Street, Columbus, Ohio 43215</u> | | |
| Email: | <u>bstickler@lscpa.com</u> | Phone: | <u>(614) 224-0955</u> |
| 3. Consultant: | <u>Ryne Johnson</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Astoria, LLC</u> | Role: | <u>Consultant</u> |
| Address: | <u>3450 Lady Marian Ct., Midlothian, VA 23113</u> | | |
| Email: | <u>RyneJohnson@AstoriaLLC.com</u> | Phone: | <u>(804) 320-0585</u> |
| 4. Management Entity: | <u>David Cooper, Jr.</u> | This is a Related Entity. | <u>TRUE</u> |
| Firm Name: | <u>Woda Management & Real Estate, LLC</u> | | |
| Address: | <u>500 South Front Street, 10th Floor, Columbus, OH 43215</u> | | |
| Email: | <u>dcooper@wodagroup.com</u> | Phone: | <u>(614) 396-3200</u> |
| 5. Contractor: | <u>David Cooper, Jr.</u> | This is a Related Entity. | <u>TRUE</u> |
| Firm Name: | <u>Woda Construction, Inc.</u> | | |
| Address: | <u>500 South Front Street, 10th Floor, Columbus, OH 43215</u> | | |
| Email: | <u>dcooper@wodagroup.com</u> | Phone: | <u>(614) 396-3200</u> |
| 6. Architect: | <u>Douglas E. Weatherby</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>D.E. Weatherby and Associates, Inc.</u> | | |
| Address: | <u>4716 Knotty Knolls Dr., Gahanna, OH 43230</u> | | |
| Email: | <u>dewapc@insight.rr.com</u> | Phone: | <u>614-471-8168</u> |
| 7. Real Estate Attorney: | <u>Efrem Levy</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Reno & Cavanaugh PLLC</u> | | |
| Address: | <u>455 Massachusetts Ave., NW, Suite 400, Washington, DC 20001</u> | | |
| Email: | <u>elevy@renocavanaugh.com</u> | Phone: | <u>(202) 349-2476</u> |
| 8. Mortgage Banker: | <u>Brian A. Emmons</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Merchants Capital</u> | | |
| Address: | <u>11555 N. Meridian St., Suite 400 Carmel, IN 46032</u> | | |
| Email: | <u>bemmons@merchantsbankofindiana.com</u> | Phone: | <u>(317) 569-7420</u> |
| 9. Other: | <u></u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u></u> | Role: | <u></u> |
| Address: | <u></u> | | |
| Email: | <u></u> | Phone: | <u></u> |

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:

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

Nonprofit meets eligibility requirement for points only, not pool..... 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: Owner

Name: Bay Aging (Please fit NP name within available space)

Contact Person: Kathy E. Vesley

Street Address: 5306 Old Virginia Street, P.O. Box 610

City: Urbanna State: VA Zip: 23175-9903

Phone: (804) 758-2386 Extension: Contact Email: kvesley@bayaging.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: Bay Aging

or indicate true if Local Housing Authority FALSE
Name of Local Housing Authority _____

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

Action: Provide Homeownership Plan (TAB N)

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

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	50	bedrooms	110
Total number of rental units in development	50	bedrooms	110
Number of low-income rental units	50	bedrooms	110
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	50	bedrooms	110
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.....		60,282.17	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		1,627.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		58,655.17	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		100.00%	
i. Exact area of site in acres	1.880		
j. Locality has approved a final site plan or plan of development..... If True , Provide required documentation (TAB O).		FALSE	
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....		FALSE	

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	1099.22	SF	40	40
3BR Garden	1468.65	SF	10	10
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			50	50

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

3. Structures

a. Number of Buildings (containing rental units)..... 1

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

c. Number of stories:..... 4

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

e. Commercial Area Intended Use: N/A

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>FALSE</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). TRUE

If true, # of Elevators. 1

Elevator Type (if known) _____

i. Roof Type ▶ Combination

j. Construction Type ▶ Other

k. Primary Exterior Finish ▶ Combination

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Community room with a minimum of 749 square feet

m. Number of Proposed Parking Spaces..... 69

Parking is shared with another entity TRUE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. TRUE

If **True**, Provide required documentation (**TAB K3**).

H. STRUCTURE AND UNITS INFORMATION

5. Plans and Specifications

a. Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):

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

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

- i. Phase I environmental assessment.
- ii. Physical needs assessment for any rehab only development.

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

6. Market Study Data:

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

Project Wide Capture Rate - LIHTC Units	2.20%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	2.20%
Project Wide Absorption Period (Months)	5.6-7.1

J. ENHANCEMENTS

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

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

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

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

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

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

- 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).
- TRUE 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.
- TRUE r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.
- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

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

- FALSE a. All cooking ranges have front controls.

J. ENHANCEMENTS

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:

TRUE Earthcraft Gold or higher certification

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

FALSE U.S. Green Building Council LEED certification

FALSE Enterprise Green Communities (EGC) Certification

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

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

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

FALSE Zero Energy Ready Home Requirements

FALSE Passive House Standards

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

TRUE a. Architect of record certifies that units will be constructed to meet VHDA's Universal Design standards.

50 b. Number of Rental Units constructed to meet VHDA's Universal Design standards:

100% % of Total Rental Units

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

If not, please explain:

2019 Low-Income Housing Tax Credit Application For Reservation

I. UTILITIES

1. Describe the Heating/AC System: Electric

2. Services Included:

Utilities	Type of Utility (Gas, Electric, Oil, etc.)	Utilities ▶ Paid by:	Enter Allowances by Bedroom Size				
			0-bdr	1-bdr	2-bdr	3-bdr	4-br
Heating	Electric	Tenant	0	0	19	22	0
Air Conditioning	Electric	Tenant	0	0	12	16	0
Cooking	Electric	Tenant	0	0	8	10	0
Lighting	Electric	Tenant	0	0	35	43	0
Hot Water	Electric	Tenant	0	0	16	20	0
Water	Public	Tenant	0	0	39	58	0
Sewer	Public	Tenant	0	0	53	84	0
Trash	Public	Owner	0	0	0	0	0
Total utility allowance for costs paid by tenant			\$0	\$0	\$182	\$253	\$0

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

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

TRUE

- a. Any development in which (i) the greater of 5 units or 10% of units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;
- (ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.
- (iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

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

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

(60 points)

FALSE

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

FALSE

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

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

K. SPECIAL HOUSING NEEDS

2. Special Housing Needs/Leasing Preference:

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

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

Action: Provide Permanent Supportive Housing Certification (Tab S)

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

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

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

3. Leasing Preferences

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

Organization which holds such waiting list: Portsmouth Redevelopment and Housing Authority

Contact person: P.B. Jones-Watford

Title: Housing Choice Voucher Director

Phone Number (757) 624-8629

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: 10
% 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

4. Rental Assistance

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

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

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

FALSE Section 8 New Construction Substantial Rehabilitation

FALSE Section 8 Moderate Rehabilitation

FALSE Section 8 Certificates

TRUE Section 8 Project Based Assistance

FALSE RD 515 Rental Assistance

FALSE Section 8 Vouchers

FALSE State Assistance

FALSE Other: _____

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

FALSE

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

0

d. Number of units receiving assistance:

5

How many years in rental assistance contract?

20.00

Expiration date of contract:

1/1/2041

There is an Option to Renew.....

TRUE

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

L. UNIT DETAILS

1. Set-Aside Election:

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

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

a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
5	10.00%	30% Area Median
5	10.00%	40% Area Median
15	30.00%	50% Area Median
0	0.00%	60% Area Median
10	20.00%	70% Area Median
15	30.00%	80% Area Median
0	0.00%	Market Units
50	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
5	10.00%	30% Area Median
5	10.00%	40% Area Median
15	30.00%	50% Area Median
0	0.00%	60% Area Median
10	20.00%	70% Area Median
15	30.00%	80% Area Median
0	0.00%	Market Units
50	100.00%	Total

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

2. Unit Detail

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	Number of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1							\$0
Mix 2	2 BR - 1.5 Bath	30% AMI	1		792.71	\$320.00	\$320
Mix 3	2 BR - 1.5 Bath	40% AMI	1	1	792.71	\$493.00	\$493
Mix 4	2 BR - 1.5 Bath	30% AMI	3		807.63	\$320.00	\$960
Mix 5	2 BR - 1.5 Bath	40% AMI	3	3	802.88	\$493.00	\$1,479
Mix 6	2 BR - 1.5 Bath	50% AMI	12		792.71	\$650.00	\$7,800
Mix 7	2 BR - 1.5 Bath	70% AMI	8		792.71	\$900.00	\$7,200
Mix 8	2 BR - 1.5 Bath	80% AMI	11		792.71	\$1,000.00	\$11,000
Mix 9	2 BR - 1.5 Bath	80% AMI	1		792.71	\$1,000.00	\$1,000
Mix 10							\$0
Mix 11	3 BR - 2 Bath	30% AMI	1		1043.13	\$330.00	\$330
Mix 12	3 BR - 2 Bath	40% AMI	1	1	1043.13	\$565.00	\$565
Mix 13	3 BR - 2 Bath	50% AMI	3		1043.13	\$715.00	\$2,145
Mix 14	3 BR - 2 Bath	70% AMI	2		1043.13	\$1,050.00	\$2,100
Mix 15	3 BR - 2 Bath	80% AMI	3		1043.13	\$1,135.00	\$3,405
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
Mix 33							\$0
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Mix 83							\$0
Mix 84							\$0

L. UNIT DETAILS

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			50	5	11,582.42	\$8,971	\$38,797

Total Units	50	Net Rentable SF:	TC Units	42,214.97
			MKT Units	0.00
			Total NR SF:	42,214.97

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,500
2. Office Salaries			\$0
3. Office Supplies			\$8,500
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$27,267
<u>6.00%</u> of EGI	<u>\$545.34</u>	Per Unit	
6. Manager Salaries			\$27,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$2,750
9. Auditing			\$4,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$3,750
12. Tax Credit Monitoring Fee			\$1,750
13. Miscellaneous Administrative			\$9,000
Total Administrative			\$85,517

Utilities

14. Fuel Oil			\$0
15. Electricity			\$11,375
16. Water			\$1,875
17. Gas			\$0
18. Sewer			\$3,000
Total Utility			\$16,250

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$3,750
21. Janitor/Cleaning Contract			\$2,600
22. Exterminating			\$3,225
23. Trash Removal			\$5,000
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$2,250
27. Grounds Contract			\$1,750
28. Maintenance/Repairs Payroll			\$27,000
29. Repairs/Material			\$9,300
30. Repairs Contract			\$5,200
31. Elevator Maintenance/Contract			\$5,000
32. Heating/Cooling Repairs & Maintenance			\$2,525
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$500
35. Decorating/Payroll/Contract			\$2,375
36. Decorating Supplies			\$1,525
37. Miscellaneous			\$0
Totals Operating & Maintenance			\$72,000

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$46,000
39. Payroll Taxes	\$5,000
40. Miscellaneous Taxes/Licenses/Permits	\$850
41. Property & Liability Insurance	\$18,750
42. Fidelity Bond	\$0
43. Workman's Compensation	\$250
44. Health Insurance & Employee Benefits	\$750
45. Other Insurance	\$0
Total Taxes & Insurance	\$71,600

Total Operating Expense	\$245,367
--------------------------------	------------------

Total Operating Expenses Per Unit	\$4,907	C. Total Operating Expenses as % of EGI	53.99%
--	---------	--	--------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$15,000
---	-----------------

Total Expenses	\$260,367
-----------------------	------------------

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	Complete	David Cooper, Jr.
b. Site Acquisition	3/13/2019	David Cooper, Jr.
c. Zoning Approval	In Place	David Cooper, Jr.
d. Site Plan Approval	1/1/2020	David Cooper, Jr.
2. Financing		
a. Construction Loan		
i. Loan Application	3/12/2019	David Cooper, Jr.
ii. Conditional Commitment	3/13/2019	David Cooper, Jr.
iii. Firm Commitment	11/1/2019	David Cooper, Jr.
b. Permanent Loan - First Lien		
i. Loan Application	3/12/2019	David Cooper, Jr.
ii. Conditional Commitment	3/13/2019	David Cooper, Jr.
iii. Firm Commitment	11/1/2019	David Cooper, Jr.
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List	3/13/2019	David Cooper, Jr.
ii. Application	3/13/2019	David Cooper, Jr.
iii. Award/Commitment	3/13/2019	David Cooper, Jr.
2. Formation of Owner	11/10/2017	David Cooper, Jr.
3. IRS Approval of Nonprofit Status	1/11/1980	Kathy Vesley
4. Closing and Transfer of Property to Owner	1/10/2020	David Cooper, Jr.
5. Plans and Specifications, Working Drawings	10/1/2019	David Cooper, Jr.
6. Building Permit Issued by Local Government	1/15/2020	David Cooper, Jr.
7. Start Construction	3/1/2020	David Cooper, Jr.
8. Begin Lease-up	11/1/2020	David Cooper, Jr.
9. Complete Construction	1/31/2021	David Cooper, Jr.
10. Complete Lease-Up	3/31/2021	David Cooper, Jr.
11. Credit Placed in Service Date	1/31/2021	David Cooper, Jr.

2019 Low-Income Housing Tax Credit Application For Reservation

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	5,013,568	0	0	5,013,568
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	5,013,568	0	0	5,013,568
f. Earthwork	125,000	0	0	125,000
g. Site Utilities	169,000	0	0	169,000
h. Roads & Walks	345,000	0	0	345,000
i. Site Improvements	66,000	0	0	66,000
j. Lawns & Planting	80,000	0	0	80,000
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	40,000	0	0	40,000
n. Demolition	0	0	0	0
o. Site Work	0	0	0	0
p. Other Site work	0	0	0	0
Total Land Improvements	825,000	0	0	825,000
Total Structure and Land	5,838,568	0	0	5,838,568
q. General Requirements	350,314	0	0	350,314
r. Builder's Overhead (2.0% Contract)	116,770	0	0	116,770
s. Builder's Profit (6.0% Contract)	350,314	0	0	350,314
t. Bonds	0	0	0	0
u. Building Permits	0	0	0	0
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1: _____	0	0	0	0
y. Other 2: _____	0	0	0	0
z. Other 3: _____	0	0	0	0
Contractor Costs	\$6,655,966	\$0	\$0	\$6,655,966

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	14,702	0	0	14,702
b. Architecture/Engineering Design Fee \$7,322 /Unit)	366,078	0	0	366,078
c. Architecture Supervision Fee \$500 /Unit)	25,000	0	0	25,000
d. Tap Fees	110,298	0	0	110,298
e. Environmental	30,000	0	0	30,000
f. Soil Borings	5,000	0	0	5,000
g. EarthCraft/LEED	30,000	0	0	30,000
h. Appraisal	9,000	0	0	9,000
i. Market Study	8,000	0	0	8,000
j. Site Engineering / Survey	148,119	0	0	148,119
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	61,500	0	0	55,350
n. Construction Interest (6.0% for 15 months)	340,143	0	0	306,129
o. Taxes During Construction	5,000	0	0	5,000
p. Insurance During Construction	35,000	0	0	31,500
q. Permanent Loan Fee (2.0%)	43,000	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	8,000	0	0	8,000
u. Accounting	0	0	0	0
v. Title and Recording	40,000	0	0	40,000
w. Legal Fees for Closing	65,000	0	0	65,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	62,950			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	68,000	0	0	68,000
ab. Organization Costs	25,000	0	0	0
ac. Operating Reserve	210,344	0	0	0
ad. Contingency	364,798	0	0	332,798
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
(1) Other* specify: Lender Legal	30,000	0	0	15,000
(2) Other* specify: Marketing	7,500	0	0	0
(3) Other* specify: Lease-Up Reserve	25,000	0	0	0
(4) Other* specify: Cost Segregation Study	5,000	0	0	5,000
(5) Other* specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$2,142,432	\$0	\$0	\$1,677,974
Subtotal 1 + 2 (Owner + Contractor Costs)	\$8,798,398	\$0	\$0	\$8,333,940
3. Developer's Fees	1,121,807	0	0	1,121,807
4. Owner's Acquisition Costs				
Land	300,000			
Existing Improvements	0	0		
Subtotal 4:	\$300,000	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$10,220,205	\$0	\$0	\$9,455,747

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:

\$1,121,808

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

\$204,404 **Meets Limits**
\$165 **Meets Limits**
\$259,224

2019 Low-Income Housing Tax Credit Application For Reservation

P. ELIGIBLE BASIS CALCULATION

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	10,220,205	0	0	9,455,747
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	9,455,747
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	2,836,724
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			0	12,292,471
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	0	12,292,471
7. Applicable Percentage <i>(Beginning with 2016 Allocations, use the standard 9% rate.)</i> <i>(For tax exempt bonds, use the most recently published rates.)</i>		0.00%	0.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$0	\$0	\$1,106,322
		\$1,106,322 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.	Merchants Bank	03/12/19	03/13/19	\$8,200,000	Brian A. Emmons; 317-660-4364
2.					
3.					
Total Construction Funding:				\$8,200,000	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	Merchants Capital	3/12/2019	3/13/2019	\$2,150,000	\$160,325	6.75%	35.00	15.00
2.	Valhalla Mortgage, LLC	3/13/2019	3/13/2019	\$105,000				
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$2,255,000	\$160,325			

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

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

Q. SOURCES OF FUNDS

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.	Valhalla Mortgage, LLC	3/13/2019	\$105,000
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$105,000

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

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

Market-Rate Loans

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

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

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

2019 Low-Income Housing Tax Credit Application For Reservation

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit			
Amount of Federal historic credits	\$0	x Equity \$	\$0.000 = \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000 = \$0
b. Equity that Sponsor will Fund:			
i. Cash Investment	\$0		
ii. Contributed Land/Building	\$0		
iii. Deferred Developer Fee	\$205		(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0		
Equity Total			\$205

2. Equity Gap Calculation

a. Total Development Cost	\$10,220,205
b. Total of Permanent Funding, Grants and Equity	- \$2,255,205
c. Equity Gap	\$7,965,000
d. Developer Equity	- \$796
e. Equity gap to be funded with low-income tax credit proceeds	\$7,964,204

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	Bank of America Merrill Lynch		
Contact Person:	Miles Cary III	Phone:	(410) 547-4063
Street Address:	100 South Charles Street, 3rd Floor		
City:	Baltimore	State:	MD
		Zip:	21201
b. Syndication Equity			
i. Anticipated Annual Credits	\$885,000.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.900		
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%		
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0		
v. Net credit amount anticipated by user of credits	\$884,912		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$7,964,204		
c. Syndication:	Private		
d. Investors:	Corporate		

4. Net Syndication Amount

Which will be used to pay for Total Development Costs	\$7,964,204
---	-------------

5. Net Equity Factor

Must be equal to or greater than 85%	90.0000056503%
--------------------------------------	----------------

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>\$10,220,205</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$2,255,205</u>
3. Equals Equity Gap		<u>\$7,965,000</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>90.0000056503%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$8,849,999</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$885,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,106,322</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$885,000</u>
Credit per LI Units	<u>\$17,700.0000</u>	
Credit per LI Bedroom	<u>\$8,045.4545</u>	
	Combined 30% & 70% PV Credit Requested	\$885,000

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units		\$38,797
Plus Other Income Source (list):	Rental Assistance, Tenant Charges, Laundry	\$1,924
Equals Total Monthly Income:		\$40,721
Twelve Months		x12
Equals Annual Gross Potential Income		\$488,652
Less Vacancy Allowance	7.0%	\$34,206
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$454,446

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

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

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

3. Cash Flow (First Year)

a.	Annual EGI Low-Income Units	\$454,446
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$454,446
d.	Total Expenses	\$260,367
e.	Net Operating Income	\$194,079
f.	Total Annual Debt Service	\$160,325
g.	Cash Flow Available for Distribution	\$33,754

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	454,446	463,535	472,806	482,262	491,907
Less Oper. Expenses	260,367	268,178	276,223	284,510	293,045
Net Income	194,079	195,357	196,583	197,752	198,862
Less Debt Service	160,325	160,325	160,325	160,325	160,325
Cash Flow	33,754	35,032	36,258	37,427	38,537
Debt Coverage Ratio	1.21	1.22	1.23	1.23	1.24

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	501,746	511,780	522,016	532,456	543,105
Less Oper. Expenses	301,837	310,892	320,219	329,825	339,720
Net Income	199,909	200,889	201,797	202,631	203,386
Less Debt Service	160,325	160,325	160,325	160,325	160,325
Cash Flow	39,584	40,564	41,472	42,306	43,061
Debt Coverage Ratio	1.25	1.25	1.26	1.26	1.27

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	553,968	565,047	576,348	587,875	599,632
Less Oper. Expenses	349,911	360,409	371,221	382,358	393,828
Net Income	204,056	204,638	205,127	205,517	205,804
Less Debt Service	160,325	160,325	160,325	160,325	160,325
Cash Flow	43,731	44,313	44,802	45,192	45,479
Debt Coverage Ratio	1.27	1.28	1.28	1.28	1.28

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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.		50	0	818 County Street		Portsmouth	VA	23704	\$0	01/31/21	3.27%	\$0	\$0	01/31/21	3.27%	\$0	\$12,292,471	01/31/21	9.00%	\$1,106,322
2.									\$0			\$0				\$0				\$0
3.									\$0			\$0				\$0				\$0
4.									\$0			\$0				\$0				\$0
5.									\$0			\$0				\$0				\$0
6.									\$0			\$0				\$0				\$0
7.									\$0			\$0				\$0				\$0
8.									\$0			\$0				\$0				\$0
9.									\$0			\$0				\$0				\$0
10.									\$0			\$0				\$0				\$0
11.									\$0			\$0				\$0				\$0
12.									\$0			\$0				\$0				\$0
13.									\$0			\$0				\$0				\$0
14.									\$0			\$0				\$0				\$0
15.									\$0			\$0				\$0				\$0
16.									\$0			\$0				\$0				\$0
17.									\$0			\$0				\$0				\$0
18.									\$0			\$0				\$0				\$0
19.									\$0			\$0				\$0				\$0
20.									\$0			\$0				\$0				\$0
21.									\$0			\$0				\$0				\$0
22.									\$0			\$0				\$0				\$0
23.									\$0			\$0				\$0				\$0
24.									\$0			\$0				\$0				\$0
25.									\$0			\$0				\$0				\$0
26.									\$0			\$0				\$0				\$0
27.									\$0			\$0				\$0				\$0
28.									\$0			\$0				\$0				\$0
29.									\$0			\$0				\$0				\$0
30.									\$0			\$0				\$0				\$0
31.									\$0			\$0				\$0				\$0
32.									\$0			\$0				\$0				\$0
33.									\$0			\$0				\$0				\$0
34.									\$0			\$0				\$0				\$0
35.									\$0			\$0				\$0				\$0
		50	0																	
				Totals from all buildings				\$0				\$0				\$12,292,471				\$1,106,322

Credit Amount should equal Gap Calculation Request.

Number of BINS: 1

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.

2019 Low-Income Housing Tax Credit Application For Reservation

V. STATEMENT OF OWNER

10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or 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: Holley Pointe Limited Partnership

By: 
Its: Managing Member of the Managing Member of the
(Title)

W.

LIHTC SELF SCORE SHEET

Self Scoring Process

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

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

MANDATORY ITEMS:

	Included		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	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			15.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	4.50
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	1.03%	Up to 40	2.05
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	10%	0, 20, 25 or 30	25.00
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	0.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
Total:			61.55

2019 Low-Income Housing Tax Credit Application For Reservation

3. DEVELOPMENT CHARACTERISTICS:

a. Amenities (See calculations below)			68.00
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)	Y20	0, 10 or 20	20.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet VHDA's Universal Design standards	100%	Up to 15	15.00
h. Developments with less than 100 units	Y	up to 20	20.00
i. Historic Structure	N	0 or 5	0.00
Total:			<u>193.00</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$75,000	\$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	20.00%	Up to 15	15.00
c. Units with rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)	10.00%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	20.00%	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>100.00</u>

5. SPONSOR CHARACTERISTICS:

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

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	40.23
b. Cost per unit		Up to 100	25.52
Total:			<u>65.75</u>

7. BONUS POINTS:

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

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

TOTAL SCORE: 545.30

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 materials	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	2.00
s. New Construction: Balcony or patio	4	0.00
		<u>68.00</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>68.00</u>

X. Development Summary

Summary Information

2019 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Holley Pointe

Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$885,000
Allocation Type: New Construction **Jurisdiction:** Portsmouth City
Total Units: 50 **Population Target:** General
Total LI Units: 50
Project Gross Sq Ft: 60,282.17 **Owner Contact:** Gregory Mustric
Green Certified? TRUE

Total Score
545.30

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$2,255,000	\$45,100	\$37	\$160,325

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$5,838,568	\$116,771	\$97	57.13%
General Req/Overhead/Profit	\$817,398	\$16,348	\$14	8.00%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$2,142,432	\$42,849	\$36	20.96%
Acquisition	\$300,000	\$6,000	\$5	2.94%
Developer Fee	\$1,121,807	\$22,436	\$19	10.98%
Total Uses	\$10,220,205	\$204,404		

Total Development Costs	
Total Improvements	\$8,798,398
Land Acquisition	\$300,000
Developer Fee	\$1,121,807
Total Development Costs	\$10,220,205

Income	
Gross Potential Income - LI Units	\$488,652
Gross Potential Income - Mkt Units	\$0
Subtotal	\$488,652
Less Vacancy %	7.00%
Effective Gross Income	\$454,446

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$85,517	\$1,710
Utilities	\$16,250	\$325
Operating & Maintenance	\$72,000	\$1,440
Taxes & Insurance	\$71,600	\$1,432
Total Operating Expenses	\$245,367	\$4,907
Replacement Reserves	\$15,000	\$300
Total Expenses	\$260,367	\$5,207

Cash Flow	
EGI	\$454,446
Total Expenses	\$260,367
Net Income	\$194,079
Debt Service	\$160,325
Debt Coverage Ratio (YR1):	1.21

Proposed Cost Limit/Unit: \$204,404
Applicable Cost Limit/Unit: \$259,224
Proposed Cost Limit/Sq Ft: \$165
Applicable Cost Limit/Sq Ft: \$208

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	40
# of 3BR	10
# of 4+ BR	0
Total Units	50

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	5	5
40% AMI	5	5
50% AMI	15	15
60% AMI	0	0
>60% AMI	25	25
Market	0	0

Income Averaging? TRUE

Extended Use Restriction? 30

2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$163.66** Credits/SF = **15.08815** Const \$/unit = **\$133,119.3200**

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
500
1

500
1

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	0.00	1,099.22	1,468.65	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	40	10	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	248,160	291,588	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	248,160	291,588	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	248,160	291,588	0	0	0	0
PROJECT COST PER UNIT	0	0	179,899	240,361	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	21,330	25,063	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	21,330	25,063	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	21,330	25,063	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	16,585	22,159	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	22.01	3.51	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	35.59	4.63	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **25.52**

TOTAL CREDIT PER UNIT POINTS **40.23**

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	0	248,160	291,588	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	248,160	291,588	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	21,330	25,063	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	21,330	25,063	0	0	0	0

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

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	0	248,160	291,588	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	248,160	291,588	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	0	21,330	25,063	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	21,330	25,063	0	0	0	0

2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$163.66** Credits/SF = **15.08815** Const \$/unit = **\$133,119.32**

TYPE OF PROJECT
LOCATION
TYPE OF CONSTRUCTION

GENERAL = 11000; ELDERLY = 12000
Inner-NVA=100; Outer-NV=200; NWN=300; Rich=400; Tid=500; Balance=600
N C=1; ADPT=2; REHAB(35,000+)=3; REHAB*(10,000-35,000)=4

11000
500
1

500
1

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	0.00	1,099.22	1,468.65	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	40	10	0	0	0	0
PARAMETER-(COSTS>=35,000)	0	0	248,160	291,588	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS>=50,000)	0	0	248,160	291,588	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	248,160	291,588	0	0	0	0
PROJECT COST PER UNIT	0	0	179,899	240,361	0	0	0	0
PARAMETER-(CREDITS>=35,000)	0	0	21,330	25,063	0	0	0	0
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PARAMETER-(CREDITS>=50,000)	0	0	21,330	25,063	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	21,330	25,063	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	16,585	22,159	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	22.01	3.51	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	35.59	4.63	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **25.52**

TOTAL CREDIT PER UNIT POINTS **40.23**

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	0	248,160	291,588	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	248,160	291,588	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	21,330	25,063	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	21,330	25,063	0	0	0	0

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

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	0	248,160	291,588	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	248,160	291,588	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	0	21,330	25,063	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	21,330	25,063	0	0	0	0

A

Partnership or Operating Agreement

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

Holley Pointe Limited Partnership

(the “Partnership”)

Amended and Restated Limited Partnership Agreement

General Partner: Holley Pointe GP, LLC
500 South Front Street, 10th Floor
Columbus, OH 43215

Limited Partner: Woda Investor Member, LLC
500 South Front Street, 10th Floor
Columbus, OH 43215

Holley Pointe Limited Partnership

(an Ohio Limited Partnership)

Amended and Restated Limited Partnership Agreement

March 12, 2019

This Amended and Restated Limited Partnership Agreement (this “**Partnership Agreement**”) is entered into as of the date first set forth above by and among **Holley Pointe GP, LLC**, an Ohio limited liability company (the “**General Partner**”) and **Woda Investor Member, LLC**, an Ohio limited liability company (the “**Limited Partner**,” and collectively with the General Partner, the “**Partners**”).

STATEMENT OF AGREEMENT

The parties to this Partnership Agreement, each in consideration of the acts, capital contributions, and promises of the others, agree as follows:

1. **Formation of the Partnership.** The Partnership was formed as of November 10, 2017 by the filing of the Partnership’s certificate of limited partnership with the Ohio Secretary of State. The Partnership was registered in the Commonwealth of Virginia as of November 28, 2017 by the filing of the Partnership’s certificate of registration with the Commonwealth of Virginia State Corporation Commission. The Partners entered in an original limited partnership agreement dated November 10, 2017 (the “Original Partnership Agreement”).
2. **Name of the Partnership.** The name of the Partnership shall be “Holley Pointe Limited Partnership.”
3. **Character and Purpose of the Business.** The general character and purpose of the business of the Partnership shall be: (a) to acquire, construct, own, finance, lease, maintain, and operate a housing development; (b) to eventually sell or otherwise dispose of the housing development; (c) to rehabilitate the housing development; and (d) to engage in all other activities incidental or related thereto.
4. **Principal Place of Business.** The address of the principal place of business of the Partnership shall be 500 South Front Street, 10th Floor, Columbus, OH 43215, or such other address as may from time to time be selected by the General Partner.
5. **Agent for Service of Process.** Christopher LaGrand shall be the Partnership’s agent for service of process (the “**Agent**”). The Agent’s address shall be 500 South Front Street, 10th Floor, Columbus, OH 43215.

6. **Name and Address of the General Partner.** The name and address of the General Partner is as follows:

Holley Pointe GP, LLC
500 South Front Street, 10th Floor
Columbus, OH 43215

7. **Name and Address of the Limited Partner.** The name and address of the Limited Partner is as follows:

Woda Investor Member, LLC
500 South Front Street, 10th Floor
Columbus, OH 43215

8. **Term of Partnership.** The term of the Partnership shall begin as of the date noted above, and the Partnership shall continue in existence until December 31, 2074 or such later date as agreed to by all the Partners, unless it is earlier dissolved and terminated pursuant to the provisions of this Partnership Agreement.

9. **Partner's Capital Contributions.** Each Partner has made or will make a capital contribution to the Partnership in the amount of \$10.00.

10. **Profit and Loss Allocations.** Profit and losses for any fiscal year of the Partnership shall be allocated among the Partners in accordance with the following percentages.

General Partner	1%
Limited Partner	99%
Total	100.00%

11. **Distribution and Cash Flow Allocations.** Distribution and Cash Flow Allocations for any fiscal year of the Partnership shall be allocated among the Partners in accordance with the Profit and Loss Allocations.

12. **Management of the Partnership.** The Partnership shall be managed by the General Partner, who shall exercise control over the affairs of the Partnership. The General Partner shall be under a fiduciary duty to conduct and manage the affairs of the Partnership in a prudent, businesslike, and lawful manner and shall devote such part of its time to the affairs of the Partnership as shall be deemed necessary and appropriate to pursue the business and carry out the purposes of the Partnership as contemplated in this Partnership Agreement. The General Partner shall use commercially reasonable efforts and exercise good faith in all activities related to the business of the Partnership.

13. **Partnership Representative.** For the purposes of Subchapter C of Chapter 63 of the Code, the General Partner shall serve as the “Partnership Representative” of the Partnership and, as such, shall have all rights and obligations given to a Partnership Representative under said Subchapter.
14. **Limitation of Liability.** Except as otherwise required under the Act (relating to a limited partner’s liability under certain circumstances to refund to the Partnership distributions of cash previously made to it as a return of capital), no Limited Partner shall be personally liable for any loss or liability of the Partnership beyond the amount of such Limited Partner’s agreed-upon Capital Contributions.
15. **Books of Account.** The General Partner shall keep proper books of account for the Partnership using the accrual basis of accounting (subject to year-end adjustments). Such books of account shall be kept at the principal office of the Partnership.
16. **Counterparts.** This Partnership Agreement may be executed in several counterparts, all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.
17. **Applicable Law.** This Partnership Agreement and the rights of the Partners hereunder shall be interpreted in accordance with the laws of the State of Ohio.
18. **Successors.** This Partnership Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns.
19. **Severability.** The invalidity or unenforceability of any provision of this Partnership Agreement in a particular respect shall not affect the validity of enforceability of any other provisions of this Partnership Agreement or of the same provision in any other respect.
20. **First Right of Refusal.** Bay Aging, a Virginia nonstock corporation (the “Nonprofit”), which is the sole member of the Bay Aging Brennan Pointe GP, LLC, which is the Nonprofit GP Member of the General Partner (the “Nonprofit GP Member”), has a right of first refusal to the real property known as Lambert Landing pursuant to that certain Right of First Refusal Agreement dated March 12, 2019 by and between the Partnership and the Nonprofit attached hereto as Exhibit A.
21. **Amendment of the Partnership Agreement.** This Partnership Agreement may not be amended in whole or in part except by a written instrument signed by each General Partner and each Limited Partner.

[the remainder of this page was intentionally left blank]

The Partners have executed this Partnership Agreement as of the date first set forth at the beginning hereof.

General Partner:

HOLLEY POINTE GP, LLC,
an Ohio limited liability company

By: Woda Cooper General Partner, LLC,
an Ohio limited liability company,
its Managing Member

By: Woda Cooper Communities, LLC,
an Ohio limited liability company
its Sole Member

By: 
Its: Managing Member

Limited Partner:

WODA INVESTOR MEMBER, LLC,
an Ohio limited liability company

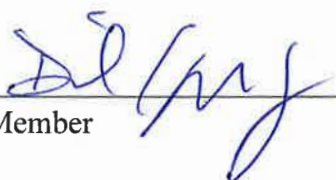
By: 
Its: Member

EXHIBIT A
Right of First Refusal

This Instrument was prepared outside of the Commonwealth of Virginia by:

Efrem Levy, Esq.
Reno & Cavanaugh, PLLC
455 Massachusetts Ave., N.W.
Suite 400
Washington, DC 20001
(202) 783-2800

This Instrument was prepared under the supervision of:

Sarah Molseed, Esq.
Virginia State Bar No. 74149

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL (this "Agreement") is made effective as of March 12, 2019, by and between **Holley Pointe Limited Partnership**, an Ohio limited partnership "Grantor," and **Bay Aging**, a Virginia non-stock corporation and 501(c)(3) organization, "Grantee."

WHEREAS, Holley Pointe GP, LLC, the General Partner of Grantor (the "General Partner"), concurrently with the execution of this Agreement is entering into that certain Limited Partnership Agreement dated as of March 12, 2019, which governs the operations of the Grantor; and

WHEREAS, the Grantor was formed for the purpose of acquiring, owing, or leasing, developing, construction and/or rehabilitating, leasing, managing, operating and, if appropriate or desirable, selling or otherwise disposing of certain real property located at 818 County Street

in Portsmouth, Virginia, as more particularly described on **Exhibit A**, which is attached hereto and made a part hereof (together with all fixtures and personal property comprising such property or associated with the physical operation thereof, the "Property").

WHEREAS, the Company desires to give, grant, bargain, sell and convey to Grantee or Grantee's permitted designee/assignee that is either an agency described in Section 42(i)(7)(A) of the Internal Revenue Code of 1986, as amended (the "Code") or a qualified nonprofit organization defined in Section 42(h)(5)(C) of the Code as may be designated by the Grantee for the Refusal Right (defined below), certain rights to purchase the Property on the terms and subject to the conditions set forth herein.

W I T N E S S E T H :

That for and in consideration of Ten Dollars (\$10.00) by cash in hand paid and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Grantor does hereby grant unto the Grantee the right to purchase the Property upon the following terms and conditions:

1. In the event Grantor determines to sell or receives a bona fide offer (an "Offer") to buy the Property from an unrelated third party that Grantor has, subject to the exercise by Grantee of its right hereunder, determined to accept, Grantee shall have a right of first refusal (the "Refusal Right") to purchase the Property after the close of the fifteen (15) year compliance period for the low-income housing tax credit for the Property (the "Compliance Period"), as determined under Section 42(i)(1) of the Code, on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of the Refusal Right set forth in Section 3. In such case, Grantor shall deliver to Grantee written notice (a "Notice") that it intends to accept the Offer unless Grantee exercises its right to purchase the Property. Such

notice shall contain a complete copy of the Offer. The Grantor shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Section 3 hereof.

2. Upon receipt of the Notice, Grantee shall have the Refusal Right to purchase the Property, provided that Grantee is currently and remains at all times hereafter a qualified nonprofit organization as defined in Section 42(h)(5)(C) of the Code, until (i) the Refusal Right has been exercised and the resulting purchase and sale has been closed or (ii) the Refusal Right has been assigned to a Permitted Assignee described in Section 8 hereof. Any assignment of the Refusal Right permitted under this Agreement and the Refusal Right so assigned shall be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee describe in Section 7 hereof meeting the requirements of Section 42(i)(7)(A) of the Code. Notwithstanding anything in this Agreement to the contrary, the Refusal Right granted hereunder shall be contingent on (i) the Grantor's entering into and recordation of a governmental agency regulatory agreement restricting the use of the Property to low-income use restriction as required by the Virginia Housing Development Authority ("VHDA"), which use restrictions shall not be modified without the prior written consent of the VHDA.

3. Grantee may only exercise such right to purchase the Property by delivering to Grantor written notice of its exercise of such right to Grantee on or before the thirty (30) days after its receipt of the Notice from Grantor. If Grantee properly exercises its right to purchase the Property as provided in the preceding sentence, a contract for the sale and purchase of the Property shall exist between Grantor and Grantee on the price and upon the terms and conditions set forth in the Offer except that the purchase price for the Property shall be the lesser of (i) the

price in the Offer or the proposed sales price, provided such price is not less than the fair market value of the Property subject to all restrictive covenants or other agreements regarding use of the Property as affordable housing, as such fair market value is determined jointly by two independent appraisers, one selected by the Grantor and one selected by Grantee, or if the appraisers are unable to agree or they shall jointly appoint a third appraiser (the cost of which shall be evenly divided between the Grantor and the Grantee and the value determined of the majority of such appraisers shall be final and binding); or (ii) the sum of (a) the principal amount of outstanding indebtedness secured by the Property at the closing of the sale of the Property and any accrued interest on such indebtedness, (b) amounts owed to the for-profit partners of Grantor, the General Partner and their affiliates, and (c) on an after-tax basis, all federal, state and local taxes attributable to such sale incurred by the members, partners and/or shareholders of the for-profit partners of the Grantor (taking into account all applicable deductions and credits attributable to such taxes) assuming each such member/partner/shareholder is a corporation that is not a closely-held corporation, pays taxes at the highest applicable marginal tax rate generally applicable to corporations and is not subject to alternative minimum taxes and including the payment of amounts pursuant to this clause (c). In the event the Refusal Right is exercised in accordance with the terms of this Agreement, the closing shall not occur sooner than the later date of (i) the date which is forty-five (45) days after the date on which Grantee delivers notice to Grantor of Grantee's exercise of its right to purchase the Property or (ii) the date which is one hundred eighty (180) days after the expiration of the Compliance Period.

4. In the event that Grantee, after receipt of a Notice, rejects the Offer contained therein (a "Rejection") by (a) affirmatively declining to exercise its right to purchase the Property, (b) failing to respond within the Acceptance Period, or (c) otherwise failing to properly

exercise its right to purchase the Property, the Grantor may thereafter proceed to sell the Property unencumbered by this Agreement.

5. In the event that, after a Rejection, Grantor enters into a contract for the sale of the Property, Grantee agrees to execute an estoppel letter or other appropriate document by which it confirms that it has been given the appropriate notice and opportunity to purchase the Property as provided in this Agreement and that this Agreement has terminated or shall terminate upon the conveyance of the Property. In the event that Grantor has given the Notice as required by Section 1 above and a Rejection has occurred but Grantor is unable to secure from Grantee any such estoppel letter or other document as above provided, Grantor may execute and record an affidavit and release of this Agreement reciting that Grantor has complied with the terms and provisions of the Refusal Right and that Grantee has either expressly declined to purchase the Property or failed to respond within thirty (30) days after receipt of written notice from Grantor as provided for herein which affidavit and release shall be conclusive as between all parties as to record title of said real estate.

6. Grantee's right of first refusal hereunder shall be operative only with respect to sales or transfers of the Property by Grantor to entities or individuals unrelated to Grantor. Grantor shall be deemed to be related to any entity in which it, directly or indirectly, owns at least fifty percent (50%) of the beneficial ownership interests. Grantee's rights hereunder shall survive any such transfer to a related entity or individual unless Grantor has offered the Property to Grantee by giving Grantee a Notice and Grantee has made a Rejection of such Offer.

7. Grantee may assign all of any of its rights under this Agreement to (a) a qualified nonprofit organization as defined in Section 42(h)(5)(C) of the Code, (b) a government agency described in Section 42(i)(7)(A) of the Code, or (c) a tenant organization (in cooperative form or

otherwise) or resident management corporation of the Property (each a “Permitted Assignee”) that demonstrates its ability and willingness to maintain this Property as a low-income housing property in accordance with any use restrictions applicable to the Property and subject in any event to the conditions precedent of the Refusal Right grant set forth in Section 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice thereof to the Grantor. Upon any permitted assignment hereunder, references to this Agreement to Grantee shall mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under the Agreement and so assigned. No assignment of Grantee’s rights hereunder shall be effective unless and until the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of Grantee’s obligations under this Agreement. Except as specifically permitted herein, Grantee’s rights hereunder shall not be assignable.

8. The terms of this Agreement shall not be amended or modified except by a subsequent writing executed by both parties hereto.

9. Either Grantee or Grantor may record this Agreement, at its own cost and expense.

10. This Agreement may be executed in counterparts, such that two counterparts, one executed by each party, shall be deemed to be a complete document.

11. Any notices required or permitted to be given under this Agreement shall be deemed delivered when (a) personally delivered, (b) delivered by overnight courier or (c) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party as follows:

If to Grantor:

Holley Pointe Limited Partnership
500 South Front Street, 10th Floor
Columbus, OH 43215

If to Grantee:

Bay Aging
5306 Old Virginia St., PO Box 610
Urbanna, VA 23175

Either party to this Agreement may change its address for notice purposes by giving written notice to the other party, except that such change of address notice shall not be deemed to have been given until actually received by the addressee.

12. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

**[BALANCE OF PAGE INTENTIONALLY BLANK –
SIGNATURES APPEAR ON NEXT PAGE]**

WITNESS the following signatures:

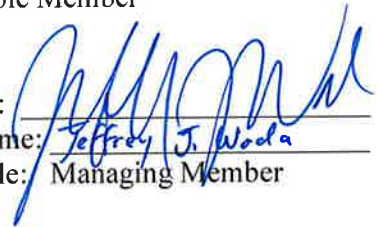
GRANTOR:

HOLLEY POINTE LIMITED PARTNERSHIP,
an Ohio limited partnership

By: Holley Pointe GP, LLC,
an Ohio limited liability company,
its General Partner

By: Woda Cooper General Partner, LLC
an Ohio limited liability company,
its Managing Member

By: Woda Cooper Communities, LLC,
an Ohio limited liability company,
its Sole Member

By: 
Name: Jeffrey J. Woda
Title: Managing Member

STATE OF OHIO)
) ss.:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 14 day of March, 2019, by JEFFREY J. WODA, who is personally known to me or has provided satisfactory identification, as the managing member of Woda Cooper Communities, LLC, the sole member of Woda Cooper General Partner, LLC, the managing member of Holley Pointe GP, LLC, the general partner of Holley Pointe Limited Partnership, an Ohio limited partnership, on behalf of said partnership.



Notary Public
Registration Number: 2016 RE-602785

My Commission expires:
9-6-2021

 JOHANNA S. BECKER
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
09-06-2021
Recorded in
Franklin County

GRANTEE:

Bay Aging,
a Virginia non-stock corporation

By: *Kathy Vesley-Massey*
Name: Kathy Vesley-Massey
Title: President & CEO

STATE OF Virginia)
) ss.:
COUNTY OF Middlesex)

The foregoing instrument was acknowledged before me this 12 day of March, 2019, by Kathy Vesley-Massey, who is personally known to me or has provided satisfactory identification, as President & CEO of Bay Aging.

Stephanie Mary Hutton
Notary Public
Registration Number: 7780473

My Commission Expires:

11/30/2022



EXHIBIT A
Legal Description

Legal Description

Situated and being in the City of Portsmouth, Virginia and being more particularly described as follows:

Disposition Parcel 191 as shown on the "Resubdivision of Disposition Parcel 191, Crawford Urban Renewal Project for Portsmouth Redevelopment and Housing Authority" approved by the City of Portsmouth, Virginia on September 28, 2002 and recorded in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia on September 30, 2002 in Map Book 19, at page 60.

HOLLEY POINTE GP, LLC
(the “Company”)

Amended & Restated Operating Agreement

March 12, 2019

Managing Member:

Woda Cooper General Partner, LLC
500 South Front Street, 10th Floor
Columbus, OH 43215

Nonprofit GP Member:

Bay Aging Brennan Pointe GP, LLC
5306 Old Virginia St., PO Box 610
Urbanna, VA 23175

THE LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS (AND THE UNITS INTO WHICH THEY ARE DIVIDED) ISSUED IN ACCORDANCE WITH AND DESCRIBED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, OR UNDER THE SECURITIES LAWS OF ANY STATE, IN RELIANCE ON EXEMPTIONS UNDER THOSE LAWS, NEITHER THESE UNITS NOR ANY OTHER PORTION OF A MEMBERSHIP INTEREST IN THE COMPANY MAY BE SOLD OR OTHERWISE TRANSFERRED EXCEPT AS PERMITTED UNDER (A) THIS AGREEMENT AND (B) THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES.

HOLLEY POINTE GP, LLC

(An Ohio Limited Liability Company)
Charter No. 2123316

Amended & Restated Operating Agreement

March 12, 2019

This Second Amended & Restated Operating Agreement (this “Operating Agreement”) is entered into as of the date first set forth above by and among **Woda Cooper General Partner, LLC**, an Ohio limited liability company (the “Managing Member”) and **Bay Aging Brennan Pointe GP, LLC**, a Virginia limited liability company (the “Nonprofit GP Member” together with the Managing Member, the “Members”). This Agreement is intended to supersede, restate, and replace the existing Agreement of the Company and any amendments thereto in its entirety.

STATEMENT OF AGREEMENT

The parties to this Operating Agreement, each in consideration of the acts, capital contributions and promises of the others, agree as follows:

1. **Name and Organization.** The name of the Company is Holley Pointe GP, LLC. The Company was formed on July 12, 2012, by the filing of the Company’s Articles of Organization with the Ohio Secretary of State, as amended by the Company’s Certificate of Amendment filed November 6, 2017 (together, the “Articles”). The Members entered in an original operating agreement dated November 6, 2017 (the “Original Operating Agreement”).
2. **Character and Purpose of Business.** The purpose of the Company shall be to engage in any lawful act or activity for which limited liability companies may be formed under the Act, as now in effect or hereafter amended, including but not limited to act as the general partner in a limited partnership and to sign any and all documents on behalf of the such limited partnership and to do all things necessary for such limited partnership to (a) submit an application for an allocation of low income housing tax credits (b) acquire, construct, own, finance, lease, maintain and operate a housing development; (c) to eventually sell or otherwise dispose of the housing development; (d) to rehabilitate the housing development; and (e) to engage in all other activities incidental or related thereto.

The Company, and the Managing Member acting on behalf of the Company, is authorized to execute and submit, on behalf of any partnership for which the Company is a general partner, applications for the reservation of low-income housing tax credits allowed for low-income housing projects pursuant to Section 42 of the Internal Revenue Code.

3. **Principal Place of Business.** The address of the principal place of business of the Company shall be 500 South Front Street, 10th Floor, Columbus, OH 43215, or such other address as may from time to time be selected by the Managing Member.
4. **Agent for Service of Process.** The Agent for Service of Process for the Company shall be Christopher LaGrand, 500 South Front Street, 10th Floor, Columbus, OH 43215.
5. **Name and Address of Managing Member.** The name and address of the Managing Member is as follows:

Woda Cooper General Partner, LLC
500 South Front Street, 10th Floor
Columbus, OH 43215

6. **Name and Address of Nonprofit GP Member.** The name and address of the Nonprofit GP Member is as follows:

Bay Aging Brennan Pointe GP, LLC
5306 Old Virginia St., PO Box 610
Urbanna, VA 23175

7. **Term of Company.** The term of the Company began on the date set forth at the beginning hereof, and the Company shall continue in existence until December 31, 2074 or such later date as is agreed to by all the Members, unless it is earlier dissolved and terminated pursuant to the provisions of this Operating Agreement.
8. **Member's Capital Contributions/Percentage of Interest.** The Managing Member has made or will make a capital contribution to the Company in the amount of \$90.00. The Nonprofit GP Member has made or will make a capital contribution to the Company in the amount of \$10.00.

The initial percentages of Interest (as defined below) of the respective Members as of the date of this Operating Agreement are as follows:

Managing Member	90%
Nonprofit GP Member	10%

“Interest” means the entire ownership interest of a Member in the Company at any particular time, including, without limitation, allocations of profit or loss (or items thereof), distributions, any and all rights to vote and otherwise participate in the Company's affairs, and any benefits to which a Member may be entitled under this Agreement or the Act, together with the obligations of such Member to comply with the provisions of this Agreement and the Act. Reference to a percentage in Interest of the Members means those Members owning, in the

aggregate, such percentage of the Interests held by all Members on the day for such determination.

9. **Profit and Loss Allocations.** Profits and losses for any fiscal year of the Company shall be allocated among the Members in accordance with the each Member's Interest.
10. **Distribution and Cash Flow Allocations.** Distribution and Cash Flow Allocations for any fiscal year of the Company shall be allocated among the Members in accordance with the Profit and Loss Allocations.
11. **Tax Provisions.**

(a) Allocations Required by Treasury Regulations.

(i) (A) Subject to the exceptions set forth in Treas. Reg. §§1.704-2(f)(2)--(5), if there is a net decrease in Minimum Gain during any fiscal year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Minimum Gain, determined in accordance with Treas. Reg. §1.704-2(g)(2). "**Minimum Gain**" shall have the meaning set forth in Treas. Reg. §§1.704-2(b)(2) and 1.704-2(d). This paragraph is intended to comply with the minimum gain chargeback requirement in Treas. Reg. §§1.704-2(b)(2) and (f) and shall be interpreted consistently therewith.

(B) Subject to the exceptions set forth in Treas. Reg. §1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Company fiscal year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain, determined in accordance with Treas. Reg. §1.704-2(i)(3), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain, determined in accordance with Treas. Reg. §1.704-2(i)(5). This paragraph is intended to comply with the minimum gain chargeback requirement in Treas. Reg. §1.704-2(i)(4) and shall be interpreted consistently therewith. "**Member Nonrecourse Debt Minimum Gain**" means an amount, with respect to each Member Nonrecourse Debt, determined in accordance with Treas. Reg. §1.704-2(i). "**Member Nonrecourse Debt**" shall have the meaning set forth in Treas. Reg. §1.704-2(b)(4) for "member nonrecourse debt."

(ii) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treas. Reg. §1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit in that Member's Adjusted Capital Account Balance as quickly as possible. This paragraph is intended to constitute a "qualified income offset" within the meaning of Treas. Reg. §1.704-

1(b)(2)(ii)(d) and shall be interpreted consistently therewith. “**Adjusted Capital Account Balance**” means the balance in the Capital Account of a Member as of the end of the relevant fiscal year of the Company, after giving effect to the following: (a) credit to such Capital Account any amounts the Member is obligated to restore, pursuant to the terms of this Agreement or otherwise, or is deemed obligated to restore pursuant to the penultimate sentences of Treas. Reg. §§1.704-2(g)(1) and 1.704-2(i)(5), and (b) debit to such capital account the items described in Treas. Reg. §§1.704-1(b)(2)(ii)(d)(4), (5) and (6).

(iii) Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Members in accordance with their Percentage Interests. “**Nonrecourse Deductions**” shall have the meaning set forth in Treas. Reg. §1.704-2(b)(1). The amount of Nonrecourse Deductions for a Company fiscal year equals the excess, if any, of the net increase, if any, in the amount of Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Minimum Gain, determined according to the provisions of Treas. Reg. §1.704-2(c). “**Nonrecourse Liability**” shall have the meaning set forth in Treas. Reg. §1.704-2(b)(3).

(iv) Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treas. Reg. §1.704-2(i). “**Member Nonrecourse Deductions**” shall have the meaning set forth in Treas. Reg. §1.704-2(i)(2) for “member nonrecourse deductions.” For any Company taxable year, the amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt equals the net increase during the year, if any, in the amount of Member Nonrecourse Debt Minimum Gain reduced (but not below zero) by proceeds of the liability that are both attributable to the liability and allocable to an increase in the Member Nonrecourse Debt Minimum Gain.

(v) The allocations set forth in this subsection (a) are intended to comply with certain requirements of Treasury Regulations promulgated under Code Section 704. Such allocations shall be taken into account in allocating other Profits, Losses, and items of income, gain, loss, and deduction to each Member so that, to the extent possible, and to the extent permitted by Treasury Regulations, the net amount of such allocations of other Profits, Losses, and other items and such allocations to each Member shall be equal to the net amount that would have been allocated to each Member if such allocations had not been made.

(b) Rules of Application.

(i) Profits and Losses and other items of income, gain, loss and deduction shall be allocated to the Members in accordance with the portion of the year during which the Members have held their respective interests. All items of income, loss and deduction shall be considered to have been earned ratably over the period of the fiscal year of the Company, except that (A) gains and losses arising from the disposition of assets shall be taken into account as of the date thereof, and (B) with the consent of the Managing Member and all affected parties, the preceding items may be allocated by using an “interim closing of the books” method.

(ii) The allocation of Profits and Losses to any Member shall be deemed to be an allocation to that Member of the same proportionate part of each separate item of taxable income, gain, loss, deduction or credit that comprises such Profits and Losses.

(c) Rules Concerning Calculations of Profits and Losses and Code Section 704(c) Tax Allocations.

(i) For purposes of computing Profits and Losses, “**Carrying Value**” shall mean (A) with respect to contributed property, the agreed value of such property reduced (but not below zero) by Depreciation, (B) with respect to property the book value of which is adjusted pursuant to Treas. Reg. §§1.704-1(b)(2)(iv)(d), (e) or (f), the amount determined pursuant to subsections (c)(ii) or (iii), and (C) with respect to any other property, the adjusted basis of such property for federal income tax purposes as of the time of determination.

(ii) Upon the “liquidation” of the Company within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(g), the Carrying Value of the Company property shall be adjusted to its fair market value, as determined by the Managing Member. The Carrying Value of the Company property may be adjusted to its fair market value, as determined by the Managing Member, upon the occurrence of either of the following events:

(A) The acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* capital contribution; or

(B) The distribution by the Company to a Member of more than a *de minimis* amount of property or money in consideration for an interest in the Company

A revaluation of the Company property referred to in the two immediately preceding sentences shall be made in accordance with Treas. Reg. §1.704-1(b)(2)(iv)(f) based on the fair market value of Company properties, as

determined by the Managing Member using such reasonable methods of valuation as he adopts.

(iii) Immediately prior to the distribution of any Company property, the Carrying Value of such distributed property shall be adjusted to its fair market value, as determined by the Managing Member.

(iv) In accordance with Code Section 704(c) and the regulations thereunder, income, gain, loss and deduction with respect to any contributed property shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its agreed value, pursuant to any method permitted by the regulations and chosen by the Managing Member.

(v) In the event the Carrying Value of any Company asset is adjusted as described in paragraph (ii) or (iii) above, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Carrying Value in the same manner as under Code Section 704(c) and the regulations thereunder.

(vi) A transferee of a Membership Interest will succeed to the Capital Account relating to the Membership Interest transferred; provided, however, that if the transfer causes a termination of the Company under Code Section 708(b)(1)(B), the Company properties shall be deemed to have been distributed in liquidation of the Company to the Members (including the transferee of the Membership Interest) and re-contributed by such Members and transferees in reconstitution of the Company. The capital accounts of such reconstituted Company shall be maintained in accordance with the principles set forth herein.

12. **Management of Company.** The Company shall be managed by the Managing Member, who shall exercise control over the affairs of the Company. The Managing Member shall be under a fiduciary duty to conduct and manage the affairs of the Company in a prudent, businesslike and lawful manner and shall devote such part of their time to the affairs of the Company as shall be deemed necessary and appropriate to pursue the business and carry out the purposes of the Company as contemplated in this Operating Agreement. The Managing Member shall use commercially reasonable efforts and exercise good faith in all activities related to the business of the Company.

13. **Partnership Representative.** For the purposes of Subchapter C of Chapter 63 of the Code, the Managing Member shall serve as the “Partnership Representative” of the Company and, as such, shall have all of the rights and obligations given to a Partnership Representative under said Subchapter.

14. **Limitation of Liability.** Each Member’s liability for the debts and obligations of the Company shall be limited as set forth in the Act.

15. **Admission to Membership.** A Person may become a new Member upon acquisition of a Membership Interest from the Company upon such terms and conditions as may be approved by the Managing Member. New Members shall be allocated units for their contributions to the capital of the Company, as determined by the Managing Member at the time he approves the admission of such new Members. Accordingly, the Members acknowledge that their percentage interests may be altered in the event one or more new Members are admitted.
16. **Books of Account.** The Managing Member shall keep proper books of account for the Company using the accrual basis of accounting (subject to yearend adjustments). Such books of account shall be kept at the principal office of the Company. The fiscal year of the Company shall be the calendar year.
17. **Appointment of Officers.** The Managing Member shall appoint officers for the Company to perform various designated tasks and/or functions. The officers shall include a President, General Counsel, Secretary, and Treasurer, and may include one or more Vice Presidents and Assistant Secretaries. Each officer shall hold office until removed or replaced by the Managing Member. Any number of offices may be held by the same person. Any officer may resign at any time by giving written notice to the Managing Member and any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein. Any vacancy occurring in any office may be filled by the Managing Member.

The authority and duties of the officers of the Company shall be as follows:

(a) **President.** The President shall have the general powers and duties of management usually vested in a chief executive officer and shall have any other powers and duties that are prescribed by the Managing Member or this Agreement. The President shall have authority to bind the Company through signature on all contracts, leases, mortgages, deeds, conveyances, loan documents, resolutions, and other documents of the Company for the purpose of furthering the interests of the Company. The President shall have and may exercise all powers and duties entrusted to the Managing Member. The foregoing authorization shall not be deemed a restriction on the powers of the Managing Member to take any authorized action on behalf of the Company. The President shall be deemed to be a “Manager” under the Act. All actions taken by the President on behalf of the Company or on behalf of any of its affiliates prior to the date hereof are hereby ratified, approved, and confirmed in all respects.

(b) **General Counsel.** The General Counsel shall act as inside legal counsel to the Company and advise the Company on all legal matters with all privileges and duties as legal counsel. The General Counsel shall have such powers and duties as may be prescribed by the Managing Member or as may be delegated by the President. The General Counsel as the legal representative of the Company shall have the power as General Counsel to execute all contracts, deeds, leases, mortgages, bonds, loan documents, resolutions, and other obligations in

the name of the Company. In the absence of the President, the General Counsel may take any action that the President is permitted to take.

(c) Vice-President. The Vice President or Vice Presidents shall perform such duties as from time to time may be assigned by the President or the Managing Member.

(d) Secretary. The Secretary shall: (i) keep the minutes of all meetings or actions of the Members in one or more books provided for that purpose; (ii) be custodian of the Company records; (iii) keep a register of the post office address of each Member which shall be furnished to the Secretary by the Members and (iv) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or the Managing Member.

(e) Treasurer. The Treasurer shall: (i) have charge and custody of and be responsible for all funds, notes, bonds, securities and similar property belonging to the Company; (ii) receive and give receipts for moneys due and payable to the Company from any source whatsoever, and do with the same as shall be ordered by the President or the Managing Member; (iii) disburse the funds of the Company as ordered by the President or the Managing Member or as otherwise required in the conduct of the business of the Company; (iv) maintain accurate financial accounts and hold the same open for inspection and examination of the President or the Managing Member; (v) render to the President or the Managing Member, upon request, such reports as may be required to account for all his transactions as Treasurer and to report on the financial condition of the Company; and (vi) perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or the Managing Member. On the expiration of his term of office, the Treasurer shall turn over to his successor or the President all property, books, papers, vouchers and money of the Company in his hand.

(f) Assistant Secretary: The Assistant Secretary shall have such duties, responsibilities, and authority as is delegated to him by the Managing Member and the Secretary.

The Managing Member shall determine or provide the method of determining the compensation, if any, of all officers.

18. **Officers**. Intentionally left blank.

19. **Dissolution**.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) the determination of the Managing Member to dissolve the Company;

(ii) the written agreement of the all of the Members to dissolve the Company; or

(iii) upon entry of a decree of judicial dissolution under the Act.

(b) As soon as possible following the occurrence of any event causing the dissolution of the Company, if the Company is not continued, the Managing Member shall deliver a Certificate of Dissolution to the Ohio Secretary of State for filing that includes the name of the Company and the effective date of its dissolution.

20. **Effect of Events of Dissolution.** Upon an event of dissolution, the Company shall cease to carry on its business, except insofar as it may be necessary for the winding up of its business, but its separate existence shall continue until the activities set forth in §6.3 have been completed.

21. **Winding Up; Liquidation and Distribution of Assets.**

(a) Upon dissolution of the Company, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managing Member shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managing Member shall:

(i) Sell or otherwise liquidate all of the Company's assets as promptly as possible (except to the extent the Managing Member may determine to distribute any assets to the Members in kind);

(ii) Discharge all liabilities of the Company, including liabilities to Members who are creditors to the extent otherwise permitted by law, other than liabilities to Members for distributions;

(iii) Establish such Reserves as may be reasonably necessary to provide for contingencies or liabilities of the Company; and

(iv) Distribute the remaining cash and assets of the Company to Members in accordance with their positive Capital Accounts.

(c) For purposes of the liquidation of the Company's assets, the discharge of its liabilities and the distributions of the remaining funds among the Members as above described, the Managing Member shall have the authority on behalf of the Company to sell, convey, exchange or otherwise transfer the assets of the Company for such consideration and upon such terms and conditions as the Managing Member deems appropriate. The Managing Member, in his sole discretion, may make distributions in kind to Members. The Managing Member shall have the authority to purchase any Company assets at the appraised fair market value. A reasonable time shall be allowed for the orderly liquidation of

the assets of the Company and the discharge of liabilities of the Company to creditors to enable the Company to minimize normal losses during a liquidation period.

22. **Return of Contribution Nonrecourse to Other Members.** Except as provided by law, upon dissolution each Member shall look solely to the assets of the Company for the return of Capital Contributions. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contributions of one or more Members, such Member or Members shall have no recourse against any other Member.
23. **Indemnification of Nonprofit GP Member.** The Partnership shall, jointly and severally, indemnify, defend, and save harmless the Nonprofit GP Member from and against any claim, loss, expense, action, or damage, including without limitation, reasonable costs and expenses of litigation and appeal (and the reasonable fees and expenses of counsel) asserted against the Nonprofit GP Member based on any act, omission, malfeasance, or nonfeasance of the Partnership or the Managing Member, excluding only liability directly caused by the Nonprofit GP Member's gross negligence, intentional misconduct, or fraud. In addition, the Partnership shall, jointly and severally, indemnify, defend, save, and hold harmless the Nonprofit GP Member its representatives, from and against any and all costs, losses, liabilities, damages, lawsuits, proceedings (whether formal or informal), investigations, judgments, orders, settlements, recoveries, obligations, deficiencies, claims, and expenses (whether or not arising out of third party claims), including, without limitation, interest, penalties, attorneys' fees, and all amounts paid in investigation, or settlement of any of the foregoing, incurred in connection with or arising out of or resulting from the operations of the Partnership.
24. **Reliance of Third Parties on Authority of Officers.** No financial institution or any other person, firm or corporation dealing with any officer shall be required to ascertain whether such officer is acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation shall be protected in relying solely upon the acts and assurances of and the execution of any instruments by any of the officers.
25. **Notices.** Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed, if sent by facsimile, with receipt confirmed by telephone, or if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's or the Company's address, as appropriate, as set forth in this Agreement or as provided by such Member. Except as otherwise provided herein, any such notice shall be deemed to be given five (5) business days after the date on which the same was duly mailed, if sent by registered or certified mail, or on the date of receipt, if

- personally delivered or transmitted to the telephone number supplied to the Company as the Member's facsimile number by the Member to whom the notice is sent, with receipt confirmed by telephone.
26. **Waiver of Notice.** When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the Member is entitled to such notice, and whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.
 27. **Counterparts.** This Operating Agreement may be executed in several counterparts all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.
 28. **Applicable Law.** This Operating Agreement and the rights of the Members hereunder shall be interpreted in accordance with the laws of the State of Ohio.
 29. **Waiver of Action for Partition.** Each Member irrevocably waives during the term of existence of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.
 30. **Successors.** This Operating Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns.
 31. **Headings.** The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions hereof.
 32. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
 33. **Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements in this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.
 34. **Waivers.** The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
 35. **Severability.** The invalidity or unenforceability of any provision of this Operating Agreement in a particular respect shall not affect the validity and enforceability of

any other provisions of this Operating Agreement or of the same provision in any other respect.

36. **Amendment of Operating Agreement.** This Operating Agreement may not be amended in whole or in part except by a written instrument signed by each Member.
37. **Execution of Additional Instruments.** Each Member shall execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations or to carry out the purposes of this Agreement.

[The remainder of this page was intentionally left blank.]

The undersigned have executed this Operating Agreement as of the date first set forth at the beginning hereof.

Managing Member:

Woda Cooper General Partner, LLC,
an Ohio limited liability company

By: Woda Cooper Communities, LLC,
an Ohio limited liability company,
its Sole Member

By: 
David Cooper, its Managing Member

Nonprofit GP Member:

Bay Aging Brennan Pointe GP, LLC,
a Virginia limited liability company

By: Bay Aging,
a Virginia non-stock corporation,
its Sole Member

By: 
Kathy Vesley-Massey
President & CEO

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into effective as of the 14th day of March, 2019, by and between Woda Cooper Development, Inc. (the “Developer”) and Holley Pointe Limited Partnership (the “Owner”).

WITNESSETH:

WHEREAS, the Owner has been formed for the purposes, *inter alia*, of acquiring, financing, owning, constructing, developing, maintaining, improving, operating, leasing, and selling or otherwise disposing of real property described on Exhibit A attached hereto (the “Land”), together with all improvements furnishings, equipment, and personal property to be located thereon generally described on Exhibit B attached hereto (altogether, the “Improvements”) (together, the Land and Improvements will be collectively referred to herein as the “Project”). All units of which Project are intended to be rented and managed in order that the Project will qualify for low-income housing tax credits 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 Owner has engaged the services of the Developer with respect to overseeing the development of the Project for the Owner; and

WHEREAS, the Developer is experienced in the development of low-income multi-family housing projects pursuant to Section 42 of the Code; and

WHEREAS, the parties desire to memorialize their agreement with respect to the obligations of, and the services to be performed by the Developer;

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:

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

2. Obligations of the Developer.

The Developer shall have the following duties:

(a) To perform a financial feasibility study of the Project including, but not limited to, investigating various construction financing alternatives for the construction of the Project;

(b) 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 Project and the renderings, drawings and specifications for construction of Improvements (the "Plans and Specifications");

(c) To be cognizant of, and advise the Owner with respect to, compliance with Section 42 of the Code and applicable state law tax credit requirements as such laws relate to the development and construction of the Project and to coordinate the services of professionals in connection therewith;

(d) To be cognizant of and advise the Owner with respect to any and all land use and zoning laws, 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;

(e) To assist, coordinate and supervise the obtaining of all necessary permits and approvals for, and in connection with, the development and construction of the Project;

(f) To consult, advise and assist in obtaining construction financing for the development and construction of the Improvements, including, without limitation, preparation of a development and construction budget and pro forma cash flow projections and coordinating professionals in connection therewith;

(g) To be cognizant of, and advise the Owner with respect to, compliance with any and all obligations of the Owner under any agreements with lenders or any governmental entities, which agreements have been executed by the Owner in connection with approvals for, or financing of, the Project or construction of the Improvements;

(h) To cooperate and coordinate with the general contractor appointed by the Owner;

(i) To otherwise use commercial best efforts to coordinate, supervise, monitor and cause the development and construction of the Project on a timely basis and within the contemplated budget;

(j) To record the progress on all of the foregoing, and, as requested, submit written progress reports to the Owner; and

(k) To maintain or cause to be maintained at its sole cost and expense all 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 Owner shall have no responsibility to such independent parties. The Developer shall not be required to take any action, which would require a contractor's license.

The Developer shall be an independent contractor.

3. Development Fee.

In consideration of the performance by the Developer of the development services described herein, the Owner shall pay to the Developer a development fee and a development overhead fee (altogether, the "Development Fee") in the aggregate amount of One Million One Hundred Twenty-One Thousand Eight Hundred Seven Dollars (\$1,121,807).

The Owner, the Developer acknowledges that specific portions of the Development Fee shall be earned by Developer and payable by the Owner as certain benchmarks are satisfied, but in any event all of the Development Fee shall be earned by the Developer upon the issuance of the last certificate of occupancy for the Project.

The development fee shall be earned by the Developer as follows:

- (a) Twenty percent (20%) of the fee shall be earned based on certain pre-construction activities accomplished by December 31, 2020, as requested by the Owner.
- (b) Eighty percent (80%) of the fee shall be earned based on the issuance of the last certificate of occupancy for the Project.

The development fee shall be paid by the Owner no later than the following dates:

- (a) At the time of construction loan closing, an amount calculated at \$112,181 shall be paid to the Developer.
- (b) At the time of construction completion, an amount calculated at \$422,549, plus cost savings shall be paid to the Developer.
- (c) At the time of 100% qualified occupancy, an amount of \$187,866, plus cost savings shall be paid to the Developer.
- (d) At the time of issuance of the IRS Form 8609 for the Project, an amount of \$399,006, plus cost savings shall be paid to the Developer.
- (e) The deferred portion of the Developer Fee, currently projected as \$205, or such other remaining balance shall be payable to the Developer from the distributable cash flow from the Owner, but in no event later than the end of the calendar year in which the 12th anniversary of the issuance of the last certificate of occupancy for the Project occurs.

The unpaid portion of the Development Fee shall not bear interest.

4. Termination of Duties and Responsibilities of Developer.

The Developer shall have no further duties or obligations hereunder after receipt of a Certificate of Occupancy for the last building in the Project and completion of all punch list items. The Developer's duties, responsibilities and rights hereunder shall not be terminated by the Owner except for "cause" as finally determined by a court of competent jurisdiction. For purposes hereof, "cause" shall mean fraud, dishonesty, and reckless disregard for customary practices and intentional misconduct after at least forty-five (45) days prior notice and opportunity to cure.

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, except that the Developer may assign its rights but not 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 state of Georgia.

(d) This Agreement embodies the entire agreement and understanding between the parties relating to the obligations of, and services to be performed by, the Developer in overseeing the development of the Project, and supersedes all prior agreements, understandings, representations, or warranties, express or implied, related to such subject matter.

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

(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 Owner and its partners 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 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.

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 on Exhibit C attached hereto. 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. Otherwise, such period shall be computed from the date of delivery.

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.

8. Responsibilities of the Owner.

In order for the Developer to perform duties described herein, the Owner shall:

- (a) Provide full information regarding its requirements for the Project;
- (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 Owner becomes aware of any fault or defect in the Project or nonconformance with any contract or other documents, it shall give prompt written notice thereof to the Developer.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

DEVELOPER:

Woda Cooper Development, Inc.

By: _____
Its: _____



Managing Director

OWNER:

Holley Pointe Limited Partnership

By: Holley Pointe GP, LLC
Its General Partner

By: Woda Cooper General Partner, LLC
Its Managing Member

By: Woda Cooper Communities, LLC
Its Sole Member

By: _____
Its: Managing Member



EXHIBIT A

That certain piece of real estate located at 818 County Street, Portsmouth, Virginia 23704.

EXHIBIT B

The Project will consist of a 50-unit multifamily community. The definition of the Project will include the architectural and engineering plans as and when the same are completed and approved by the Owner.

EXHIBIT C

DEVELOPER

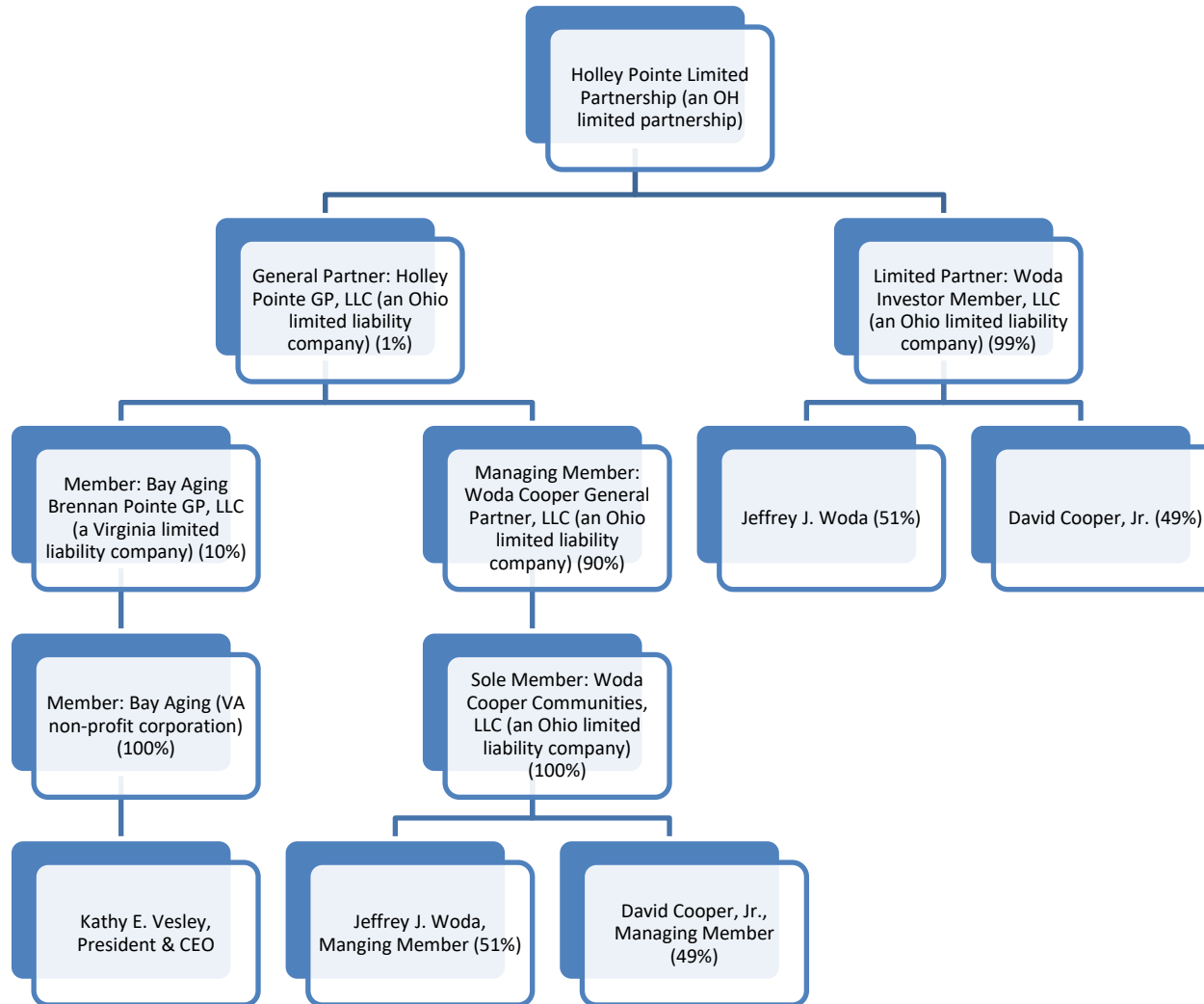
Woda Cooper Development, Inc.
500 S. Front St., 10th Floor
Columbus, OH 43215

OWNER

Holley Pointe Limited Partnership
500 S. Front St., 10th Floor
Columbus, OH 43215

Holley Pointe Limited Partnership

Organizational Chart



B

Virginia State Corporation
Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, March 11, 2019

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

Holley Pointe Limited Partnership

a limited partnership organized under the laws of Ohio, and that the said limited partnership is authorized to transact business in Virginia, subject to all Virginia laws applicable to the limited partnership and its business. Effective date of registration: November 28, 2017



State Corporation Commission

Attest:

Joel H. Peck
Clerk of the Commission

C

Principal's Previous
Participation Certification
(MANDATORY)



Previous Participation Certification

Development Name: Holley Pointe
Name of Applicant (entity): Holley Pointe Limited Partnership

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

Jeffrey J. Woda

Printed Name

3/11/2019

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



Previous Participation Certification

Development Name: Holley Pointe
Name of Applicant (entity): Holley Pointe Limited Partnership

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.

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Signature


David Cooper, Jr.

Printed Name

3/11/2019

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



Previous Participation Certification

Development Name: Holley Pointe
Name of Applicant (entity): Holley Pointe Limited Partnership

I hereby certify that:

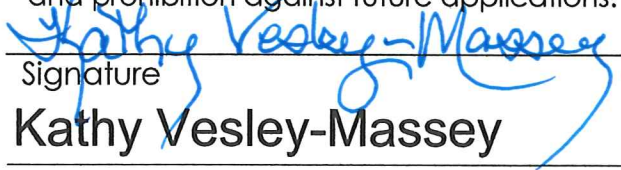
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily 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.
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Signature

Kathy Wesley-Massey

Printed Name

3/12/2019

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



Previous Participation Certification

Development Name:

Holley Pointe

Name of Applicant (entity):

Holley Pointe Limited Partnership

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;
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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.
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Signature

Stanley Clarke

Printed Name

05-13-19

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: Holley Pointe
 Name of Applicant: Holley Pointe Limited Partnership

INSTRUCTIONS:

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

Principal's Name: Jeffrey J. Wada 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	Abby's Crossing/OH	Abby's Crossing LP/614-396-3200	Y	42	42	10/29/2008	8/3/2009	NO
2	Alexander Yard/OH	Alexander Yard LP/614-396-3200	Y	42	42	12/14/2007	12/18/2008	NO
3	Arlington Greene/KY	Woda Arlington Greene, LLC/614-396-3200	Y	40	40	12/30/2004	3/3/2006	NO
4	Ashburn Greene/OH	Ashburn Greene, LLC/614-396-3200	Y	40	34	12/29/2004	2/27/2006	NO
5	Aspen Greene/OH	Aspen Greene LP/614-396-3200	Y	48	48	12/31/2005	1/23/2007	NO
6	Beaumont Greene/OH	Beaumont Greene, LLC/614-396-3200	Y	40	40	12/27/2007	8/5/2008	NO
7	Beaumont Place/OH	Mid Ohio Housing, LLC/614-396-3200	Y	12	12	12/28/2007	3/3/2009	NO
8	Canterbury Place/WV	Canterbury Place, LLC/614-396-3200	Y	50	50	12/13/2004	12/22/2004	NO
9	Cedar Glen II/WV	Cedar Glen II LP/614-396-3200	Y	51	50	12/18/2006	10/3/2008	NO
10	Chartwell Greene/OH	Lockwood Housing, LLC/614-396-3200	Y	40	40	12/20/2007	12/2/2008	NO
11	Clay Meadows/OH	Clay Meadows LP/614-396-3200	Y	48	48	10/10/2008	3/13/2009	NO
12	Clover Ridge/OH	Clover Ridge, LLC/614-396-3200	Y	24	24	2/5/2009	11/10/2009	NO
13	Colonial Park/OH	Woda Colonial Park LP/614-396-3200	Y	48	47	12/10/2002	9/16/2003	NO
14	Coventry House/OH	Seneca Coventry House, LLC/614-396-3200	Y	30	25	12/31/2004	2/7/2007	NO
15	Crossroads Meadow/PA	Crossroads Meadow, LLC/614-396-3200	Y	51	51	11/19/2007	6/10/2008	NO
16	Devon House/OH	Devon House, LLC/614-396-3200	Y	40	34	12/1/2004	7/20/2005	NO
17	Doranne Green/OH	Woda Doranne Greene, LLC/614-396-3200	Y	49	49	8/30/2008	7/1/2008	NO
18	East Newark Homes/OH	East Newark Homes, LLC/614-396-3200	Y	40	40	10/5/2007	12/2/2008	NO
19	Edward's Crossing/WV	Edward's Crossing, LLC/614-396-3200	Y	44	44	12/9/2004	12/21/2004	NO
20	Edward's Crossing II/WV	Edward's Crossing II, LLC/614-396-3200	Y	44	44	11/30/2005	11/17/2006	NO
21	Essex Place/OH	Essex Place Senior LP/614-396-3200	Y	42	33	4/25/2003	2/5/2004	NO
22	Essex Place North /OH	Essex Place Senior LP/614-396-3200	Y	10	8	12/20/2002	5/22/2003	NO
23	Fox Run Crossing/OH	Fox Run Crossing, LLC/614-396-3200	Y	50	50	11/21/2006	4/20/2007	NO
24	Frankfort Place/OH	Frankfort Place LP/614-396-3200	Y	20	20	12/31/2004	11/1/2005	NO
25	Grace Meadows/OH	Grace Meadows LP/614-396-3200	Y	40	40	8/8/2008	7/14/2009	NO
26	Hampton Pointe/MI	Hampton Pointe, LLC/614-396-3200	Y	24	24	6/24/2008	11/12/2009	NO
27	Heathermoor/WV	Heathermoor LP/614-396-3200	Y	50	49	12/8/2003	12/19/2003	NO
28	Heathermoor II/WV	Heathermoor II LP/614-396-3200	Y	32	32	12/15/2005	9/24/2008	NO
29	Heritage Greene/OH	Woda Heritage Greene, LLC/614-396-3200	Y	50	50	10/4/2006	4/20/2007	NO
30	Heritage House/WV	Heritage House LP/614-396-3200	Y	50	50	12/30/2004	11/15/2006	NO
31	Hickory Meadow/PA	Hickory Meadow, LLC/614-396-3200	Y	51	51	12/28/2007	6/30/2008	NO
32	Ivy Glen/OH	Woda Ivy Glen LP/614-396-3200	Y	60	54	12/30/2002	9/3/2003	NO
33	Jamestown Place/OH	Jamestown Place LP/614-396-3200	Y	24	24	12/14/2001	9/27/2004	NO
34	Kensington Greene/OH	Kensington Greene LP/614-396-3200	Y	41	41	12/1/2001	2/26/2003	NO
35	Lanning House/OH	Lanning House LP/614-396-3200	Y	30	30	12/31/2000	6/23/2003	NO
36	Laurel Greene/OH	Laurel Greene, LLC/614-396-3200	Y	40	32	8/31/2004	8/29/2005	NO
37	Laurelhurst/OH	Laurelhurst, LLC/614-396-3200	Y	44	35	12/31/2003	7/23/2004	NO
38	Leewood Place/OH	Leewood Place, LLC/614-396-3200	Y	40	32	12/1/2003	3/1/2005	NO
39	Lockwood Greene/OH	Lockwood Housing, LLC/614-396-3200	Y	26	26	11/30/2007	2/17/2009	NO
40	Lockwood Station/OH	Lockwood Housing, LLC/614-396-3200	Y	6	6	12/26/2007	12/2/2008	NO

* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8602 (per entity/development) for a total of 6.

1st PAGE
TOTAL: 1,553 1,491
 LIHTC as % of
 96% **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)
46	Luke's Crossing/OH	Luke's Crossing LP/614-396-3200	Y	40	40	11/10/2008	1/29/2010	NO
47	Meadow Glen/OH	Woda Meadow Glen LP/614-396-3200	Y	50	42	12/31/2004	10/12/2006	NO
48	Meridian Greene/OH	Meridian Greene, LLC/614-396-3200	Y	66	66	12/28/2005	3/1/2007	NO
49	Meridian Greene II/OH	Meridian Greene II, LLC/614-396-3200	Y	40	40	12/27/2007	7/17/2008	NO
50	Muirwood Greene/WV	Muirwood Greene LP/614-396-3200	Y	50	50	4/30/2004	12/9/2004	NO
51	Nantucket Greene/OH	Nantucket Greene LP/614-396-3200	Y	40	32	9/30/2002	5/22/2003	NO
52	Norwood Greene/OH	Norwood Greene, LLC/614-396-3200	Y	40	40	11/25/2008	11/18/2009	NO
53	Oakmont Greene II/WV	Oakmont Greene II, LLC/614-396-3200	Y	50	50	12/23/2005	12/7/2007	NO
54	Paigelynn Place/OH	Paigelynn Place, LLC/614-396-3200	Y	60	60	10/21/2005	12/21/2007	NO
55	Paint Landing/KY	Paint Landing, LLC/614-396-3200	Y	24	24	12/28/2007	6/3/2008	NO
56	Paint Lick Station/KY	Paint Lick Station, LLC/614-396-3200	Y	24	24	12/28/2007	6/3/2008	NO
57	Patrick Place/OH	Patrick Place LP/614-396-3200	Y	24	24	9/1/2005	3/20/2007	NO
58	Pembrook Greene/OH	Pembrook Greene, LLC/614-396-3200	Y	18	18	12/12/2008	7/30/2009	NO
59	Providence Greene/WV	Providence Greene, LLC/614-396-3200	Y	50	50	12/29/2005	12/4/2007	NO
60	Providence Greene II/WV	Providence Greene II, LLC/614-396-3200	Y	50	50	11/27/2006	12/3/2008	NO
61	Quail Meadow/OH	Woda Quail Meadow, LLC/614-396-3200	Y	50	50	12/19/2006	4/17/2007	NO
62	Riverbirch Greene/OH	Riverbirch Greene, LLC/614-396-3200	Y	60	51	12/29/2004	6/10/2005	NO
63	Riverview Place/OH	Riverview Place LP/614-396-3200	Y	33	33	12/31/2003	6/10/2005	NO
64	Russell's Place/OH	Russell's Place, LLC/614-396-3200	Y	32	32	12/29/2006	6/18/2007	NO
65	Sawgrass Greene/KY	Sawgrass Greene, LLC/614-396-3200	Y	54	54	12/22/2005	2/8/2007	NO
66	Stoney Ridge/OH	Cadiz Homes LP/614-396-3200	Y	28	28	11/28/2003	7/14/2004	NO
67	Stableford Crossing/OH	Stableford Crossing, LLC/614-396-3200	Y	18	18	10/2/2008	8/4/2009	NO
68	Tibbits Greene/MI	Tibbits Greene, LLC/614-396-3200	Y	24	24	12/21/2007	9/28/2009	NO
69	Tremont Greene/OH	Tremont Greene, LLC/614-396-3200	Y	40	34	12/28/2004	9/22/2005	NO
70	Troon Crossing/OH	Troon Crossing, LLC/614-396-3200	Y	60	60	12/29/2006	4/26/2007	NO
71	Valley Greene/OH	Ohio Valley Housing, LLC/614-396-3200	Y	24	24	8/31/2007	11/19/2008	NO
72	Valley View/TN	Valley View LP/614-396-3200	Y	64	64	12/4/2003	4/18/2005	NO
73	Victoria Place/OH	Victoria Place LP/614-396-3200	Y	30	30	12/31/2003	7/8/2004	NO
74	Victory Place/WV	Victory Place, LLC/614-396-3200	Y	50	50	12/29/2005	11/13/2007	NO
75	Webster Glen/OH	Woda Adams County Housing, LLC/614-396-3200	Y	12	12	11/9/2007	9/30/2009	NO
76	Webster Greene/OH	Woda Adams County Housing, LLC/614-396-3200	Y	36	36	9/1/2007	9/30/2009	NO
77	Wellington Place/OH	Woda Wellington LP/614-396-3200	Y	34	26	10/31/2003	5/19/2003	NO
78	Wesley Yard/OH	Wesley Yard, LLC/614-396-3200	Y	46	46	12/15/2008	10/16/2009	NO
79	Whitman Crossing/MI	Whitman Crossing, LLC/614-396-3200	Y	24	24	12/21/2007	12/29/2008	NO
80	Yellowbud Place/WV	Yellowbud Place, LLC/614-396-3200	Y	50	49	12/8/2003	12/19/2003	NO
81	Zachary's Crossing/OH	Zachary's Crossing, LLC/614-396-3200	Y	40	40	12/15/2005	4/10/2006	NO
82	Ardmore Crossing/OH	Ardmore Crossing, LLC/614-396-3200	Y	50	50	10/9/2009	8/17/2010	NO
83	Connolly Park/PA	Connolly Park, LLC/614-396-3200	Y	32	32	10/7/2010	6/11/2010	NO
84	Fairway Crossing/OH	Fairway Crossing LP/614-396-3200	Y	36	36	11/27/2009	2/4/2011	NO
85	Forest Edge/OH	Forest Edge, LLC/614-396-3200	Y	36	36	7/29/2009	8/16/2010	NO
86	Gables at Countryside Lane II/OH	Gables at Countryside Lane II, LLC/614-396-3200	Y	24	24	8/28/2006	4/17/2007	NO
87	Hallet Crossing/MI	Hallet Crossing, LLC/614-396-3200	Y	24	24	11/19/2008	10/7/2010	NO
88	Orchard Glen/OH	Orchard Glen, LLC/614-396-3200	Y	32	32	9/30/2009	9/23/2010	NO
89	Ridgewood Greene/OH	Ridgewood Greene, LLC/614-396-3200	Y	40	40	11/11/2008	5/7/2010	NO
90	Sycamore House/MI	Sycamore House LDHA LP/614-396-3200	Y	40	36	12/22/2009	12/13/2011	NO
91	Madison Grove/PA	Madison Grove, LLC/614-396-3200	Y	50	50	7/24/2010	3/25/2011	NO
92	Sky Meadows/OH	Sky Meadows, LLC/614-396-3200	Y	40	40	10/26/2009	9/9/2010	NO
93	Woda Old Hickory/OH	Woda Old Hickory LP/614-396-3200	Y	36	36	11/16/2010	3/7/2012	NO
94	Honeybrook Greene/OH	Honeybrook Greene LP/614-396-3200	Y	40	40	11/19/2010	3/25/2011	NO
95	Preston's Crossing/OH	Preston's Crossing LP/614-396-3200	Y	24	24	12/27/2010	5/12/2011	NO
96	Lightner Greene/PA	Lightner Greene, LLC/614-396-3200	Y	50	50	12/17/2010	8/10/2011	NO
97	Raystown Crossing/PA	Raystown Crossing LP/614-396-3200	Y	50	50	12/29/2010	8/11/2011	NO
98	Cumberland Meadows/MD	Cumberland Meadows LP/614-396-3200	Y	64	64	9/20/2011	10/4/2012	NO
99	Penn Square/MD	Penn North Partners LLP/614-396-3200	Y	79	79	3/14/2011	7/24/2012	NO
100	Braddock's Greene/MD	Braddock's Greene, LLC/614-396-3200	Y	50	50	12/31/2010	3/21/2012	NO

2nd PAGE TOTAL: 2,232 2,188

GRAND TOTAL: 3,785 3,679

LIHTC as % of Total Unit 97%

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)
101	Brentwood Greene/IN	Brentwood Greene, LLC/614-396-3200	Y	60	60	9/16/2010	8/29/2011	NO
102	Crowfield Greene/SC	Crowfield Greene LP/614-396-3200	Y	42	42	12/29/2010	2/24/2011	NO
103	Jenny Greene/SC	Jenny Greene LP/614-396-3200	Y	50	50	12/13/2010	2/24/2011	NO
104	Patterson Crossing/MI	Patterson Crossing LDHA LP/614-396-3200	Y	56	56	9/30/2010	8/9/2012	NO
105	Monarch Greene/OH	Monarch Greene LP/614-396-3200	Y	44	44	12/20/2011	5/1/2012	NO
106	Richwood Greene/OH	Richwood Greene LP/614-396-3200	Y	42	42	12/30/2011	12/19/2012	NO
107	Wayne Crossing/OH	Wayne Crossing LP/614-396-3200	Y	48	48	10/24/2011	3/23/2012	NO
108	Pheasant Ridge/OH	Pheasant Ridge LP/614-396-3200	Y	24	24	11/10/2011	4/13/2012	NO
109	Hattie Greene/OH	Hattie Greene LP/614-396-3200	Y	27	27	6/9/2011	5/1/2012	NO
110	Frontier Run/OH	Frontier Run, LLC/614-396-3200	Y	16	16	8/4/2010	9/7/2011	NO
111	Jeremy Park/OH	Jeremy Park, LLC/614-396-3200	Y	36	36	9/1/2010	8/31/2011	NO
112	Joshua Landings/OH	Joshua Landings, LLC/614-396-3200	Y	40	40	11/1/2010	8/31/2011	NO
113	Moccasin Run/OH	Moccasin Run, LLC/614-396-3200	Y	36	36	11/4/2010	9/7/2011	NO
114	Mallory Meadows/OH	Mallory Meadows, LLC/614-396-3200	Y	24	24	8/12/2010	8/30/2011	NO
115	Ursula Park/OH	Ursula Park, LLC/614-396-3200	Y	36	36	10/20/2010	9/7/2011	NO
116	Mason Greene/KY	Mason Greene LP/614-396-3200	Y	68	68	6/6/2011	11/16/2011	NO
117	Drake Crossing/PA	Drake Crossing LP/614-396-3200	Y	30	30	10/3/2011	9/6/2012	NO
118	Woda Pinecrest Greene/SC	Woda Pinecrest Greene LP/614-396-3200	Y	44	44	3/25/2011	6/30/2011	NO
119	McCalla Greene/MI	McCalla Greene, LLC/614-396-3200	Y	32	32	11/30/2010	6/8/2012	NO
120	Sustainable Fellwood II/GA	Sustainable Fellwood II LP/614-396-3200	Y	110	110	12/23/2011	8/17/2012	NO
121	Belle Prairie/OH	Belle Prairie LP/614-396-3200	Y	40	40	8/13/2012	1/15/2013	NO
122	Sterling Greene/TN	Sterling Greene LP/614-396-3200	Y	48	48	7/23/2012	12/21/2012	NO
123	Sustainable Fellwood III/GA	Sustainable Fellwood III LP/614-396-3200	Y	100	100	12/27/2011	11/15/2012	NO
124	City View Place/VA	City View Place LP/614-396-3200	Y	32	32	10/17/2012	5/28/2013	NO
125	Rosewood Manor/OH	Rosewood Manor LP/614-396-3200	Y	24	24	11/9/2007	11/9/2007	NO
126	Quaker Meadow/PA	Quaker Meadow, LLC/614-396-3200	Y	40	40	9/30/2011	5/9/2012	NO
127	Windjammer Greene/MI	Windjammer Greene LDHA LP/614-396-3200	Y	24	24	12/5/2012	11/18/2013	NO
128	Wood Creek/MI	Wood Creek LDHA LP/614-396-3200	Y	32	32	12/28/2012	11/18/2013	NO
129	Koehler Crossing/MI	Koehler Crossing LDHA LP/614-396-3200	Y	28	28	6/25/2012	3/29/2013	NO
130	Livingston Greene/MI	Livingston Greene LDHA LP/614-396-3200	Y	32	32	8/21/2012	6/6/2013	NO
131	Oak Hollow/SC	Woda Oak Hollow LP/614-396-3200	Y	44	44	5/25/2012	2/8/2013	NO
132	Anderson Crossing/IN	Anderson Crossing LP/614-396-3200	Y	92	92	11/13/2012	7/26/2013	NO
133	Woda Autumn Run/OH	Woda Autumn Run LP/614-396-3200	Y	38	38	11/30/2012	4/10/2013	NO
134	Woda Raceland Meadows/KY	Woda Raceland Meadows LP/614-396-3200	Y	32	32	3/4/2013	6/28/2013	NO
135	Chestnut Greene/KY	Chestnut Greene LP/614-396-3200	Y	24	24	1/31/2013	6/19/2013	NO
136	Pennington Crossing/TN	Pennington Crossing LP/614-396-3200	Y	48	48	12/10/2013	12/31/2013	NO
137	Xena Place/OH	Xena Place LP/614-396-3200	Y	40	40	12/13/2012	6/3/2013	NO
138	Junction City Associates/OH	Junction City Associates LP/614-396-3200	Y	24	24	1/1/2013	6/3/2013	NO
139	Crawford Place/OH	Crawford Place LP/614-396-3200	Y	30	30	1/1/2013	6/3/2013	NO
140	Clough Commons/OH	Clough Commons LP/614-396-3200	Y	46	46	11/21/2012	6/3/2013	NO
141	Schoenbrunn Greene/OH	Schoenbrunn Greene LP/614-396-3200	Y	40	40	6/1/2013	1/15/2014	NO
142	Hayden Senior Housing/OH	Hayden Senior Housing LP/614-396-3200	Y	44	44	12/31/2013	9/10/2014	NO
143	Healty Crossing/OH	Healty Crossing LP/614-396-3200	Y	32	32	12/31/2013	10/23/2014	NO
144	The Lofts at Court and Main/OH	The Lofts at Court and Main LP/614-396-3200	Y	31	31	3/22/2013	7/16/2013	NO
145	Glen Abbey Crossing/KY	Glen Abbey Crossing LP/614-396-3200	Y	24	24	7/31/2013	1/16/2014	NO
146	Saluda Commons/SC	Edgefield Greene LP/614-396-3200	Y	40	40	5/13/2014	11/20/2014	NO
147	Washington School/OH	Washington School LP/614-396-3200	Y	42	42	8/31/2014	9/22/2015	NO
148	Jacob's Crossing/OH	Jacob's Crossing LP/614-396-3200	Y	42	42	12/1/2013	4/9/2014	NO
149	Alston Park/OH	Alston Park LP/614-396-3200	Y	39	39	9/30/2013	12/2/2015	NO
150	Chelsea Greene/WV	Chelsea Greene LP/614-396-3200	Y	32	32	9/23/2013	5/19/2015	NO
151	Oak Valley Gardens/WV	Oak Valley Gardens LP/614-396-3200	Y	28	28	12/29/2014	5/19/2015	NO
152	New Forge Crossing/PA	New Forge Crossing LP/614-396-3200	Y	60	60	6/26/2014	10/28/2015	NO
153	Meyers Greene/PA	Meyers Greene LP/614-396-3200	Y	52	52	1/13/2014	3/30/2014	NO
154	Lloyd House/MI	Lloyd House LDHA LP/614-396-3200	Y	44	44	12/26/2013	9/15/2015	NO
155	Barton Greene/TN	Barton Greene LP/614-396-3200	Y	50	50	12/30/2013	6/3/2014	NO

3rd PAGE TOTAL: 2,283 2,283

GRAND TOTAL: 6,068 5,962

LIHTC as % of Total Unit 98%

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)
156	Dutch Ridge/WV	Dutch Ridge LP/614-396-3200	Y	24	24	6/30/2013	12/11/2013	NO
157	Armenian Place/PA	Armenian Place LP/614-396-3200	Y	50	50	12/31/2013	4/10/2015	NO
158	Columbus School/MD	Columbus School LP/614-396-3200	Y	49	49	6/20/2014	11/16/2015	NO
159	Hilton-North Avenue/MD	Hilton-North Avenue LP/614-396-3200	Y	63	63	9/19/2013	7/21/2015	NO
160	Prescott Greene/IN	Prescott Greene LP/614-396-3200	Y	32	32	5/29/2013	6/17/2014	NO
161	Manistee Place/MI	Manistee Place LDHA LP/614-396-3200	Y	46	46	11/21/2013	9/24/2014	NO
162	Bridgeview Greene/MI	Bridgeview Greene LDHA LP/614-396-3200	Y	40	40	4/23/2013	11/18/2013	NO
163	Charters Cove/MI	Charters Cove LP/614-396-3200	Y	24	24	8/30/2012	11/18/2013	NO
164	Cheboygan Shores/MI	Cheboygan Shores LDHA LP/614-396-3200	Y	24	24	4/23/2012	11/18/2013	NO
165	Crooked River/MI	Crooked River LDHA LP/614-396-3200	Y	16	16	10/31/2012	1/9/2014	NO
166	Olde Mill/MI	Olde Mill LDHA LP/614-396-3200	Y	24	24	9/25/2012	1/9/2014	NO
167	Harmony Greene/GA	Harmony Greene LP/614-396-3200	Y	50	50	10/11/2012	5/6/2013	NO
168	Liberty Pointe/VA	Liberty Pointe LP/614-396-3200	Y	48	48	12/18/2015	5/31/2016	NO
169	Bailey Court/VA	Bailey Court LP/614-396-3200	Y	32	32	12/27/2016	4/12/2018	NO
170	Brennan Pointe/VA	Brennan Pointe LP/614-396-3200	Y	44	44	12/31/2016	12/20/2017	NO
171	The Banks at Berkeley/VA	The Banks at Berkeley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	NO
172	Woda Bell Diamond Manor /VA	Woda Bell Diamond Manor, LLC/614-396-3200	Y	128	128	12/27/2017	TBD	NO
173	Brennan Pointe II/VA	Brennan Pointe II LP/614-396-3200	Y	43	43	TBD	TBD	NO
174	The Banks at Berkeley/VA	The Banks at Berkeley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	NO
175	Seaborn Greene/SC	Seaborn Greene LP/614-396-3200	Y	40	40	6/26/2015	12/7/2015	NO
176	Butler Crossing/SC	Butler Crossing LP/614-396-3200	Y	40	40	3/31/2016	11/17/2016	NO
177	Majors Crossing/OH	Majors Crossing LP/614-396-3200	Y	40	40	11/23/2015	6/29/2016	NO
178	Northside Drive Apartments/TN	Northside Drive Apartments LP/614-396-3200	Y	40	40	9/18/2015	12/21/2015	NO
179	Capital Greene/WV	Capital Greene LP/614-396-3200	Y	40	40	10/30/2015	12/21/2016	NO
180	Tooley Place/NC	Tooley Place, LLC/614-396-3200	Y	36	36	9/11/2015	6/2/2016	NO
181	Viewmont Square Court/NC	Viewmont Square Court, LLC/614-396-3200	Y	50	50	12/30/2015	5/13/2016	NO
182	Brookside Commons/MI	Brookside Commons LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	NO
183	Woda Boardman Lake/MI	Woda Boardman Lake LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	NO
184	Greensburg Manor/OH	Greensburg Manor LP/614-396-3200	Y	50	50	10/27/2016	6/14/2017	NO
185	Willoughbeach Terrace/OH	Willoughbeach Terrace LP/614-396-3200	Y	50	50	9/30/2016	6/12/2017	NO
186	Fayette Landing/OH	Fayette Landing LP/614-396-3200	Y	36	36	11/30/2016	2/2/2018	NO
187	Oliver Crossing/TN	Oliver Crossing LP/614-396-3200	Y	24	24	11/21/2016	1/26/2017	NO
188	LaBelle Greene/WV	LaBelle Greene LP/614-396-3200	Y	40	40	12/29/2016	11/20/2017	NO
189	McCormick Greene/WV	McCormick Greene LP/614-396-3200	Y	24	24	9/20/2016	11/3/2017	NO
190	Woodyard Greene/WV	Woodyard Greene LP/614-396-3200	Y	30	30	8/24/2016	12/14/2017	NO
191	Pringle House/WV	Pringle House LP/614-396-3200	Y	40	40	9/16/2015	12/21/2016	NO
192	Bayridge Greene/WV	Bayridge Greene LP/614-396-3200	Y	40	40	8/25/2015	12/21/2016	NO
193	Pebblecreek Crossing/KY	Pebblecreek Crossing LP/396-3200	Y	48	48	2/6/2017	6/13/2017	NO
194	Breas Crossing/KY	Breas Crossing LP/614-396-3200	Y	44	44	10/27/2016	4/17/2017	NO
195	Dawn Ridge/PA	Dawn Ridge LP/614-396-3200	Y	58	58	12/18/2015	10/26/2017	NO
196	Mary Harvin Center/MD	Mary Harvin Center LP/614-396-3200	Y	61	61	1/20/2016	5/11/2017	NO
197	Freedman Point/VA	Freedman Point LP/614-396-3200	Y	68	68	TBD	TBD	NO
198	Hiawatha Apartments/MI	Hiawatha Apartments LDHA LP/614-396-3200	Y	32	32	12/23/2015	4/21/2017	NO
199	Boynton Village/GA	Boynton Village LP/614-396-3200	Y	43	43	10/15/2015	7/11/2016	NO
200	Silver Lakes/GA	Silver Lakes LP/614-396-3200	Y	44	44	9/9/2016	9/14/2017	NO
201	Everts Hill/OH	Everts Hill LP/614-396-3200	Y	49	49	12/27/2017	1/17/2019	NO
202	Emerald Gardens/WV	Emerald Gardens LP/614-396-3200	Y	42	42	12/15/2017	11/30/2018	NO
203	Terrapin Park/WV	Terrapin Park Assoc. LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	NO
204	Tristan Ridge/KY	Tristan Ridge LP/614-396-3200	Y	44	44	12/22/2017	6/25/2018	NO
205	Nelsonville School Commons/OH	Nelsonville School Commons LP/614-396-3200	Y	33	33	12/5/2017	11/9/2018	NO
206	ATZ Place/IN	ATZ Place LP/614-396-3200	Y	38	38	9/27/2017	8/16/2018	NO
207	Parrish Greene/SC	Parrish Greene LP/614-396-3200	Y	28	28	7/28/2017	2/9/2018	NO
208	Enchanted Glen/MI	Enchanted Glen LDHA LP/614-396-3200	Y	36	36	2/7/2017	5/21/2018	NO
209	Penn Square II/MD	Penn Square II LP/614-396-3200	Y	61	61	10/9/2015	8/5/2016	NO
210	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	NO

4th PAGE TOTAL: 2,469 2,469
 GRAND TOTAL: 8,537 8,431

LIHTC as % of
 99% Total Unit

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)
211	Wheatland Crossing/OH	Wheatland Crossing LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	NO
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5th PAGE TOTAL: 42 42

GRAND TOTAL: 8,579 8,473

LIHTC as % of
99% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Holley Pointe
 Name of Applicant: Holley Pointe Limited Partnership

INSTRUCTIONS:

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

Principal's Name: David Cooper, Jr. 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	Abby's Crossing/OH	Abby's Crossing LP/614-396-3200	Y	42	42	10/29/2008	8/3/2009	NO
2	Alexander Yard/OH	Alexander Yard LP/614-396-3200	Y	42	42	12/14/2007	12/18/2008	NO
3	Arlington Greene/KY	Woda Arlington Greene, LLC/614-396-3200	Y	40	40	12/30/2004	3/3/2006	NO
4	Ashburn Greene/OH	Ashburn Greene, LLC/614-396-3200	Y	40	34	12/29/2004	2/27/2006	NO
5	Aspen Greene/OH	Aspen Greene LP/614-396-3200	Y	48	48	12/31/2005	1/23/2007	NO
6	Beaumont Greene/OH	Beaumont Greene, LLC/614-396-3200	Y	40	40	12/27/2007	8/5/2008	NO
7	Beaumont Place/OH	Mid Ohio Housing, LLC/614-396-3200	Y	12	12	12/28/2007	3/3/2009	NO
8	Canterbury Place/WV	Canterbury Place, LLC/614-396-3200	Y	50	50	12/13/2004	12/22/2004	NO
9	Cedar Glen II/WV	Cedar Glen II LP/614-396-3200	Y	51	50	12/18/2006	10/3/2008	NO
10	Chartwell Greene/OH	Lockwood Housing, LLC/614-396-3200	Y	40	40	12/20/2007	12/2/2008	NO
11	Clay Meadows/OH	Clay Meadows LP/614-396-3200	Y	48	48	10/10/2008	3/13/2009	NO
12	Clover Ridge/OH	Clover Ridge, LLC/614-396-3200	Y	24	24	2/5/2009	11/10/2009	NO
13	Colonial Park/OH	Woda Colonial Park LP/614-396-3200	Y	48	47	12/10/2002	9/16/2003	NO
14	Coventry House/OH	Seneca Coventry House, LLC/614-396-3200	Y	30	25	12/31/2004	2/7/2007	NO
15	Crossroads Meadow/PA	Crossroads Meadow, LLC/614-396-3200	Y	51	51	11/19/2007	6/10/2008	NO
16	Devon House/OH	Devon House, LLC/614-396-3200	Y	40	34	12/1/2004	7/20/2005	NO
17	Doranne Green/OH	Woda Doranne Greene, LLC/614-396-3200	Y	49	49	8/30/2008	7/1/2008	NO
18	East Newark Homes/OH	East Newark Homes, LLC/614-396-3200	Y	40	40	10/5/2007	12/2/2008	NO
19	Edward's Crossing/WV	Edward's Crossing, LLC/614-396-3200	Y	44	44	12/9/2004	12/21/2004	NO
20	Edward's Crossing II/WV	Edward's Crossing II, LLC/614-396-3200	Y	44	44	11/30/2005	11/17/2006	NO
21	Essex Place/OH	Essex Place Senior LP/614-396-3200	Y	42	33	4/25/2003	2/5/2004	NO
22	Essex Place North /OH	Essex Place Senior LP/614-396-3200	Y	10	8	12/20/2002	5/22/2003	NO
23	Fox Run Crossing/OH	Fox Run Crossing, LLC/614-396-3200	Y	50	50	11/21/2006	4/20/2007	NO
24	Frankfort Place/OH	Frankfort Place LP/614-396-3200	Y	20	20	12/31/2004	11/1/2005	NO
25	Grace Meadows/OH	Grace Meadows LP/614-396-3200	Y	40	40	8/8/2008	7/14/2009	NO
26	Hampton Pointe/MI	Hampton Pointe, LLC/614-396-3200	Y	24	24	6/24/2008	11/12/2009	NO
27	Heathermoor/WV	Heathermoor LP/614-396-3200	Y	50	49	12/8/2003	12/19/2003	NO
28	Heathermoor II/WV	Heathermoor II LP/614-396-3200	Y	32	32	12/15/2005	9/24/2008	NO
29	Heritage Greene/OH	Woda Heritage Greene, LLC/614-396-3200	Y	50	50	10/4/2006	4/20/2007	NO
30	Heritage House/WV	Heritage House LP/614-396-3200	Y	50	50	12/30/2004	11/15/2006	NO
31	Hickory Meadow/PA	Hickory Meadow, LLC/614-396-3200	Y	51	51	12/28/2007	6/30/2008	NO
32	Ivy Glen/OH	Woda Ivy Glen LP/614-396-3200	Y	60	54	12/30/2002	9/3/2003	NO
33	Jamestown Place/OH	Jamestown Place LP/614-396-3200	Y	24	24	12/14/2001	9/27/2004	NO
34	Kensington Greene/OH	Kensington Greene LP/614-396-3200	Y	41	41	12/1/2001	2/26/2003	NO
35	Lanning House/OH	Lanning House LP/614-396-3200	Y	30	30	12/31/2000	6/23/2003	NO
36	Laurel Greene/OH	Laurel Greene, LLC/614-396-3200	Y	40	32	8/31/2004	8/29/2005	NO
37	Laurelhurst/OH	Laurelhurst, LLC/614-396-3200	Y	44	35	12/31/2003	7/23/2004	NO
38	Leewood Place/OH	Leewood Place, LLC/614-396-3200	Y	40	32	12/1/2003	3/1/2005	NO
39	Lockwood Greene/OH	Lockwood Housing, LLC/614-396-3200	Y	26	26	11/30/2007	2/17/2009	NO
40	Lockwood Station/OH	Lockwood Housing, LLC/614-396-3200	Y	6	6	12/26/2007	12/2/2008	NO

* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8602 (per entity/development) for a total of 6.

1st PAGE
TOTAL: 1,553 1,491
 LIHTC as % of
 96% **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)
46	Luke's Crossing/OH	Luke's Crossing LP/614-396-3200	Y	40	40	11/10/2008	1/29/2010	NO
47	Meadow Glen/OH	Woda Meadow Glen LP/614-396-3200	Y	50	42	12/31/2004	10/12/2006	NO
48	Meridian Greene/OH	Meridian Greene, LLC/614-396-3200	Y	66	66	12/28/2005	3/1/2007	NO
49	Meridian Greene II/OH	Meridian Greene II, LLC/614-396-3200	Y	40	40	12/27/2007	7/17/2008	NO
50	Muirwood Greene/WV	Muirwood Greene LP/614-396-3200	Y	50	50	4/30/2004	12/9/2004	NO
51	Nantucket Greene/OH	Nantucket Greene LP/614-396-3200	Y	40	32	9/30/2002	5/22/2003	NO
52	Norwood Greene/OH	Norwood Greene, LLC/614-396-3200	Y	40	40	11/25/2008	11/18/2009	NO
53	Oakmont Greene II/WV	Oakmont Greene II, LLC/614-396-3200	Y	50	50	12/23/2005	12/7/2007	NO
54	Paigelynn Place/OH	Paigelynn Place, LLC/614-396-3200	Y	60	60	10/21/2005	12/21/2007	NO
55	Paint Landing/KY	Paint Landing, LLC/614-396-3200	Y	24	24	12/28/2007	6/3/2008	NO
56	Paint Lick Station/KY	Paint Lick Station, LLC/614-396-3200	Y	24	24	12/28/2007	6/3/2008	NO
57	Patrick Place/OH	Patrick Place LP/614-396-3200	Y	24	24	9/1/2005	3/20/2007	NO
58	Pembrook Greene/OH	Pembrook Greene, LLC/614-396-3200	Y	18	18	12/12/2008	7/30/2009	NO
59	Providence Greene/WV	Providence Greene, LLC/614-396-3200	Y	50	50	12/29/2005	12/4/2007	NO
60	Providence Greene II/WV	Providence Greene II, LLC/614-396-3200	Y	50	50	11/27/2006	12/3/2008	NO
61	Quail Meadow/OH	Woda Quail Meadow, LLC/614-396-3200	Y	50	50	12/19/2006	4/17/2007	NO
62	Riverbirch Greene/OH	Riverbirch Greene, LLC/614-396-3200	Y	60	51	12/29/2004	6/10/2005	NO
63	Riverview Place/OH	Riverview Place LP/614-396-3200	Y	33	33	12/31/2003	6/10/2005	NO
64	Russell's Place/OH	Russell's Place, LLC/614-396-3200	Y	32	32	12/29/2006	6/18/2007	NO
65	Sawgrass Greene/KY	Sawgrass Greene, LLC/614-396-3200	Y	54	54	12/22/2005	2/8/2007	NO
66	Stoney Ridge/OH	Cadiz Homes LP/614-396-3200	Y	28	28	11/28/2003	7/14/2004	NO
67	Stableford Crossing/OH	Stableford Crossing, LLC/614-396-3200	Y	18	18	10/2/2008	8/4/2009	NO
68	Tibbits Greene/MI	Tibbits Greene, LLC/614-396-3200	Y	24	24	12/21/2007	9/28/2009	NO
69	Tremont Greene/OH	Tremont Greene, LLC/614-396-3200	Y	40	34	12/28/2004	9/22/2005	NO
70	Troon Crossing/OH	Troon Crossing, LLC/614-396-3200	Y	60	60	12/29/2006	4/26/2007	NO
71	Valley Greene/OH	Ohio Valley Housing, LLC/614-396-3200	Y	24	24	8/31/2007	11/19/2008	NO
72	Valley View/TN	Valley View LP/614-396-3200	Y	64	64	12/4/2003	4/18/2005	NO
73	Victoria Place/OH	Victoria Place LP/614-396-3200	Y	30	30	12/31/2003	7/8/2004	NO
74	Victory Place/WV	Victory Place, LLC/614-396-3200	Y	50	50	12/29/2005	11/13/2007	NO
75	Webster Glen/OH	Woda Adams County Housing, LLC/614-396-3200	Y	12	12	11/9/2007	9/30/2009	NO
76	Webster Greene/OH	Woda Adams County Housing, LLC/614-396-3200	Y	36	36	9/1/2007	9/30/2009	NO
77	Wellington Place/OH	Woda Wellington LP/614-396-3200	Y	34	26	10/31/2003	5/19/2003	NO
78	Wesley Yard/OH	Wesley Yard, LLC/614-396-3200	Y	46	46	12/15/2008	10/16/2009	NO
79	Whitman Crossing/MI	Whitman Crossing, LLC/614-396-3200	Y	24	24	12/21/2007	12/29/2008	NO
80	Yellowbud Place/WV	Yellowbud Place, LLC/614-396-3200	Y	50	49	12/8/2003	12/19/2003	NO
81	Zachary's Crossing/OH	Zachary's Crossing, LLC/614-396-3200	Y	40	40	12/15/2005	4/10/2006	NO
82	Ardmore Crossing/OH	Ardmore Crossing, LLC/614-396-3200	Y	50	50	10/9/2009	8/17/2010	NO
83	Connolly Park/PA	Connolly Park, LLC/614-396-3200	Y	32	32	10/7/2010	6/11/2010	NO
84	Fairway Crossing/OH	Fairway Crossing LP/614-396-3200	Y	36	36	11/27/2009	2/4/2011	NO
85	Forest Edge/OH	Forest Edge, LLC/614-396-3200	Y	36	36	7/29/2009	8/16/2010	NO
86	Gables at Countryside Lane II/OH	Gables at Countryside Lane II, LLC/614-396-3200	Y	24	24	8/28/2006	4/17/2007	NO
87	Hallet Crossing/MI	Hallet Crossing, LLC/614-396-3200	Y	24	24	11/19/2008	10/7/2010	NO
88	Orchard Glen/OH	Orchard Glen, LLC/614-396-3200	Y	32	32	9/30/2009	9/23/2010	NO
89	Ridgewood Greene/OH	Ridgewood Greene, LLC/614-396-3200	Y	40	40	11/11/2008	5/7/2010	NO
90	Sycamore House/MI	Sycamore House LDHA LP/614-396-3200	Y	40	36	12/22/2009	12/13/2011	NO
91	Madison Grove/PA	Madison Grove, LLC/614-396-3200	Y	50	50	7/24/2010	3/25/2011	NO
92	Sky Meadows/OH	Sky Meadows, LLC/614-396-3200	Y	40	40	10/26/2009	9/9/2010	NO
93	Woda Old Hickory/OH	Woda Old Hickory LP/614-396-3200	Y	36	36	11/16/2010	3/7/2012	NO
94	Honeybrook Greene/OH	Honeybrook Greene LP/614-396-3200	Y	40	40	11/19/2010	3/25/2011	NO
95	Preston's Crossing/OH	Preston's Crossing LP/614-396-3200	Y	24	24	12/27/2010	5/12/2011	NO
96	Lightner Greene/PA	Lightner Greene, LLC/614-396-3200	Y	50	50	12/17/2010	8/10/2011	NO
97	Raystown Crossing/PA	Raystown Crossing LP/614-396-3200	Y	50	50	12/29/2010	8/11/2011	NO
98	Cumberland Meadows/MD	Cumberland Meadows LP/614-396-3200	Y	64	64	9/20/2011	10/4/2012	NO
99	Penn Square/MD	Penn North Partners LLP/614-396-3200	Y	79	79	3/14/2011	7/24/2012	NO
100	Braddock's Greene/MD	Braddock's Greene, LLC/614-396-3200	Y	50	50	12/31/2010	3/21/2012	NO

2nd PAGE TOTAL: 2,232 2,188

GRAND TOTAL: 3,785 3,679

LIHTC as % of Total Unit 97%

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)
101	Brentwood Greene/IN	Brentwood Greene, LLC/614-396-3200	Y	60	60	9/16/2010	8/29/2011	NO
102	Crowfield Greene/SC	Crowfield Greene LP/614-396-3200	Y	42	42	12/29/2010	2/24/2011	NO
103	Jenny Greene/SC	Jenny Greene LP/614-396-3200	Y	50	50	12/13/2010	2/24/2011	NO
104	Patterson Crossing/MI	Patterson Crossing LDHA LP/614-396-3200	Y	56	56	9/30/2010	8/9/2012	NO
105	Monarch Greene/OH	Monarch Greene LP/614-396-3200	Y	44	44	12/20/2011	5/1/2012	NO
106	Richwood Greene/OH	Richwood Greene LP/614-396-3200	Y	42	42	12/30/2011	12/19/2012	NO
107	Wayne Crossing/OH	Wayne Crossing LP/614-396-3200	Y	48	48	10/24/2011	3/23/2012	NO
108	Pheasant Ridge/OH	Pheasant Ridge LP/614-396-3200	Y	24	24	11/10/2011	4/13/2012	NO
109	Hattie Greene/OH	Hattie Greene LP/614-396-3200	Y	27	27	6/9/2011	5/1/2012	NO
110	Frontier Run/OH	Frontier Run, LLC/614-396-3200	Y	16	16	8/4/2010	9/7/2011	NO
111	Jeremy Park/OH	Jeremy Park, LLC/614-396-3200	Y	36	36	9/1/2010	8/31/2011	NO
112	Joshua Landings/OH	Joshua Landings, LLC/614-396-3200	Y	40	40	11/1/2010	8/31/2011	NO
113	Moccasin Run/OH	Moccasin Run, LLC/614-396-3200	Y	36	36	11/4/2010	9/7/2011	NO
114	Mallory Meadows/OH	Mallory Meadows, LLC/614-396-3200	Y	24	24	8/12/2010	8/30/2011	NO
115	Ursula Park/OH	Ursula Park, LLC/614-396-3200	Y	36	36	10/20/2010	9/7/2011	NO
116	Mason Greene/KY	Mason Greene LP/614-396-3200	Y	68	68	6/6/2011	11/16/2011	NO
117	Drake Crossing/PA	Drake Crossing LP/614-396-3200	Y	30	30	10/3/2011	9/6/2012	NO
118	Woda Pinecrest Greene/SC	Woda Pinecrest Greene LP/614-396-3200	Y	44	44	3/25/2011	6/30/2011	NO
119	McCalla Greene/MI	McCalla Greene, LLC/614-396-3200	Y	32	32	11/30/2010	6/8/2012	NO
120	Sustainable Fellwood II/GA	Sustainable Fellwood II LP/614-396-3200	Y	110	110	12/23/2011	8/17/2012	NO
121	Belle Prairie/OH	Belle Prairie LP/614-396-3200	Y	40	40	8/13/2012	1/15/2013	NO
122	Sterling Greene/TN	Sterling Greene LP/614-396-3200	Y	48	48	7/23/2012	12/21/2012	NO
123	Sustainable Fellwood III/GA	Sustainable Fellwood III LP/614-396-3200	Y	100	100	12/27/2011	11/15/2012	NO
124	City View Place/VA	City View Place LP/614-396-3200	Y	32	32	10/17/2012	5/28/2013	NO
125	Rosewood Manor/OH	Rosewood Manor LP/614-396-3200	Y	24	24	11/9/2007	11/9/2007	NO
126	Quaker Meadow/PA	Quaker Meadow, LLC/614-396-3200	Y	40	40	9/30/2011	5/9/2012	NO
127	Windjammer Greene/MI	Windjammer Greene LDHA LP/614-396-3200	Y	24	24	12/5/2012	11/18/2013	NO
128	Wood Creek/MI	Wood Creek LDHA LP/614-396-3200	Y	32	32	12/28/2012	11/18/2013	NO
129	Koehler Crossing/MI	Koehler Crossing LDHA LP/614-396-3200	Y	28	28	6/25/2012	3/29/2013	NO
130	Livingston Greene/MI	Livingston Greene LDHA LP/614-396-3200	Y	32	32	8/21/2012	6/6/2013	NO
131	Oak Hollow/SC	Woda Oak Hollow LP/614-396-3200	Y	44	44	5/25/2012	2/8/2013	NO
132	Anderson Crossing/IN	Anderson Crossing LP/614-396-3200	Y	92	92	11/13/2012	7/26/2013	NO
133	Woda Autumn Run/OH	Woda Autumn Run LP/614-396-3200	Y	38	38	11/30/2012	4/10/2013	NO
134	Woda Raceland Meadows/KY	Woda Raceland Meadows LP/614-396-3200	Y	32	32	3/4/2013	6/28/2013	NO
135	Chestnut Greene/KY	Chestnut Greene LP/614-396-3200	Y	24	24	1/31/2013	6/19/2013	NO
136	Pennington Crossing/TN	Pennington Crossing LP/614-396-3200	Y	48	48	12/10/2013	12/31/2013	NO
137	Xena Place/OH	Xena Place LP/614-396-3200	Y	40	40	12/13/2012	6/3/2013	NO
138	Junction City Associates/OH	Junction City Associates LP/614-396-3200	Y	24	24	1/1/2013	6/3/2013	NO
139	Crawford Place/OH	Crawford Place LP/614-396-3200	Y	30	30	1/1/2013	6/3/2013	NO
140	Clough Commons/OH	Clough Commons LP/614-396-3200	Y	46	46	11/21/2012	6/3/2013	NO
141	Schoenbrunn Greene/OH	Schoenbrunn Greene LP/614-396-3200	Y	40	40	6/1/2013	1/15/2014	NO
142	Hayden Senior Housing/OH	Hayden Senior Housing LP/614-396-3200	Y	44	44	12/31/2013	9/10/2014	NO
143	Heatty Crossing/OH	Heatty Crossing LP/614-396-3200	Y	32	32	12/31/2013	10/23/2014	NO
144	The Lofts at Court and Main/OH	The Lofts at Court and Main LP/614-396-3200	Y	31	31	3/22/2013	7/16/2013	NO
145	Glen Abbey Crossing/KY	Glen Abbey Crossing LP/614-396-3200	Y	24	24	7/31/2013	1/16/2014	NO
146	Saluda Commons/SC	Edgefield Greene LP/614-396-3200	Y	40	40	5/13/2014	11/20/2014	NO
147	Washington School/OH	Washington School LP/614-396-3200	Y	42	42	8/31/2014	9/22/2015	NO
148	Jacob's Crossing/OH	Jacob's Crossing LP/614-396-3200	Y	42	42	12/1/2013	4/9/2014	NO
149	Alston Park/OH	Alston Park LP/614-396-3200	Y	39	39	9/30/2013	12/2/2015	NO
150	Chelsea Greene/WV	Chelsea Greene LP/614-396-3200	Y	32	32	9/23/2013	5/19/2015	NO
151	Oak Valley Gardens/WV	Oak Valley Gardens LP/614-396-3200	Y	28	28	12/29/2014	5/19/2015	NO
152	New Forge Crossing/PA	New Forge Crossing LP/614-396-3200	Y	60	60	6/26/2014	10/28/2015	NO
153	Meyers Greene/PA	Meyers Greene LP/614-396-3200	Y	52	52	1/13/2014	3/30/2014	NO
154	Lloyd House/MI	Lloyd House LDHA LP/614-396-3200	Y	44	44	12/26/2013	9/15/2015	NO
155	Barton Greene/TN	Barton Greene LP/614-396-3200	Y	50	50	12/30/2013	6/3/2014	NO

3rd PAGE TOTAL: 2,283 2,283

GRAND TOTAL: 6,068 5,962

LIHTC as % of Total Unit 98%

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)
156	Dutch Ridge/WV	Dutch Ridge LP/614-396-3200	Y	24	24	6/30/2013	12/11/2013	NO
157	Armenian Place/PA	Armenian Place LP/614-396-3200	Y	50	50	12/31/2013	4/10/2015	NO
158	Columbus School/MD	Columbus School LP/614-396-3200	Y	49	49	6/20/2014	11/16/2015	NO
159	Hilton-North Avenue/MD	Hilton-North Avenue LP/614-396-3200	Y	63	63	9/19/2013	7/21/2015	NO
160	Prescott Greene/IN	Prescott Greene LP/614-396-3200	Y	32	32	5/29/2013	6/17/2014	NO
161	Manistee Place/MI	Manistee Place LDHA LP/614-396-3200	Y	46	46	11/21/2013	9/24/2014	NO
162	Bridgeview Greene/MI	Bridgeview Greene LDHA LP/614-396-3200	Y	40	40	4/23/2013	11/18/2013	NO
163	Charters Cove/MI	Charters Cove LP/614-396-3200	Y	24	24	8/30/2012	11/18/2013	NO
164	Cheboygan Shores/MI	Cheboygan Shores LDHA LP/614-396-3200	Y	24	24	4/23/2012	11/18/2013	NO
165	Crooked River/MI	Crooked River LDHA LP/614-396-3200	Y	16	16	10/31/2012	1/9/2014	NO
166	Olde Mill/MI	Olde Mill LDHA LP/614-396-3200	Y	24	24	9/25/2012	1/9/2014	NO
167	Harmony Greene/GA	Harmony Greene LP/614-396-3200	Y	50	50	10/11/2012	5/6/2013	NO
168	Liberty Pointe/VA	Liberty Pointe LP/614-396-3200	Y	48	48	12/18/2015	5/31/2016	NO
169	Bailey Court/VA	Bailey Court LP/614-396-3200	Y	32	32	12/27/2016	4/12/2018	NO
170	Brennan Pointe/VA	Brennan Pointe LP/614-396-3200	Y	44	44	12/31/2016	12/20/2017	NO
171	The Banks at Berkeley/VA	The Banks at Berkeley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	NO
172	Woda Bell Diamond Manor /VA	Woda Bell Diamond Manor, LLC/614-396-3200	Y	128	128	12/27/2017	TBD	NO
173	Brennan Pointe II/VA	Brennan Pointe II LP/614-396-3200	Y	43	43	TBD	TBD	NO
174	The Banks at Berkeley/VA	The Banks at Berkeley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	NO
175	Seaborn Greene/SC	Seaborn Greene LP/614-396-3200	Y	40	40	6/26/2015	12/7/2015	NO
176	Butler Crossing/SC	Butler Crossing LP/614-396-3200	Y	40	40	3/31/2016	11/17/2016	NO
177	Majors Crossing/OH	Majors Crossing LP/614-396-3200	Y	40	40	11/23/2015	6/29/2016	NO
178	Northside Drive Apartments/TN	Northside Drive Apartments LP/614-396-3200	Y	40	40	9/18/2015	12/21/2015	NO
179	Capital Greene/WV	Capital Greene LP/614-396-3200	Y	40	40	10/30/2015	12/21/2016	NO
180	Tooley Place/NC	Tooley Place, LLC/614-396-3200	Y	36	36	9/11/2015	6/2/2016	NO
181	Viewmont Square Court/NC	Viewmont Square Court, LLC/614-396-3200	Y	50	50	12/30/2015	5/13/2016	NO
182	Brookside Commons/MI	Brookside Commons LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	NO
183	Woda Boardman Lake/MI	Woda Boardman Lake LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	NO
184	Greensburg Manor/OH	Greensburg Manor LP/614-396-3200	Y	50	50	10/27/2016	6/14/2017	NO
185	Willoughbeach Terrace/OH	Willoughbeach Terrace LP/614-396-3200	Y	50	50	9/30/2016	6/12/2017	NO
186	Fayette Landing/OH	Fayette Landing LP/614-396-3200	Y	36	36	11/30/2016	2/2/2018	NO
187	Oliver Crossing/TN	Oliver Crossing LP/614-396-3200	Y	24	24	11/21/2016	1/26/2017	NO
188	LaBelle Greene/WV	LaBelle Greene LP/614-396-3200	Y	40	40	12/29/2016	11/20/2017	NO
189	McCormick Greene/WV	McCormick Greene LP/614-396-3200	Y	24	24	9/20/2016	11/3/2017	NO
190	Woodyard Greene/WV	Woodyard Greene LP/614-396-3200	Y	30	30	8/24/2016	12/14/2017	NO
191	Pringle House/WV	Pringle House LP/614-396-3200	Y	40	40	9/16/2015	12/21/2016	NO
192	Bayridge Greene/WV	Bayridge Greene LP/614-396-3200	Y	40	40	8/25/2015	12/21/2016	NO
193	Pebblecreek Crossing/KY	Pebblecreek Crossing LP/396-3200	Y	48	48	2/6/2017	6/13/2017	NO
194	Breas Crossing/KY	Breas Crossing LP/614-396-3200	Y	44	44	10/27/2016	4/17/2017	NO
195	Dawn Ridge/PA	Dawn Ridge LP/614-396-3200	Y	58	58	12/18/2015	10/26/2017	NO
196	Mary Harvin Center/MD	Mary Harvin Center LP/614-396-3200	Y	61	61	1/20/2016	5/11/2017	NO
197	Freedman Point/VA	Freedman Point LP/614-396-3200	Y	68	68	TBD	TBD	NO
198	Hiawatha Apartments/MI	Hiawatha Apartments LDHA LP/614-396-3200	Y	32	32	12/23/2015	4/21/2017	NO
199	Boynton Village/GA	Boynton Village LP/614-396-3200	Y	43	43	10/15/2015	7/11/2016	NO
200	Silver Lakes/GA	Silver Lakes LP/614-396-3200	Y	44	44	9/9/2016	9/14/2017	NO
201	Everts Hill/OH	Everts Hill LP/614-396-3200	Y	49	49	12/27/2017	1/17/2019	NO
202	Emerald Gardens/WV	Emerald Gardens LP/614-396-3200	Y	42	42	12/15/2017	11/30/2018	NO
203	Terrapin Park/WV	Terrapin Park Assoc. LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	NO
204	Tristan Ridge/KY	Tristan Ridge LP/614-396-3200	Y	44	44	12/22/2017	6/25/2018	NO
205	Nelsonville School Commons/OH	Nelsonville School Commons LP/614-396-3200	Y	33	33	12/5/2017	11/9/2018	NO
206	ATZ Place/IN	ATZ Place LP/614-396-3200	Y	38	38	9/27/2017	8/16/2018	NO
207	Parrish Greene/SC	Parrish Greene LP/614-396-3200	Y	28	28	7/28/2017	2/9/2018	NO
208	Enchanted Glen/MI	Enchanted Glen LDHA LP/614-396-3200	Y	36	36	2/7/2017	5/21/2018	NO
209	Penn Square II/MD	Penn Square II LP/614-396-3200	Y	61	61	10/9/2015	8/5/2016	NO
210	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	NO

4th PAGE TOTAL: 2,469 2,469
 GRAND TOTAL: 8,537 8,431

LIHTC as % of
 99% Total Unit

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)
211	Wheatland Crossing/OH	Wheatland Crossing LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	NO
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5th PAGE TOTAL: 42 42

GRAND TOTAL: 8,579 8,473

LIHTC as % of
99% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Holley Pointe
 Name of Applicant: Holley Pointe Limited Partnership

INSTRUCTIONS:

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

Principal's Name: Bay Aging 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	Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	N
2	Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	N
3	The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	N
4	Academy Apartments/West Point, Virginia	Village Green VA LLC (704-357-6000)	N	32	32	TBD	TBD	N
5	Village Green/Gloucester, Virginia	Village Green VA LLC (704-357-6000)	N	32	32	TBD	TBD	N
6	Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/2018	TBD	N
7	Bermuda Crossing/Chesterfield County, Virginia	Bermuda Crossing VA LLC (704-357-6000)	N	80	80	Credits Returned	Credits Returned	N
8	Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	TBD	TBD	N
9	Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	TBD	TBD	N
10	Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	TBD	TBD	N
11	Daffodil Gardens Phase Two/Gloucester, Virginia	Daffodil Gardens Phase Two, LLC (804-695-9294)	N	40	40	TBD	TBD	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
TOTAL: 585 585 100% **LIHTC as % of Total Units**
 v.01.01.19

ADD ADDITIONAL PROPERTIES USING NEXT TAB

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: 585 585

LIHTC as % of 100% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Holley Pointe
 Name of Applicant: Holley Pointe Limited Partnership

INSTRUCTIONS:

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

Principal's Name: Kathy E. Vesley-Massey 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	Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	N
2	Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	N
3	The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	N
4	Academy Apartments/West Point, Virginia	Village Green VA LLC (704-357-6000)	N	32	32	TBD	TBD	N
5	Village Green/Gloucester, Virginia	Village Green VA LLC (704-357-6000)	N	32	32	TBD	TBD	N
6	Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/2018	TBD	N
7	Bermuda Crossing/Chesterfield County, Virginia	Bermuda Crossing VA LLC (704-357-6000)	N	80	80	Credits Returned	Credits Returned	N
8	Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	TBD	TBD	N
9	Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	TBD	TBD	N
10	Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	TBD	TBD	N
11	Daffodil Gardens Phase Two/Gloucester, Virginia	Daffodil Gardens Phase Two, LLC (804-695-9294)	N	40	40	TBD	TBD	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
 TOTAL: 585 585

LIHTC as % of
 100% **Total Units**
 v.01.01.19

ADD ADDITIONAL PROPERTIES USING NEXT TAB

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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			GRAND TOTAL:	585	585			LIHTC as % of 100% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Holley Pointe
 Name of Applicant: Holley Pointe Limited Partnership

INSTRUCTIONS:

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

Principal's Name: Stanley Clarke Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
Y or N

Development #	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	Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	N
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5	Village Green/Gloucester, Virginia	Village Green VA LLC (704-357-6000)	N	32	32	TBD	TBD	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
 TOTAL: 585 585

LIHTC as % of
 100% **Total Units**
 v.01.01.19

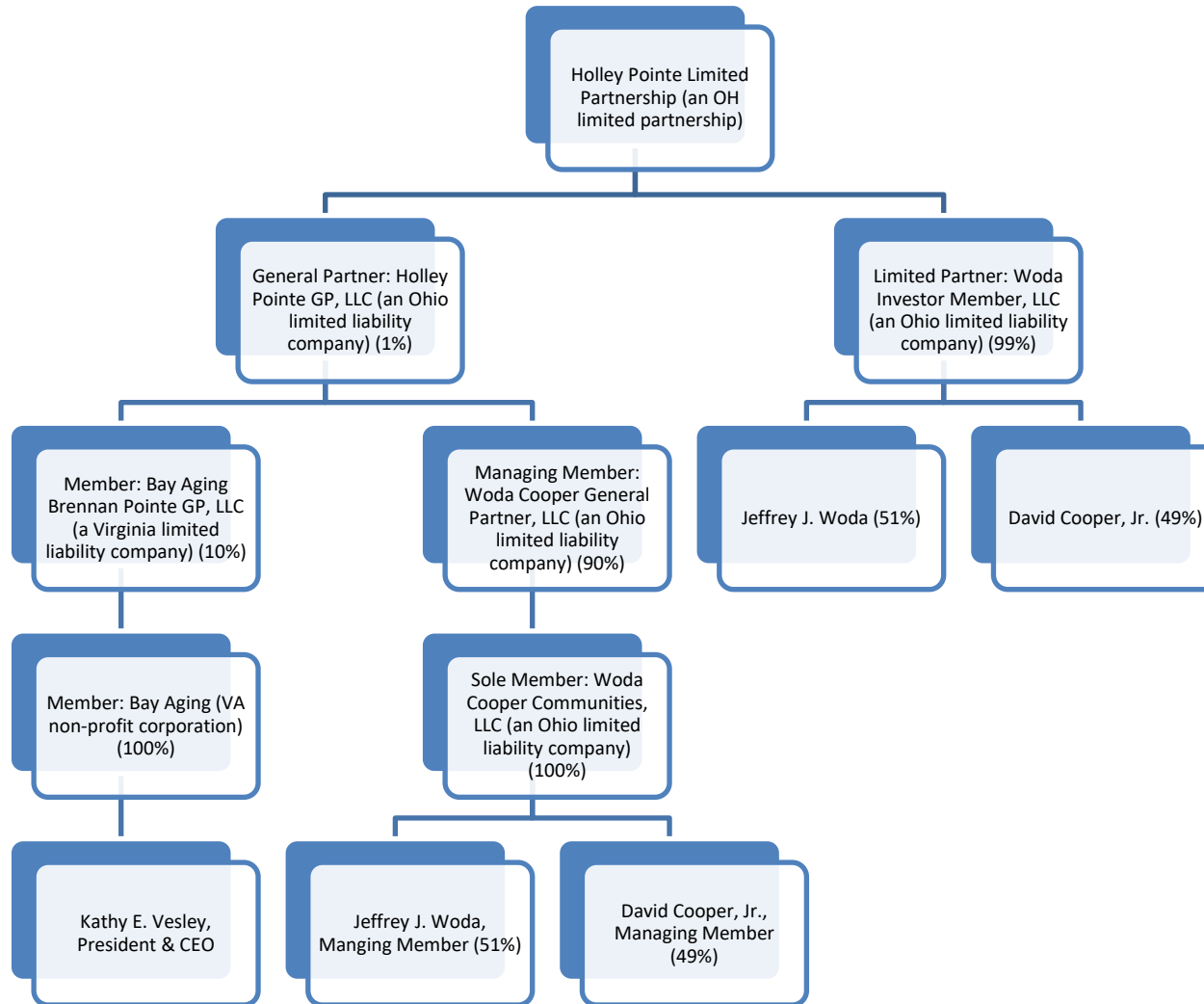
ADD ADDITIONAL PROPERTIES USING NEXT TAB

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:	585	585			LIHTC as % of 100% Total Unit

Holley Pointe Limited Partnership

Organizational Chart



E

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

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“**Agreement**”) is made and entered into this 13th day of March 2019, by and between **Portsmouth Redevelopment & Housing Authority**, whose tax mailing address is 3116 South Street, Portsmouth, Virginia 23707 (hereinafter referred to as the “**Seller**”), and **Holley Pointe Limited Partnership** whose tax mailing address is 500 S. Front Street, 10th Floor, Columbus, Ohio 43215 (hereinafter referred to as the “**Buyer**”); and

WHEREAS, Seller is the owner of certain real estate parcels consisting of 1.88 +/- acres more or less; with the county assigned parcel identification number of 00490270, approximately located at 818 County Street, Portsmouth, Virginia 23704; and as generally depicted on Exhibit A attached hereto (the “**Property**”), and

WHEREAS, the Seller desires to sell the Property and the Buyer desires to purchase the Property upon and subject to the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the sum of Ten Thousand Dollars and no/100 (\$10,000) (the “**Initial Earnest Payment**”). The Initial Earnest Payment becomes non-refundable on July 1, 2019. Both the Initial Earnest Payment and any subsequent earnest payments shall be applicable to the Purchase Price at Closing; the receipt and the sufficiency of which are hereby acknowledged, and for the further consideration of the covenants and agreements set forth below, the parties agree as follows:

1. Seller shall sell and Buyer shall purchase the Property upon and subject to the terms and conditions of this Agreement.
2. The purchase price for the Property shall be for Three Hundred Thousand Dollars and no/100 (\$300,000.00) (the “**Purchase Price**”).
3. Buyer shall deposit with Star Title Agency, LLC (500 South Front Street, Suite 250, Columbus, Ohio 43215; Attn: Jim Saad), the Initial Earnest Payment within five (5) business days of the full execution of this Agreement. The Initial Earnest Payment will be credited towards the Purchase Price.
4. At Closing, Buyer shall pay Purchase Price as follows: Buyer shall pay to Seller in cash the balance of the Purchase Price that is due after deducting the amount of the Earnest Deposits which will be released to Seller if not previously released. At Closing, Seller shall deliver a transferable, recordable, Special Warranty deed to Buyer, or its assignee. The Special Warranty deed shall be prepared by Seller. Closing shall occur on or before January 10, 2020.
5. Providing Buyer has not received Building Permits by December 20, 2019, Buyer may extend this Purchase Agreement to May 30, 2020. Buyer shall notify Seller on or before December 20, 2019 and deliver to Seller an additional earnest payment of Ten Thousand Dollars and no/100 (\$10,000.00) (“**Subsequent Earnest Deposit**”). All

additional Subsequent Earnest Deposit payments shall be non-refundable and credited to the Purchase Price at Closing.

6. Title to the Property shall be free and clear of all liens and encumbrances other than those that do not unreasonably interfere with Buyer's intended development of the Property, as determined by Buyer in its sole discretion. Buyer shall obtain a title insurance commitment for the Property and if any exception noted therein is unacceptable to Buyer, Buyer shall notify Seller in writing and Seller shall then have 30 calendar days from the notice date to cure such unacceptable exception. If Seller fails to cure such exception within such 30-day period and provide evidence to Buyer of such cure acceptable to Buyer, then Buyer shall have the right to terminate this Agreement by written notice to Seller and the Earnest Deposit shall be returned to Buyer. If Seller fails to cure an unacceptable exception within such thirty (30) day period, then provided that Seller is diligently pursuing a cure, the time period to cure such exception shall be extended as reasonably necessary to effectuate the cure, provided that Seller may not extend the Closing Date. Any encumbrances consented to by Buyer shall be "Permitted Encumbrances".
7. Buyer's obligation to purchase the property shall be subject to and contingent upon satisfaction to Buyer, at Buyer's sole cost and expense and in Buyer's sole discretion of the following contingencies specified below:
 - a. Buyer determining that it can obtain all governmental approvals necessary or desirable for the construction of the housing units and all related amenities on the Property.
 - b. Buyer determining that the Property is in compliance with the lender and investor environmental requirements.
 - c. Buyer completing due diligence on the site and market review to its satisfaction.
 - d. Buyer obtaining acceptable zoning approvals for the planned number of units and acceptable site plan approval by the appropriate government.
 - e. Buyer determining that development of Property for Buyer's intended use is economically feasible.
 - f. Buyer determining that the environmental remediation plan and costs associated with environmental reports are acceptable.
 - g. Buyer obtaining a commitment of Project-Based Vouchers from a qualified Public Housing Authority.
 - h. Buyer obtaining a final reservation of Section 42 tax credits from the Virginia Housing Development Authority ("VHDA").
8. If the contingencies in paragraph 7 above are not satisfied or waived by Buyer, then Buyer shall have sole and absolute right to terminate this Purchase Agreement by written notice to Seller. If Buyer does not obtain a final reservation of Section 42 tax

credits from the VHDA, Buyer shall terminate this Agreement within 10 business days from the date of notification from the VHDA or no later than June 22, 2019; whichever date comes first.

9. Seller's obligation to convey the property shall be contingent upon the satisfaction of the following conditions:
 - a. Seller shall have received a copy of Buyer's final and complete plans and specifications for the development of the Property (the "Approved Plans").
 - b. Buyer shall have, at its sole cost, obtained all necessary permits and approvals from the City of Portsmouth for the development of the Property in accordance with the Approved Plans.
 - c. Buyer shall have obtained commitments for sufficient debt and equity financing to develop the Property in accordance with the Approved Plans, and closing on such financing shall occur concurrently with closing hereunder.
 - e. Buyer shall have executed such restrictive covenants as may be required by VHDA to evidence Buyer's obligations to use the Property in accordance with the requirements of the low-income housing tax credit program, which restrictive covenants shall be recorded at closing.
10. The Seller shall not be obligated to close until all of the contingencies in paragraph 9 above are satisfied, unless waived by Seller.
11. It is understood and agreed that during the contract period for the Property, Buyer and its designees shall have the right to enter the Property to conduct environmental tests, soils tests, or any other such investigation as deemed necessary by Buyer all at Buyer's sole discretion and expense. Buyer will indemnify and hold harmless Seller from any claims, damages or causes of action which might occur as a result of Buyer's activities on the Property and Buyer shall restore the Property to the condition existing before said test or investigations were conducted.
12. Notices under this Agreement may be given by fax, mail, overnight mail, or personal delivery. Any notice that is actually received shall be effective regardless of the manner in which it is sent or delivered.
13. This Agreement shall be assignable by Buyer to an affiliate of Buyer without prior notice to or consent of Seller.
14. At Closing, Seller shall pay the cost of deed preparation. Seller agrees to provide Buyer the Special Warranty Deed with no encumbrances upon the real property except for Permitted Encumbrances. Buyer shall pay the cost of an owner's title insurance policy in the full amount of the Purchase Price. At Closing, the real estate taxes will be prorated. Seller and Buyer will each be responsible to pay one-half of all real estate transfer taxes. Seller and Buyer agree that the Closing or the purchase of the property and the title insurance for the transaction will be furnished through a title

agency of Buyers choice.


15. At Closing, Seller shall grant to Buyer any easements needed for access and/or utility service to the Property. Buyer shall pay all third-party costs of surveying, document preparation, legal description preparation, recording fees, etc. in connection with the creation and recordation of any such easements that are necessary. Any necessary easements will be placed in locations determined by Buyer's engineer subject to Seller's consent, with such consent not to be unreasonably withheld or delayed.
16. There are no real estate brokers associated with this transaction. Buyer and Seller agree to hold each other harmless and to defend each other against such claims for any commission by any real estate broker.
17. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY DOCUMENTS OR OTHER INFORMATION PERTAINING TO THE PROPERTY, THE STATUS OF ANY LITIGATION OR OTHER MATTER OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO BUYER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS".
18. The duration of this offer is open for acceptance until March 14, 2019 by 5:00 P.M.

[END OF DOCUMENT -SIGNATURE PAGE FOLLOWS]

Signature Page

Seller:

Portsmouth Redevelopment & Housing Authority

By:  _____

Its: Executive Director

By: _____

Its: _____

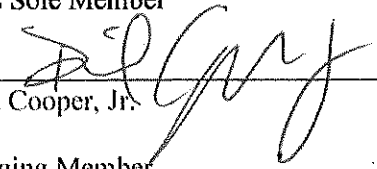
Buyer:

Holley Pointe Limited Partnership

By: Holley Pointe GP, LLC
An Ohio limited liability company
Its General Partner

By: Woda Cooper General Partner, LLC
An Ohio limited liability company
Its Managing Member

By: Woda Cooper Communities, LLC
An Ohio limited liability company
Its Sole Member

By:  _____
David Cooper, Jr.

Its: Managing Member

EXHIBIT A

Legal Description

Situated and being in the City of Portsmouth, Virginia and being more particularly described as follows:

Disposition Parcel 191 as shown on the "Resubdivision of Disposition Parcel 191, Crawford Urban Renewal Project for Portsmouth Redevelopment and Housing Authority" approved by the City of Portsmouth, Virginia on September 28, 2002 and recorded in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia on September 30, 2002 in Map Book 19, at page 60.


 >

[City's Home Page](#)

[Assessor Home](#)

REAL ESTATE ASSESSOR

801 Crawford Street, 2nd Floor

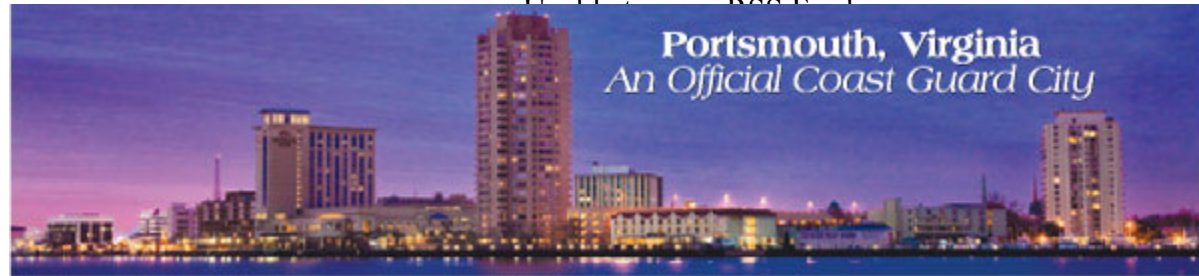
P.O. Box 820

Portsmouth, Virginia 23705

Telephone : (757) 393-8631

Fax: (757) 393-8177

assessor@portsmouthva.gov



**Real Estate Assessment Data & Tax Maps
Commercial / Exempt Commercial / Industrial**

[Click Here to Restart Your Search](#)

Print in landscape mode or select "Shrink to fit"

Search Results

Sales History for the past 5 years

There is no sales information available for this property for the past 5 years.

Assessment History for the past 3 years

Year	Land	Building	Total
2016	\$ 242,060	\$ 0	\$ 242,060
2017	\$ 242,060	\$ 0	\$ 242,060
2018	\$ 242,060	\$ 0	\$ 242,060

[Click here to View the 0049 Tax Map](#) [Click here for the Tax Map Legend](#)

[Click here to View the GIS Map of this property in a new window.](#)

General Information

Address:	818 COUNTY ST	Property Type:	EXEMPT COMMERCIAL
-----------------	---------------	-----------------------	-------------------

Zip Code:	237043342	Building Type:	UNKNOWN
Map & Parcel:	00490270	Land Assessment:	\$ 242,060
Zoning:	T5	Bldg Assessment:	\$
Neighborhood:	COMMERCIAL DISTRICT 2	Total Assessment:	\$ 242,060

Deed Information

Current:

Book:	1024	Deed Date:	05-26-89
Page:	0450	Sale Amount:	\$
Instrument #:			

Previous:

Book:	0994	Deed Date:	09-15-87
Page:	1567	Sale Amount:	\$
Instrument #:			

Land Information

Zoning:	T5	Acres:	1.882
Legal Description	DISPOSITION PARCEL 191		
Waterfront:	N	Lakefront:	N
Tidal Marsh:	N	Golf Course:	N
Sewer:	Y		

Structure Information

Number of Units:	0	Date Constructed:	
Exterior Finish:		Total Square Feet (All Bldgs):	0
# of Stories:	0	# of Bathrooms:	0
Remodeled:		# of Half Baths:	0
Heat Type:		Air Conditioning:	

Basement:		Accessory Structures:	N
Site Improvement:	N	More Specific Information:	See the Assessor's Office

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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: Holley Pointe

Address of Development: 818 County Street, Portsmouth, Virginia 23704

Name of Owner: Holley Pointe Limited Partnership

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:


Douglas E. Weatherby

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:

<u>60,282.17</u>	(A) Total gross floor area in (sq. ft.) for the entire development
<u>1,627.00</u>	- (B) Unheated floor area (breezeways, balconies, storage)
<u>0.00</u>	- (C) Nonresidential, (commercial income producing) area
<u>58,655.17</u>	= (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	0.00		0		0.00
2 Bedrooms Garden	1,099.22		40		43,968.68
3 Bedrooms Garden	1,468.65		10		14,686.49
4 Bedrooms Garden	0.00		0		0.00
2+ Story 2 BR Townhouse	0.00		0		0.00
2+ Story 3 BR Townhouse	0.00		0		0.00
2+ Story 4 BR Townhouse	0.00		0		0.00
Total			50	Total	58,655.17 **

* 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	2 BR - 1.5 Bath	792.71	34	26952.14
Mix 2	2 BR - 1.5 Bath	802.88	3	2408.64
Mix 3	2 BR - 1.5 Bath	807.63	3	2422.89
Mix 4	3 BR - 2 Bath	1043.13	10	10431.3
Mix 5				0
Mix 6				0
Mix 7				0
Mix 8				0
Mix 9				0
Mix 10				0
Mix 11				0
Mix 12				0
Mix 13				0
Mix 14				0
Mix 15				0
Mix 16				0
Mix 17				0
Mix 18				0
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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			50	42214.97

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

DEV Name: Holley Pointe

INITIALS 

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)
- TRUE 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
- TRUE r. Shelf or ledge outside each primary apartment entry door located in an interior hallway
- FALSE 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: Holley Pointe

INITIALS 

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

- X 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: Holley Pointe

INITIALS 

DEW D.E. Weatherby & Associates, Inc.

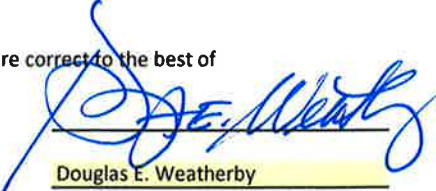
Architects • Planners • Consultants

4716 Knotty Knolls Drive, Gahanna, Ohio 43230-1117

Email: dweatherby@dewapc.com

Architect's Certification

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

Signed: 

Printed Name: Douglas E. Weatherby

Title: President, D.E. Weatherby & Assoc., Inc.

Virginia Registration #: 2716

Phone: (614) 371-3884

Date: 3/14/2019

NOTE TO ARCHITECT: If representaios 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: Holley Pointe

INITIALS 



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: 50

The total number of rental units in this development: 50

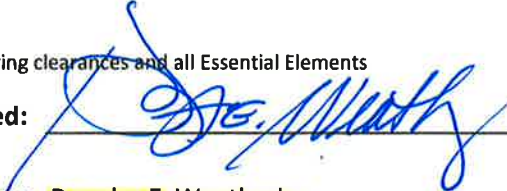
NOTE: For Elderly Developments, 100% of the units in the development must meet the Universal Design standards in order to qualify for points.

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: Douglas E. Weatherby
Architect of Record
(same individual as on page 7)

Date: 3/14/19

DEV Name: Holley Pointe

INITIALS 



Appendix F
RESNET Rater Certification of Development Plans

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP).

In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

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

In addition provide HERS rating documentation as specified in the manual

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

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

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

Additional Optional Certifications

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

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

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

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

Enterprise Green Communities - The 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:

Date: 3/13/19

Printed Name: Austin Walther

RESNET Rater

Resnet Provider Agency
Viridiant

Signature

Provider Contact and Phone/Email Sean Evensen-Shanley, sean.evensen-shanley@viridiant.org/804.212.1934

Home Energy Rating Certificate

Projected Report

Rating Date: 2019-03-13
 Registry ID: Unregistered
 Ekotrope ID: 0vQagnkv

HERS® Index Score:

69

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

Annual Savings

\$519

*Relative to an average U.S. home

Home:

818 County Street
 Portsmouth, VA 23704

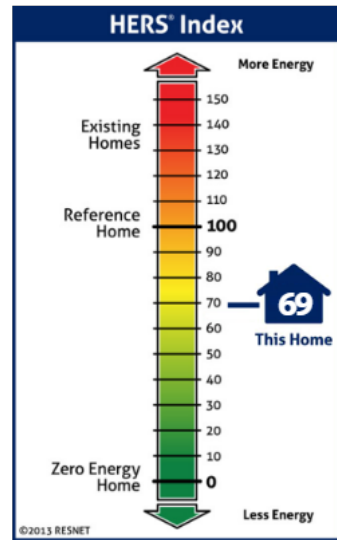
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	3.2
Cooling	1.9
Hot Water	5.5
Lights/Appliances	16.6
Service Charges	
Generation (e.g. Solar)	0.0
Total:	27.2

This home meets or exceeds the criteria of the following:

Energy Star v3



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2BR - top fl
Community:	Holley Pointe
Conditioned Floor Area:	934 sq. ft.
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	32.0 CFM • 249.0 Watts
Duct Leakage to Outside:	46.7 CFM25 (5 / 100 s.f.)
Above Grade Walls:	R-24
Ceiling:	Attic, R-38
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: Viridiant
 1431 W. Main Street, Richmond, VA 23220

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



Austin Walther, Certified Energy Rater
 Digitally signed: 3/13/19 at 11:32 AM



WODA COOPER COMPANIES

500 South Front St
10th Floor
Columbus, Ohio 43215

Office: 614.396.3200

www.wodagroup.com

To Whom it May Concern,

Please be advised that Holley Pointe will provide free individual Wi-Fi internet service for all units per the QAP and Tax Credit Manual for 8 points. The internet service provided will be 10 Mbps download and 3 Mbps upload.

Please see the following attached that will also be provided to residents:

- Resident Internet Education Information
- Draft Resident Acknowledgement Form
- Internet Security Plan

In addition, the development team will include the resident education and form in all resident files.

Sincerely,

Jeffrey J. Woda
President



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 passwords. 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 passwords written down where someone can find it.



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

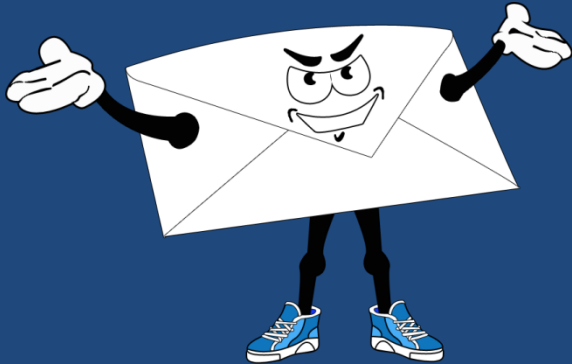
Spam



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 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.

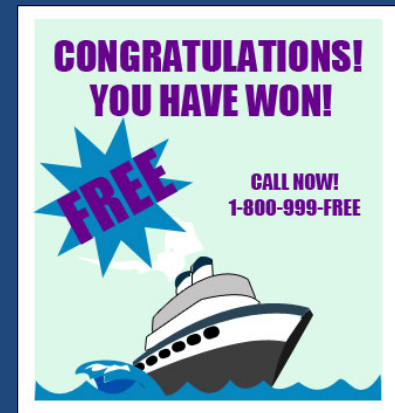
Adware

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.pctools.com/security-news/what-is-adware-and-spyware/>



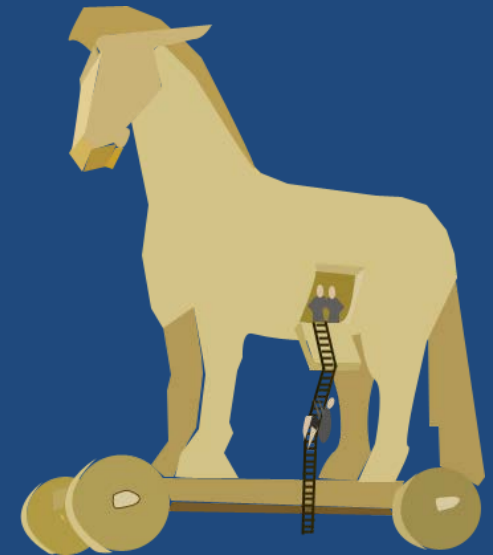
Trojan Horse

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.britannica.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.webopedia.com/DidYouKnow/Internet/virus.asp>



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.microsoft.com/security/pc-security/virus-whatis.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.

<http://www.nytimes.com/2010/08/12/technology/personaltech>



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://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

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



Resident Acknowledgement Form

I acknowledge that free individual Wi-Fi internet service will be provided at Holley Pointe. I have been provided a copy of the resident internet education information and internet security plan. I agree to use good judgement when using the free Wi-Fi internet service at Holley Pointe. I agree to avoid downloading questionable applications, and I agree to report any questionable applications links and emails. I have read the policy and rules above and I will abide by Holley Pointe’s internet usage policy.

Name: _____ Signature: _____ Date: _____

DRAFT

G

Zoning Certification Letter
(MANDATORY)



Zoning Certification

DATE: March 11, 2019

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

RE: ZONING CERTIFICATION

Name of Development: Holley Pointe

Name of Owner/Applicant: Holley Pointe Limited Partnership

Name of Seller/Current Owner: Portsmouth Redevelopment and Housing Authority

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

DEVELOPMENT DESCRIPTION:

Development Address:
818 County Street
Portsmouth, Virginia 23704

Legal Description:
Please See Attached.

Proposed Improvements:

- New Construction: 50 # Units 1 # Buildings 60,282.17 Total Floor Area Sq. Ft.
- Adaptive Reuse: # Units # Buildings Total Floor Area Sq. Ft.
- Rehabilitation: # Units # Buildings Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: Downtown D-1 in the T5 Sub-District allowing a density of 18 to 24 units per acre, and the following other applicable conditions: with a City Council and Planning Commission approved credit and waiver to allow an overall density of 31.4 units per acre.

Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following as appropriate:

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



Signature

Christopher Stubbs

Printed Name

Civil Engineer

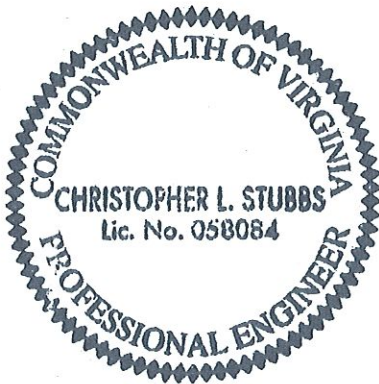
Title of Local Official or Civil Engineer

757-484-9670

Phone:

March 11, 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.

Legal Description

Situated and being in the City of Portsmouth, Virginia and being more particularly described as follows:

Disposition Parcel 191 as shown on the "Resubdivision of Disposition Parcel 191, Crawford Urban Renewal Project for Portsmouth Redevelopment and Housing Authority" approved by the City of Portsmouth, Virginia on September 28, 2002 and recorded in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia on September 30, 2002 in Map Book 19, at page 60.

H

Attorney's Opinion
(MANDATORY)

March 14, 2019

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

RE: 2019 Tax Credit Reservation Request

Name of Development: Holley Pointe

Name of Owner: Holley Pointe Limited Partnership

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

ATTORNEY'S OPINION LETTER, continued

6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.

7. The nonprofit organizations' ownership interest in the development is as described in 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.

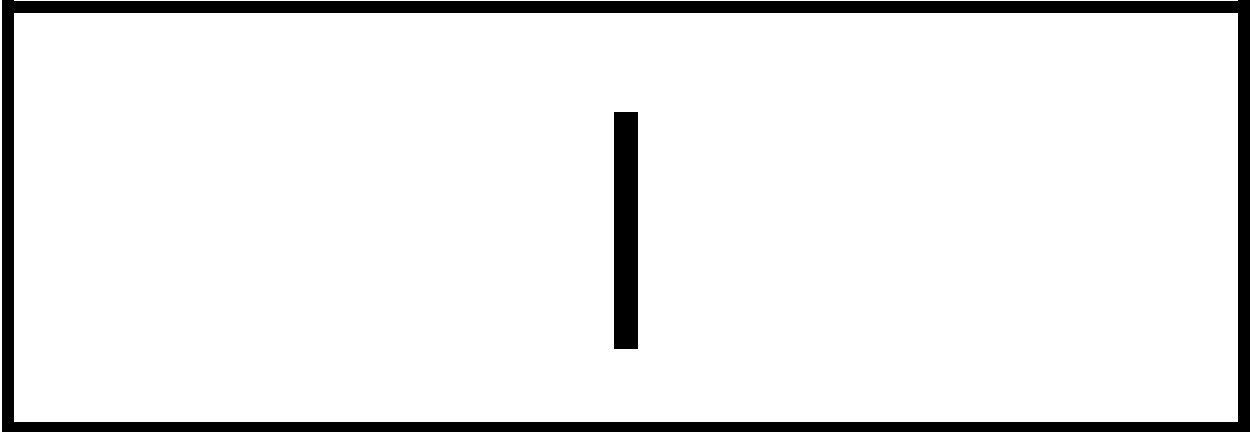
This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.

Reno & Cavanaugh, PLLC _____

Firm name

By:  _____

Its: Member _____



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: Holley Pointe
- b. Name of owner/applicant: Holley Pointe Limited Partnership
- c. Name of non-profit entity: Bay Aging
- d. Address of principal place of business of non-profit entity:
5306 Old Virginia Street (P.O. Box 610), Urbanna, VA 23175

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

Each of the programs operated by Bay Aging pays for a pro-rata share of office space from their own funding sources.

- 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); 6/26/1978
evidenced by the following documentation: Certificate of Incorporation issued by the Virginia State Corporation Commission.
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):
January 11, 1980
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):
Bay Aging's by-laws state, among other purposes, "to improve the quality of life in the communities served by the corporation by supporting the provision of... housing and housing support services that provide them with decent and affordable housing". The Articles of Incorporation state "supporting the provision of and fostering of...low-income and moderate-income housing housing, with housing support services, that is decent, safe, sanitary and affordable".
- i. Expected life (in years) of non-profit:
Perpetual

Non-profit Questionnaire, cont'd

- j. Explain the anticipated future activities of the non-profit over the next five years:
Bay Aging will continue to work at the community level to assure the delivery of efficient and appropriate services to people of all ages. It will continue to work to achieve the goal of helping people remain as independent as possible for as long as possible.

- 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.)?
101 How many part time, paid staff members? 169

Describe the duties of all staff members:

Staff duties vary greatly depending on which company Division or program. Divisions include Community Living Programs (Veterans Services, Senior Centers, Adult Day Care, Meals on Wheels, Care Coordination, Home Nursing Care, etc.), Bay Transit (demand response public transportation) and Bay Family Housing (affordable single family and multi-family housing production, management & resident service coordination).

- 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?
There are currently 1,194 active volunteers.

- 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 Community Living Programs (Older Americans Act, Medical Reimbursement, State of Virginia Special Appropriations); Bay Transit (Federal Transit Administration, Virginia Department of Rail & Public Transportation, Local Govt., Rider fares); Bay Family Housing (HUD Section 202, CDBG, HOME, Dept. of Energy, LIHEAP, VHDA SPARC, REACH & LIHTC, Southeast RCAP, Federal Home Loan Bank of Atlanta).

- o. List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:
Attached and available upon request.

2. Non-profit Formation

- a. Explain in detail the genesis of the formation of the non-profit:
The Northern Neck-Middle Peninsula Area Agency on Aging, Inc. and, subsequently, Chesapeake Bay Agency on Aging, Inc. (now Bay Aging) was organized in June, 1978, as a private, nonprofit tax-exempt organization serving the counties of Essex, King William, King & Queen, Middlesex, Gloucester, Mathews, Lancaster, Northumberland, Richmond and Westmoreland. In recent years, Bay Aging has expanded some services to cover the Hampton Roads, Portsmouth, Richmond and Fredericksburg regions and entire State of Virginia.

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:

Bay Aging was affiliated with a for-profit entity called Bay Custom Homes, Inc. The entity served as a general contractor specializing in single family modular homes. It was formed in 2004 and was dissolved in 2011 due to lack of profitability. Bay Aging also has a 10% capital interest in eight previously funded LIHTC developments (Warsaw Manor, Brennan Pointe I & II, The Benks at Berkeley, Academy Apartments, Village Green, Timberland Park, Bermuda Crossing, Freedman Point & Bickerstaff Crossing).

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.):

The non-profit has operated a variety of community-based, private and public grant-funded programs that achieve such goals as affordable housing production, management, and resident service coordination, public transportation and community-based supportive services. The non-profit also has a related non-profit called Bay Aging Foundation and Chesapeake Bay Housing, Inc., formerly Rappahannock Housing Services, Inc., currently a Virginia Department of Housing and Community Development-certified Community Housing Development Organization (CHDO).

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.

The non-profit has sponsored and developed and currently manages 10 HUD Section 202 apartment projects. Eight (8) single-purpose, non-stock owner corporations have been formed, per HUD requirements, and this non-profit does not own stock in any of them but many of the non-profit's Directors serve on the single-purpose owner corporation boards.

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:
Bay Aglng is a member of Holley Pointe Limited Partnership with 10% ownership 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?

Section 20 of the partnership agreement and Right of First Refusal.

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:

(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):

- (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?

Woda Cooper Development, Inc. (Developer) was referred to the downtown of Portsmouth by a real estate broker. The broker indicated a need for affordable housing in the area. Woda met with city staff and council members before selecting the site.

- 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:

Bay Aging will be the non-profit that will own 10% of the General Partner Interest. Woda Cooper General Partner, LLC will own 90% of the General Partner Interest. The General Partner is 1% of the Limited Partnership.

- 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.

Bay Aging's participation is limited to the right of first refusal.

- 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.

The principals of Holley Pointe Limited Partnership are also the principals of Woda Cooper Development, Inc. (the Developer), Woda Management & Real Estate, LLC (the Property Manager), and Woda Construction, Inc. (the General Contractor).

- (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 and non-profit have been mutually interested in affordable housing production opportunities within the non-profit's regional service area. Woda contacted Bay Aging about the proposed project.

- 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.

\$32,000 from the developer fee

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.

The \$32,000 will be paid once the property achieves 100% occupancy.

k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow? Yes No If yes, explain:

l. Will any member of the board of directors, officer, or staff member of the 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:

No personal (including family) relationships, relative to this project, exist.

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:

Bay Aging primarily operates services in Eastern Virginia with some services operating throughout the State of Virginia.

Bay Aging provides services to the elderly, people with disabilities, veterans, homeless and families.

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:

Bay Aging provides services and partners with community-based organizations throughout the State of Virginia, including Greater Fredericksburg, Greater Richmond, Greater Portsmouth, the Northern Neck, the Middle Peninsula, the Eastern Shore and Hampton Roads. The proposed project is located in this service area.

- 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:

The non-profit is the Commonwealth of Virginia designated Area Agency on Aging (for 10 counties of the Northern Neck and Middle Peninsula) and Community Action Agency (for 4 counties of the Northern Neck and 4 of 6 counties in the Middle Peninsula) and has operated a variety of community-based, private and public grant-funded programs that achieve such goals as affordable housing, public transportation, and community-based supportive services. It also provides Veterans Directed Home & Community Based Services throughout Hampton Roads & Greater Richmond.

- 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:

Although Bay Aging's by laws do not provide a formal process, all of the company's affordable housing programs have in place a formal process for client and community design, input, and/or communication/information sharing. As a Commonwealth of Virginia-designated Community Action Agency, the Board of Directors must include 1/3 of members representing low-income.

- 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:

On a periodic or annual basis, Bay Aging receives financial contributions from local Governments (towns and counties), private foundations, individual donors, businesses. The company also receives significant financial support from funders such as VHDA, HUD, DHCD, VDA, VA and FTA.

- 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:

Board meetings are held bi-monthly beginning in January and usually on the fourth Thursday of the meeting month.

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:

Although no state or local funds received are for the exclusive purpose of supporting overhead and operating expenses, reasonable portions may be used for administrative purposes.

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 attached.

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

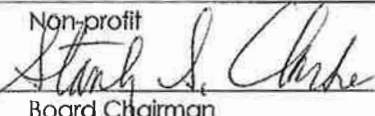
Documentation of any of the above need not be submitted unless requested by VHDA

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.

3-15-19
Date

Holley Pointe Limited Partnership
Owner/Applicant
By: 
Its: Managing Member
Title

03-15-19
Date

Bay Aging
Non-profit
By: 
Board Chairman

Non-profit Questionnaire, cont'd

By: 
Executive Director

LIST OF BAY AGING BOARD OF DIRECTORS – 2019-2020 PROGRAM YEAR

Total number of board members, as stated in current bylaws: 15.

<u>REPRESENTATIVES OF ELECTED PUBLIC OFFICIALS</u>		<u>REPRESENTATIVES OF LOW INCOME FAMILIES</u>		<u>REPRESENTATIVES OF THE PRIVATE SECTOR</u>	
Total # seats: 5		Total # seats: 5		Total # seats: 5	
Name:	Ron Saunders	Name:	James N. Carter, Jr.	Name:	Charles Adkins, Esq.
Representing:	Gloucester County	Elected by:	Tartan Citizens Group	Representing:	King & Queen County
Address:	P.O. Box 691 Gloucester, VA 23061	Address:	P.O. Box 588 Kilmarnock VA 22482	Address:	P.O. Box 70 King & Queen Courthouse VA 23085
Term:	04/05/2016-09/30/2021	Term:	07/01/2009-09/30/2020	Term:	01/01/2014-09/30/2019
Retired Virginia Dominion Power, Community Relations; active in community, civic organization and foundation		Works with Foundation at Rappahannock General Hospital; active community vol.		King & Queen Co. Commonwealth Attorney; active community volunteer.	
Name:	Karen Lewis	Name:	Vacant	Name:	Reverend Athilla Maria Harris
Representing:	Westmoreland County	Elected by:		Representing:	King William County
Address:	P.O. Box 1000 Montross VA 22520	Address:		Address:	1796 E. River Road King William VA 23086
Term:	07/01/2014-09/30/2019	Term:		Term:	10/01/2018-09/30/2023
Assistant County Administrator and community volunteer/advocate				Reverend; active in her community and advocate for people with disabilities	
Name:	Bruce Craig	Name:	Bill Reisner	Name:	Cynthia Talcott
Representing:	Northumberland County	Elected by:	Mill Pond Village Citizens Group	Representing:	Richmond County
Address:	229 Greenway Plain Heathsville, VA 22473	Address:	P.O. Box 248 Wicomico Church VA 22579	Address:	285 Wood Duck Lane Farnham VA 22460
Term:	05/11/2017-05/11/2022	Term:	10/01/2009-09/30/2020	Term:	07/01/2014-09/30/2019
Retired from AoA; Vice President of Northumberland-Lancaster Habitat for Humanity; active volunteer through numerous organizations		Retired businessman; built an apartment community for people with disabilities; volunteers through civic organizations		Retired, worked with adults with disabilities in supported employment programs; active community volunteer	
Name:	Gracie Tiggle	Name:	Belinda Johnson	Name:	Ed B. Clayton
Representing:	Lancaster County	Elected by:	The Meadows Citizens Group	Representing:	Mathews County
Address:	67 Fitzhugh St. White Stone, VA 22578	Address:	P.O. Box 302 Montross VA 22520	Address:	1205 Aarons Beach Road Diggs VA 23045
Term:	12/11/2017 – 09/30/2019	Term:	03/13/2017 – 09/30/2022	Term:	07/01/2009-09/30/2020
Retired Department of Defense Federal Government; active in community/church; Volunteer Northern Neck/Middlesex Free Health Clinic		Works for DSS; advocate for the disenfranchised; volunteers through several civic organizations		Command Sergeant Major, U.S. Army (Ret.); very active through several civic organizations	
Name:	Marcia Jones	Name:	Barry L. Gross, M.D.	Name:	Stanley Clarke
Representing:	Middlesex County	Elected by:	Gloucester Active Lifestyle Center Members	Representing:	Essex County
Address:	P.O. Box 428 Saluda VA 23149	Address:	1602 York River Dr. Gloucester Point, VA 23062	Address:	P.O. Box 955 Tappahannock VA 22560
Term:	07/01/2014 – 09/30/2019	Term:	3/22/2018-3/22/2023	Term:	07/09/2018 – 09/30/2023
Retired Assistant County Administrator from Middlesex after 31 years and community volunteer/advocate		Practicing physician; Former 17yr CMO and EVP for Riverside Health System; very active in many health care related organizations		Retired Sheriff of Essex Co.; volunteers through his church and civic groups	

10/1/2018 – 9/30/2020 OFFICERS:

Mr. Stanley Clark, Chair; Ms. Karen Lewis, Vice-Chair as of 10/1/2018;
Mr. Ron Saunders, Treasurer; Mr. William Reisner, Secretary.

Non-profit Questionnaire - Attachment

Name of Development: Holley Pointe

4. Virginia and Community Activity

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.** 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).

1. Warsaw Manor Apartments; Warsaw, VA; Application - March 2012 (funded); Non-profit partner (10% ownership); Principals-SEGM VA, LLC; GEM Management, Inc.; 8609 issued 09/12/14.
2. Brennan Pointe; Newport News, VA; Application - March 2014 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; 2014 funded application; Placed in service 12/01/2016, 8609 issued 12/20/2017.
3. The Banks at Berkley; Norfolk, VA; Application – March 2014 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; 2014 funded application; Placed in service 12/22/2016; 8609 issued 02/08/2018.
4. Academy Apartments, West Point, VA; Application – March 2015 (funded); Non-profit partner (10% ownership); Principals - SEGM VA, LLC; HEGM Corporation; GEM Management, Inc.; units not yet placed in service and 8609 not yet processed.
5. Village Green, Gloucester, VA; Application - March 2015 (funded); Non-profit partner (10% ownership); Principals - SEGM VA, LLC; HEGM Corporation; GEM Management, Inc.; units not yet placed in service and 8609 not yet processed.
6. Timberland Park, Charlottesville, VA; Application – March 2016 (funded); Non-profit partner (10% ownership); Principals – Around the Curve LLC; Southeastern Housing Preservation, Inc.; units not yet placed in service.
7. Brennan Pointe II; Newport News, VA; Application - March 2016 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; .; units not yet placed in service and 8609 not yet processed.
8. Bermuda Crossing, Chesterfield County, VA; Application – March 2017 (funded); Non-profit partner (10% ownership); Principals – Surber Development and Consulting, LLC; .; units not yet placed in service and 8609 not yet processed.
9. Freedman Point; Hopewell, VA; Application - March 2017 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; units not yet placed in service and 8609 not yet processed.
10. Daffodil Gardens Phase Two; Gloucester County, Virginia; Application – March 2017 (funded); Sole Member of Chesapeake Bay Housing, Inc. which is the sole member of Daffodil Gardens Phase Two, LLC; Principals – Chesapeake Bay Housing, Inc.; units not yet placed in service and 8609 not yet processed.
11. Bickerstaff Crossing; Henrico, Virginia; Application – March 2018 (funded); Non-profit partner (10% ownership); Principals – Surber Development and Consulting, LLC; units not yet placed in service and 8609 not yet processed.

J

Relocation Plan

(MANDATORY, if tenants are displaced)

NOT APPLICABLE

K

Documentation of
Development Location:

K.1

Revitalization Area
Certification



Established 1752

City of Portsmouth

Virginia

November 28, 1983

DAC

O-DAK w/enc
FC-PET "
DEC "
GEW "
RUB "
CF "

CORINNA B. JEFFREYS
City Clerk

TO : Michael Kay, Executive Director of PRHA
SUBJECT: TRANSMITTAL

At the November 22, 1983 meeting of City Council
the attached documents were adopted.

<u>Document No.</u>	<u>Ordinance</u>	<u>Resolution</u>
116		X
119		X

Corinna B. Jeffreys
City Clerk

A RESOLUTION APPROVING AMENDMENT NO. 14 TO THE CRAWFORD REDEVELOPMENT PLAN FOR THE CRAWFORD URBAN RENEWAL PROJECT.

WHEREAS, this Council by resolution adopted August 1, 1967, approved a Redevelopment Plan for the Crawford Urban Renewal Project, Portsmouth, Virginia; and

WHEREAS, there has been presented to this body for consideration and approval, a copy of an amended Redevelopment Plan for the project area, which plan consists of 14 pages and 3 exhibits; and

WHEREAS, Amendment No. 14 proposes to add certain property to the project area; and

WHEREAS, this Council is cognizant of the conditions that are imposed by the provisions of the Housing and Community Development Act of 1974, as amended, including those prohibiting discrimination because of race, age, color, creed, sex or national origin; and

WHEREAS, in the judgment of this Council it is in the interest of the City and its inhabitants that the said Amendment be approved.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Portsmouth, Virginia:

1. That Amendment No. 14 to the Redevelopment Plan for the Crawford Urban Renewal Project, having been duly reviewed and considered, it is hereby found:

(a) That the objectives of the Crawford Urban Renewal Project, Portsmouth, Virginia, can be better achieved by the adoption of said Amendment.

(b) That Amendment No. 14 to the Crawford Redevelopment Plan meets the requirements as a Redevelopment Project set forth under Title 36 of the Code of Virginia, 1950, as amended.

2. That Amendment No. 14 to the Crawford Redevelopment Plan for the Crawford Urban Renewal Project, having been duly reviewed and considered, is hereby approved and the City Clerk is hereby directed to file a copy of said Amendment with the minutes of this meeting.

Adopted by the Council of the City of Portsmouth, Virginia, at a meeting held November 22, 1983.

Teste:

City Clerk

RESOLUTION NO. 1124

RESOLUTION APPROVING AMENDMENT NO. 14 TO THE REDEVELOPMENT PLAN FOR THE CRAWFORD URBAN RENEWAL PROJECT

The following resolution was moved, seconded and unanimously adopted at a meeting of the Commissioners of the Portsmouth Redevelopment and Housing Authority held on November 1, 1983:

WHEREAS, on August 1, 1967, the Portsmouth Redevelopment and Housing Authority (hereinafter referred to as "the Authority") approved a Redevelopment Plan (hereinafter referred to as "the Plan") for the Crawford Urban Renewal Project which was subsequently adopted by the Council of the City of Portsmouth; and

WHEREAS, the Authority in the execution of activities in the Crawford Urban Renewal Project has determined that certain changes are required to meet the overall objectives of the downtown revitalization effort; and

WHEREAS, the rules and regulations prescribed by the United States Government and pursuant to the Housing and Community Development Act of 1974, as amended, require that fair and reasonable relocation payments and assistance be provided in accordance with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970; and

WHEREAS, there was presented to this meeting of the Board of Commissioners of the Authority for its consideration and approval a copy of an amended Redevelopment Plan for the Project consisting of 14 pages, 3 exhibits; and

WHEREAS, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974, as amended, Section 3 of the Housing and Urban Development Act of 1968, as amended, and applicable Executive Orders, established rules and regulations for the implementation of this Plan; and

WHEREAS, said Amendment has been reviewed and found to be in compliance with Title 36 of the Code of Virginia; and

WHEREAS, it has been determined that it is in the best interests of the residents of the City of Portsmouth that said Amendment be approved;

NOW, THEREFORE, BE IT RESOLVED:

(1) That it is hereby found and determined that the objectives of the Project can be better served through the implementation of this Amendment.

(2) The United States of America and the Secretary of the Department of Housing and Urban Development be, and they are, assured of full compliance by the Authority with respect to Federal regulations affecting Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974, as amended, Section 3 of the Housing and Urban Development Act of 1968, as amended, and

(3) That Amendment No. 14 to the Redevelopment Plan for the Crawford Urban Renewal Project is hereby in all respects approved and the Secretary-Treasurer is hereby directed to file a certified copy of the Plan with the minutes of this meeting.

(4) That the amended Plan shall become effective upon approval by the Portsmouth City Council.

Certified to be a true copy of a resolution adopted on November 1, 1983.



Secretary-Treasurer

(SEAL)

cc: Mr. G. E. Wheatley
Mr. R. W. Buxton
Central Files

RESOLUTION APPROVING AMENDMENT NO. 14 TO THE REDEVELOPMENT PLAN
FOR THE CRAWFORD URBAN RENEWAL PROJECT




DISCUSSION:

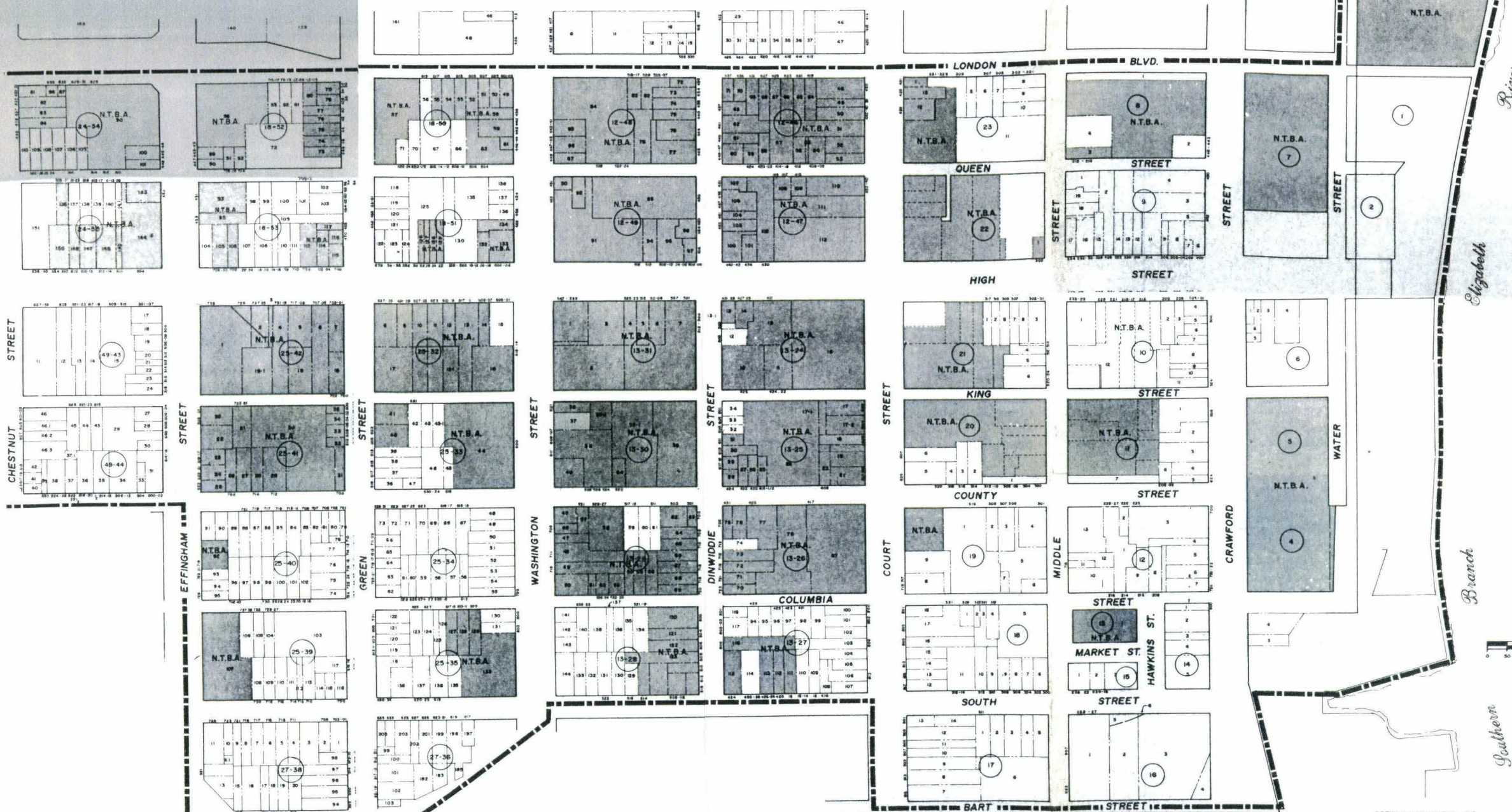
Amendment No. 14 to the Crawford Urban Renewal Project proposes the addition of approximately 80 blocks or 160 acres to the project. Properties to be amended into the Project extend from London Boulevard on the north, Court and Effingham Streets on the east, County Street and properties south of County Street on the south, and the right-of-way line of the Norfolk and Portsmouth Beltline Railroad on the west. Within this area, approximately 79 parcels are designated to be acquired containing an estimated 67 structures. Adoption of the proposed amendment will permit the Authority and the City to initiate and continue implementing the strategies for revitalizing both the High Street Corridor as recommended by the Priority Action Program for Central Portsmouth prepared for the Authority and City by Praful Shah and Associates and Land Design/Research, Inc. The City will utilize a mix of Federal, State and local programs, including the Community Development Block Grant Program, the Enterprise Zone Program(s), the Commercial Rehabilitation Loan Program, tax-exempt Industrial Development Revenue Bonds and Loans, and other public and private initiatives to revitalize the underdeveloped and undeveloped High Street Corridor. Land use for the property to be added by Amendment 14 is proposed for mixed reuse consistent with the proposed extension of Downtown D-1 Zoning.

Further, in order to implement the recommendations of the Priority Action Program, approximately 3 properties formerly designated "Not To Be Acquired" are proposed to be designated "To Be Acquired." Additionally, approximately 4 properties under Amendment No. 13 designated "To Be Acquired" are proposed under Amendment No. 14 as "Not To Be Acquired." Land uses within the area covered by Amendment No. 13 are also proposed to be revised to be compatible with the new Downtown D-1 zoning for the entire area. Several properties formerly designated as Commercial or Residential are now proposed to be designated Mixed Use under Amendment No. 14.

PROJECT EXTENDS WEST; SEE SHEETS R. 2 & 3

LEGEND

-  PROJECT BOUNDARY
-  N.T.B.A. PROPERTY NOT TO BE ACQUIRED
-  PROPERTY TO BE ACQUIRED



River
Elizabeth
Branch
Southern



AMENDMENT NO. 14 BOUNDARY AND ACQUISITION MAP

CRAWFORD URBAN RENEWAL PROJECT
PORTSMOUTH REDEVELOPMENT & HOUSING AUTHORITY
PORTSMOUTH, VIRGINIA
NOVEMBER 1983

K.2

Location Map

Holley Pointe Site Location



Holley Pointe Site

818 County St

County St

141

Effingham St

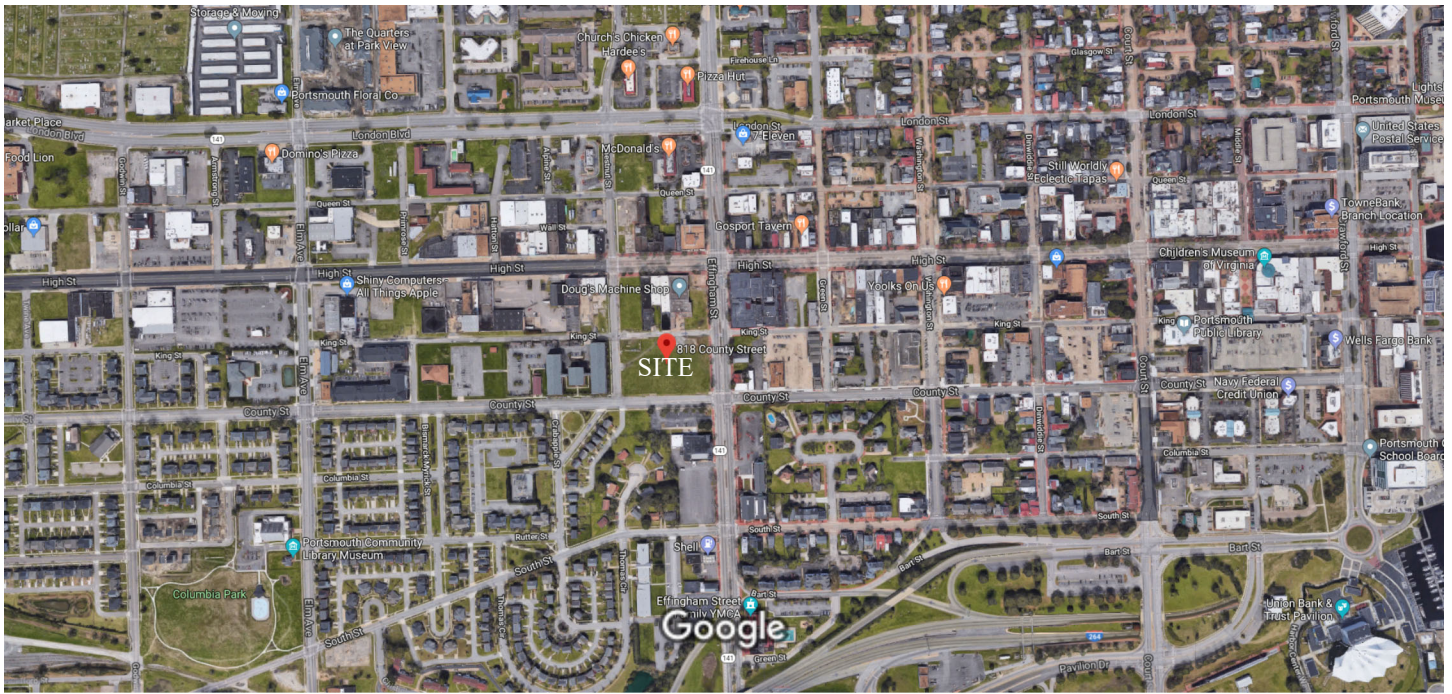
Graystone Way

Google Earth

© 2018 Google



300 ft



Imagery ©2019 Google, Map data ©2019 Google 200 ft

K.3

Surveyor's Certification of
Proximity to Public
Transportation



Hoggard-Eure Associates_{P.C.}

ENGINEERS SURVEYORS PLANNERS

757-484-9670 · Fax: 757-484-7498 · 901 PortCentre Parkway, Suite 5 · Portsmouth, Virginia 23704

Surveyor's Certification of Proximity to Transportation

DATE: 3/12/19

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

RE: 2019 Tax Credit Reservation Request

Name of Development: Holley Pointe

Name of Owner: Holley Pointe Limited Partnership

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.



HOGGARD-EURE ASSOCIATES, P.C.

Firm Name

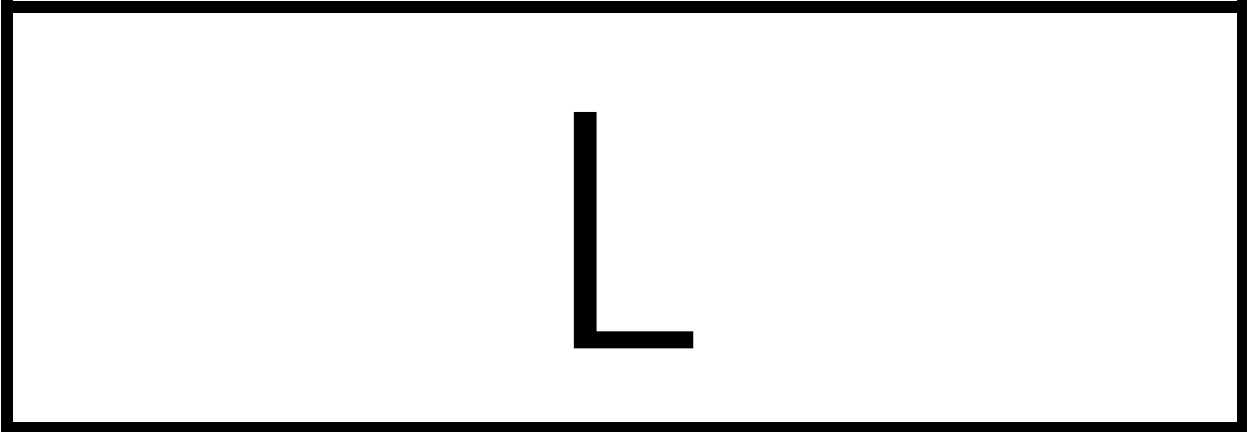
By:

J. Stephen Ferguson
J. STEPHEN FERGUSON

Its:

DIR. OF SURVEYING

Title



L

PHA/Section 8 Notification
Letter



PHA or Section 8 Notification Letter

Development Name: Holley Pointe

Tracking #: 2019-C-106

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

General Instructions

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

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

PHA or Section 8 Notification Letter

DATE: 3/11/2019

TO: Portsmouth Redevelopment & Housing
3116 South Street
Portsmouth, VA 23707

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Holley Pointe
Name of Owner: Holley Pointe Limited Partnership

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 1/31/2021 (date).

The following is a brief description of the proposed development:

Development Address:
818 County Street
Portsmouth, VA 23704

Proposed Improvements:

<input checked="" type="checkbox"/>	New Constr.:	<u>50</u>	# units	<u>1</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 type="checkbox"/>	1 Bedroom Units:	\$ <u> </u>	/ month
<input checked="" type="checkbox"/>	2 Bedroom Units:	\$ <u>320/493/650/900/1,000</u>	/ month
<input checked="" type="checkbox"/>	3 Bedroom Units:	\$ <u>330/565/715/1,050/1,135</u>	/ month
<input type="checkbox"/>	4 Bedroom Units:	\$ <u> </u>	/ month

Other Descriptive Information:

All of the units will have air conditioning, dishwashers, refrigerators, stoves, mini blinds, ample storage space, and attractive open designs. The development will include a minimum 749 square foot community room featuring spaces that can be used by residents for recreational purposes. There will be ample on-site parking.

PHA or Section 8 Notification Letter


We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at

(614) 316-3200

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

Sincerely yours,



David Cooper, Jr.

Name

Managing Member

Title

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

Seen and Acknowledged By: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

Mustric, Greg

From: Stephens, Lisa
Sent: Tuesday, March 12, 2019 10:48 AM
To: Mustric, Greg
Subject: FW: FedEx Shipment 774673283954 Delivered




Lisa Stephens

Development Assistant
Woda Cooper Companies, Inc.
Office: (614) 396-0013
Mobile: (614) 774-9177
500 S. Front St., 10th Floor
Columbus, OH 43215

From: TrackingUpdates@fedex.com <TrackingUpdates@fedex.com>
Sent: Tuesday, March 12, 2019 10:14 AM
To: Stephens, Lisa <lstephens@wodagroup.com>
Subject: FedEx Shipment 774673283954 Delivered

Your package has been delivered

Tracking # 774673283954

Ship date: Mon, 3/11/2019		Delivery date: Tue, 3/12/2019 10:08 am
Gregory Mustric Woda Cooper Companies, Inc. Columbus, OH 43215 US		Edward Bland Portsmouth Redevelopment & Housing 3116 South Street PORTSMOUTH, VA 23707 US


Shipment Facts

Our records indicate that the following package has been delivered.

Tracking number:	774673283954
Status:	Delivered: 03/12/2019 10:08 AM Signed for By: L.JERNIGAN



Signed for by:	L.JERNIGAN
Delivery location:	PORTSMOUTH, VA
Delivered to:	Receptionist/Front Desk
Service type:	FedEx Priority Overnight®
Packaging type:	FedEx® Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	Deliver Weekday
Standard transit:	3/12/2019 by 10:30 am

 Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 9:13 AM CDT on 03/12/2019.

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.



PHA or Section 8 Notification Letter

Development Name: Holley Pointe

Tracking #: 2019-C-106

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

General Instructions

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

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

PHA or Section 8 Notification Letter

DATE: 3/11/2019

TO: Norfolk Redevelopment & Housing Authority
555 East Main Street
Norfolk, VA 23510

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Holley Pointe
Name of Owner: Holley Pointe Limited Partnership

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 1/31/2021 (date).

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Portsmouth, VA 23704

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<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 type="checkbox"/> 1 Bedroom Units:	\$ <u> </u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>320/493/650/900/1,000</u>	/ month
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<input type="checkbox"/> 4 Bedroom Units:	\$ <u> </u>	/ month

Other Descriptive Information:

All of the units will have air conditioning, dishwashers, refrigerators, stoves, mini blinds, ample storage space, and attractive open designs. The development will include a minimum 749 square foot community room featuring spaces that can be used by residents for recreational purposes. There will be ample on-site parking.

PHA or Section 8 Notification Letter

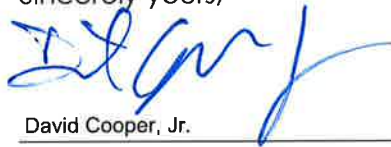
We appreciate your assistance with identifying qualified tenants.

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(614) 396-3200

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

Sincerely yours,



David Cooper, Jr.

Name

Managing Member

Title

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

Seen and Acknowledged By: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

Mustric, Greg

From: Stephens, Lisa
Sent: Tuesday, March 12, 2019 2:29 PM
To: Mustric, Greg
Subject: FW: FedEx Shipment 774673361985 Delivered



Lisa Stephens

Development Assistant
Woda Cooper Companies, Inc.
Office: (614) 396-0013
Mobile: (614) 774-9177
500 S. Front St., 10th Floor
Columbus, OH 43215

From: TrackingUpdates@fedex.com <TrackingUpdates@fedex.com>
Sent: Tuesday, March 12, 2019 1:53 PM
To: Stephens, Lisa <lstephens@wodagroup.com>
Subject: FedEx Shipment 774673361985 Delivered

Your package has been delivered

Tracking # 774673361985

Ship date: Mon, 3/11/2019		Delivery date: Tue, 3/12/2019 1:49 pm
Gregory Mustric Woda Cooper Companies, Inc. Columbus, OH 43215 US		John Kownack Norfolk Redevelopment & Housing Aut 555 East Main Street NORFOLK, VA 23510 US


Shipment Facts

Our records indicate that the following package has been delivered.

Tracking number:	774673361985
Status:	Delivered: 03/12/2019 1:49 PM Signed for By: T.ROUSO
Signed for by:	T.ROUSO



Delivery location:	NORFOLK, VA
Delivered to:	Mailroom
Service type:	FedEx Priority Overnight®
Packaging type:	FedEx® Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	Deliver Weekday
Standard transit:	3/12/2019 by 10:30 am

 Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 12:52 PM CDT on 03/12/2019.

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.

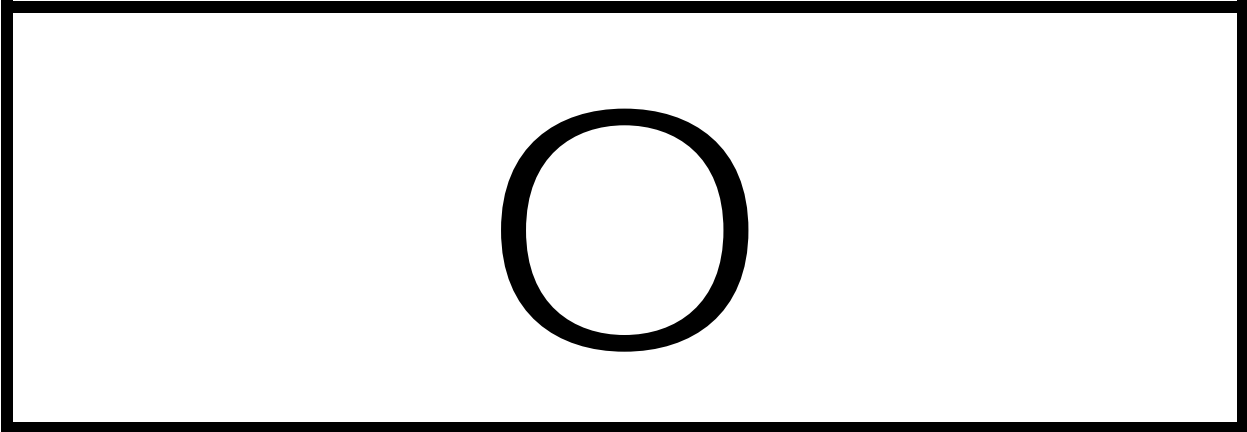
M

Locality CEO Response
Letter

N

Homeownership Plan

NOT APPLICABLE



O

Plan of Development
Certification Letter

NOT APPLICABLE

P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements

VHDA Experienced LIHTC Developers

Notes:

Updated:

3/4/2019

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 Arista, Roberto	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 K.
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

Q

Documentation of Rental
Assistance



Holley Pointe
March 12, 2019

Utility Allowance Explanation

Holley Pointe has 2 different utility allowances for each bedroom type: one for the Project-Based Voucher (PBV) units and another for the non-PBV units. The utility allowances for the PBV units were determined from the award letter from the agency issuing the vouchers. The utility allowances for the non-PBV units were determined using the local housing authority's chart. Both of these documents are attached with this tab.

The "Utilities" tab of the excel reservation application only allows for one utility allowance to be listed by bedroom count. The non-PBV utility allowances were listed there since those comprise the majority of the units for each bedroom count. The PBV units are the 5 40% AMI Units (4 2BR and 1 3BR). The remaining units do not have vouchers.

Allowances for Tenant-Furnished Utilities and Other Services

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
City of Portsmouth, VA 2018		Apartments (5+ units)					07/01/2018
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$17	\$20	\$22	\$25	\$28	\$30
	b. Bottle Gas	\$54	\$64	\$73	\$81	\$90	\$98
Electric	c. Oil / Electric	\$12	\$15	\$19	\$22	\$24	\$27
Fuel Oil	d. Coal / Other	\$37	\$44	\$49	\$55	\$61	\$67
Cooking	a. Natural Gas	\$3	\$3	\$5	\$6	\$8	\$9
	b. Bottle Gas	\$9	\$11	\$16	\$21	\$25	\$30
Electric	c. Oil / Electric	\$5	\$5	\$8	\$10	\$13	\$15
	d. Coal / Other						
Other Electric	Incl. monthly fee	\$24	\$27	\$35	\$43	\$51	\$59
Air Conditioning		\$7	\$9	\$12	\$16	\$20	\$23
Water Heating	a. Natural Gas	\$6	\$7	\$11	\$14	\$17	\$21
	b. Bottle Gas	\$21	\$24	\$35	\$46	\$57	\$67
Electric	c. Oil / Electric	\$11	\$13	\$16	\$20	\$24	\$27
Fuel Oil	d. Coal / Other	\$14	\$17	\$24	\$31	\$39	\$46
Water		\$24	\$26	\$39	\$58	\$78	\$97
Sewer		\$28	\$32	\$53	\$84	\$116	\$148
Trash Collection		\$33	\$33	\$33	\$33	\$33	\$33
Range/Microwave		\$12	\$12	\$12	\$12	\$12	\$12
Refrigerator		\$14	\$14	\$14	\$14	\$14	\$14
Other -- specify	Natural Gas Monthly Fee	\$16	\$16	\$16	\$16	\$16	\$16

Actual Family Allowances To be used by the family to compute allowance.

Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$



John C. Kownack, Executive Director

➤ Commissioners

- Donald Musacchio, Chair
- Alphonso Albert, Vice Chair
- Rose Arrington
- Ken Benassi
- Joe Dillard
- Richard Gresham
- Suzanne Puryear

RECEIVED MAR 07 2019

March 4, 2019

Woda Cooper Development, Inc.
 ATTN: David Cooper, Jr.
 500 South Front Street, 10th Floor
 Columbus, Ohio 43215

Dear Mr. Cooper,

NRHA has reviewed the proposals received in response to the PBV solicitation. This is a letter of intent to notify you that the below referenced project has been selected to be awarded Project Based Voucher rental assistance.

Development Name:	Holley Pointe
Development Address:	818 County Street Portsmouth, VA 23704
Owner/Developer Name:	Woda Cooper Development, Inc.
Owner/Developer Address:	500 South Front Street, 10th Floor, Columbus, Ohio 43215
Owner/Developer Contact Person:	David Cooper, Jr.
Contact Telephone Number:	614-396-3200
Contact Email Address:	dcooper@wodagroup.com
Total Number of Units	50
Proposed Number of PBV Units	5

NRHA is required to select PBV proposals which meet the mandatory HUD criteria for the PBV program and that are in accordance with the competitive selection procedures of NRHA;s Administrative Plan. Based on the below criteria this project meets the HUD Mandatory Criteria and ranks competitively in satisfying the NRHA's HCV Administrative Plan requirements.

HUD Mandatory Criteria include:

- The location of the project is within the PHA's jurisdiction or the PHA has been authorized to administer the program in accordance with 24 CFR 982.516.
- The proposal is for an eligible housing type.
- The owner has site control.
- For new construction and rehabilitation housing, construction has not started.



- The project does not exceed the 25 percent cap with exceptions provided for in 24 CFR 983.56(b).
- Gross rents are within the PHA’s payment standards.
- Proposed project is consistent with local PHA requirements stated in the RFP.
- The owner is eligible, not on the GSA list of contractors excluded from participation in federal procurements, and does not have a conflict of interest.
- The project will be available for occupancy 24 months.
- The proposal is complete.

This project meets the HUD Mandatory Criteria and ranks competitively in satisfying the NRHA’s PHA Administrative Plan requirements. All of NRHA’s PBV program requirements can be found in its Administrative Plan located on NRHA’s website at: www.nrha.us.

HUD stipulates that the initial rent for a PBV project may not exceed the lessor of:

- 110 percent of the applicable fair market rent (or any exception payment standard approved by the Secretary of HUD) for the unit bedroom size minus any applicable utility allowances;
- The reasonable rent; or
- The rent requested by the owner.

NRHA is issuing this Letter of Intent to award rental housing assistance utilizing the 2018 fair market rents for Norfolk, Virginia as a basis under the following proposed contract rent schedule:

Rent Scheduled and Proposed Contract Rents

Unit Size (xBR, xBA) (targeted AMI)	# of Units	Proposed Monthly Contract Rent per Unit	Monthly Utility Allowance	Proposed Gross Contract Rent per unit
2 BR	4	\$817.00	\$181.00	\$998.00
3 BR	1	\$943.00	\$214.00	\$1,157.00

Note: Prior to executing the Agreement to Enter into a Housing Assistance Payments Contract (AHAP), you must comply with the following:

Environmental Review Requirement (ER)

All PBV projects are subject to HUD environmental regulations found at 24 CFR parts 50 and 58. Written documentation is required from the community’s “responsible entity” that the project either complies with all environmental requirements as stated in the National Environmental

Policy Act (NEPA) or is categorically excluded from a federal environmental review under NEPA. The “responsibility entity” is generally an official from the city or the local community development office. A copy of the complete ER file that includes the review, the public notice, the request for release of funds (RROF) and HUD’s letter approving the RROF must be submitted to NRHA

Subsidy Layering Review (SLR)

SLRs must be completed and approved by HUD for all PBV projects that utilize other publicly supported housing funds. The SLR is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits (24 CFR 983.55)

This letter of intent will void the previous issued letter of intent dated March 13, 2018 for this same development for six (6) project based vouchers.

Should you have any questions concerning this Letter of Intent or the NRHA –PBV Program, please feel free to contact me at 757-624-8629 or via email at pjoneswatford@nrha.us.

NRHA looks forward to working with you in providing affordable rental housing.

Sincerely,



P. B. Jones-Watford
Housing Choice Voucher Director

R

Documentation of
Operating Budget

Holley Pointe

Tab R – Operating Budget

Operating Expenses for Holley Pointe were estimated based on 2018 actual results from one of Woda Management and Real Estate's Tidewater area properties: The Banks at Berkley. This project consists of 50 two and three bedroom units designated for family tenancy. Therefore, this was deemed to be a comparable property due to geographic location, tenancy, and building type.

Administrative Expenses, Maintenance, and Insurance estimates for Holley are in line with what was seen at The Banks at Berkley. Utility costs for Holley were budgeted lower than at The Banks since costs there were higher than anticipated last year given that tenants pay for water and sewer. Holley Pointe will have a full-time site manager, so its administrative payroll budget is greater than that for The Banks. Holley Pointe's Real Estate Taxes were based upon the City of Portsmouth's rate of \$1.30/\$100 of assessed value. The assessed value was estimated using the income approach. The Management Fee was calculated at 6% of EGI. Lastly, Replacement Reserves were calculated using the minimum standard of \$300 per unit.

Attached are the 2018 operating expenses for The Banks at Berkley compared to Holley Pointe as well as the "Budget" tab of the Holley Pointe Reservation Application.

Property Comparison

Period = Jan 2018 - Dec 2018

	Holley Pointe - Projected (VA 50 Units)	Per Unit	The Banks at Berkley (VA 50 Units)	Per Unit
OPERATING EXPENSES				
MAINTENANCE EXPENSES				
Maintenance Supplies			\$3,480	\$70
Lawn Care & Supplies			\$19,062	\$381
Snow Removal & Supplies			\$1,383	\$28
Elevator Costs			\$9,038	\$181
Security Monitoring Contracts			\$12,648	\$253
Contract Maintenance			\$350	\$7
Repairs Services			\$0	\$0
Plumbing Repairs Services			\$338	\$7
Electrical Repairs Services			\$0	\$0
HVAC Repairs			\$4,239	\$85
Painting Supplies and Services			\$834	\$17
Carpet Cleaning			\$0	\$0
Janitorial Contracts			\$0	\$0
Exterminating Contract			\$1,951	\$39
Security Patrol Services			\$0	\$0
Miscellaneous Maintenance			\$149	\$3
Operational Replacements			\$0	\$0
TOTAL MAINTENANCE EXPENSES	\$45,000.00	\$900	\$53,471	\$1,069
MAINTENANCE PAYROLL				
Maintenance Salary			\$21,036	\$421
Maintenance Bonus			\$0	\$0
Maintenance Payroll Burden			\$6,914	\$138
Maintenance Benefits/Insurance			\$0	\$0
Maintenance Housing			\$0	\$0
Maintenance Temporary Payroll Services			\$0	\$0
Maintenance Mileage Reimbursement/Travel			\$176	\$4
Maintenance Training / Seminars			\$0	\$0
Maintenance Misc Personal Expenses/Incentives			\$0	\$0
TOTAL MAINTENANCE PAYROLL	\$30,000.00	\$600	\$28,126	\$563
UTILITIES				
Electric			\$2,411	\$48
Electric - Common Area			\$4,348	\$87
Gas			\$0	\$0
Fuel Oil			\$0	\$0
Water			\$10,169	\$203
Sewer			\$11,597	\$232
Trash			\$9,805	\$196
Occupied Unit Tenant Reimbursements			\$0	\$0
TOTAL UTILITIES	\$16,250.00	\$325	\$38,330	\$767
ADMINISTRATIVE PAYROLL				
Manager Salary			\$10,413	\$208
Manager Bonus			\$0	\$0
Manager Payroll Burden			\$2,987	\$60
Manager Benefits/Insurance			\$0	\$0
Manager Housing			\$0	\$0
Mileage Reimbursement/Travel			\$176	\$4
Management Temporary Payroll Services			\$0	\$0
Management Training/Seminars			\$731	\$15
Manager Misc Personal Expenses/Incentives			\$0	\$0
TOTAL ADMINISTRATIVE PAYROLL	\$30,000.00	\$600	\$14,307	\$286
MANAGEMENT FEES				
Management Fees			\$25,669	\$513
TOTAL MANAGEMENT FEES	\$27,267.00	\$545	\$25,669	\$513
ADMINISTRATIVE EXPENSES				
Advertising / Marketing / Resident Retention			\$992	\$20
State Agency Monitoring Fees			\$1,604	\$32
Audit & Tax Return Fee			\$4,583	\$92
Bank Charges			\$105	\$2
Computer Services/Fees			\$3,848	\$77
Credit/Criminal Reports/Resident Screening			\$2,832	\$57
Membership Dues & Fees			\$0	\$0
Legal/Evictions			\$1,912	\$38
Loan Renewal			\$0	\$0
Office Supplies			\$2,942	\$59
Postage			\$507	\$10
Service Coordinator Fees			\$0	\$0
Telephone			\$3,120	\$62
Internet/Cable			\$6,784	\$136
Office Rent			\$0	\$0
Miscellaneous Administrative			\$437	\$9
TOTAL ADMINISTRATIVE EXPENSES	\$31,250.00	\$625	\$29,667.15	\$593
INSURANCE, TAXES AND LICENSES				
Property Insurance	\$18,750.00	\$375	\$20,229.88	\$405
Flood Insurance			\$0.00	\$0
Fidelity Bond			\$0.00	\$0
Property Taxes	\$46,000.00	\$920	\$37,353.36	\$747
Franchise Tax - State	\$850.00	\$17	\$0.00	\$0
Emergency Services Fee			\$71.01	\$1
Business and Occupancy Taxes			\$0.00	\$0
Licenses & Fees			\$100.00	\$2
TOTAL INSURANCE, TAXES AND LICENSES	\$65,600.00	\$1,312	\$57,754.25	\$1,155
TOTAL OPERATING EXPENSES	\$245,367.00	\$4,907	\$247,323.91	\$4,946

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,500
2. Office Salaries			\$0
3. Office Supplies			\$8,500
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$27,267
<u>6.00%</u> of EGI	<u>\$545.34</u>	Per Unit	
6. Manager Salaries			\$27,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$2,750
9. Auditing			\$4,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$3,750
12. Tax Credit Monitoring Fee			\$1,750
13. Miscellaneous Administrative			\$9,000
Total Administrative			\$85,517

Utilities

14. Fuel Oil			\$0
15. Electricity			\$11,375
16. Water			\$1,875
17. Gas			\$0
18. Sewer			\$3,000
Total Utility			\$16,250

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$3,750
21. Janitor/Cleaning Contract			\$2,600
22. Exterminating			\$3,225
23. Trash Removal			\$5,000
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$2,250
27. Grounds Contract			\$1,750
28. Maintenance/Repairs Payroll			\$27,000
29. Repairs/Material			\$9,300
30. Repairs Contract			\$5,200
31. Elevator Maintenance/Contract			\$5,000
32. Heating/Cooling Repairs & Maintenance			\$2,525
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$500
35. Decorating/Payroll/Contract			\$2,375
36. Decorating Supplies			\$1,525
37. Miscellaneous			\$0
Totals Operating & Maintenance			\$72,000

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$46,000
39. Payroll Taxes	\$5,000
40. Miscellaneous Taxes/Licenses/Permits	\$850
41. Property & Liability Insurance	\$18,750
42. Fidelity Bond	\$0
43. Workman's Compensation	\$250
44. Health Insurance & Employee Benefits	\$750
45. Other Insurance	\$0
Total Taxes & Insurance	\$71,600

Total Operating Expense	\$245,367
--------------------------------	------------------

Total Operating Expenses Per Unit	\$4,907	C. Total Operating Expenses as % of EGI	53.99%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$15,000
---	-----------------

Total Expenses	\$260,367
-----------------------	------------------

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

S

Supportive Housing
Certification

NOT APPLICABLE

T

Funding Documentation

March 13, 2019

Garrett LeDonne
Vice President of Development and IT
Woda Cooper Companies, Inc.
500 S. Front St., 10th Floor
Columbus, OH 43215

Re: Holley Pointe
Financing Proposal

Dear Mr. LeDonne:

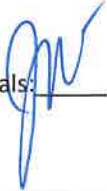
Merchants Capital Corp. recognizes that Holley Pointe is a Low-Income Housing Tax Credit development located in Portsmouth, Virginia. We have reviewed the application to the VHDA in support of the tax credit allocation request. We expressly acknowledge that the development will be subject to specific income limits and the Average Income set aside. We have reviewed the underwriting criteria set forth in the Qualified Allocation Plan (QAP) and other special use restrictions that allow additional points under the 2019 QAP, which were considered in our underwriting analysis.

It is our understanding that Holley Pointe will consist of fifty (50) units, providing affordable rental housing for family, subject to various special use restrictions:

- Five (5) units will be set aside for those earning at or below thirty percent (30%) of the Virginia Beach-Norfolk-Newport News VA-NC HUD Metro FMR area median income.
- Five (5) units will be set aside for those earning at or below forty percent (40%) of the Virginia Beach-Norfolk-Newport News VA-NC HUD Metro FMR area median income.
- Fifteen (15) units will be set aside for those earning at or below fifty percent (50%) of the Virginia Beach-Norfolk-Newport News VA-NC HUD Metro FMR area median income.
- Ten (10) units will be set aside for those earning at or below seventy percent (70%) of the Virginia Beach-Norfolk-Newport News VA-NC HUD Metro FMR area median income.
- Fifteen (15) units will be set aside for those earning at or below eighty percent (80%) of the Virginia Beach-Norfolk-Newport News VA-NC HUD Metro FMR area median income.

Merchants Capital will provide construction and permanent financing for Holley Pointe under the following terms and conditions:

BORROWER:	Holley Pointe Limited Partnership
LOAN AMOUNT:	\$8,200,000 Construction Loan \$2,150,000 Permanent Loan

Borrower's Initials: 
Page 1 of 2

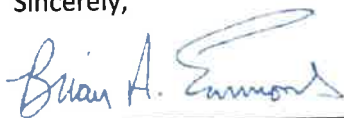
INTEREST RATE:	6.00% for construction loan 6.75% for perm loan
TERM:	24 months for construction loan 15 years for perm loan
AMORTIZATION:	I/O for construction loan 35 Years for perm loan
FINANCING FEE:	0.75% fee for construction loan 2.00% fee for perm loan
PREPAYMENT PENALTY:	The loan is locked out during construction, yield maintenance during perm loan
COLLATERAL	First mortgage on the subject parcel(s) and all improvements including fifty (50) rental units known as Holley Pointe, and assignment of tax credits.

This proposal is subject to the borrower's ability to obtain and syndicate IRS Section 42 Low-Income Housing Tax Credits for the development, in an amount and under terms satisfactory to Merchants Capital Corp. and the following conditions:

1. Final review and approval of the financial forecasts;
2. Final review and approval of plans and specifications;
3. Review and approval of appraisal and environmental reports;
4. Completion of constructions and satisfactory inspection by an authorized architect as approved by Merchants Capital Corp.;
5. Verification of funding of equity and any other funding sources;
6. Full due diligence and approval by Merchants Capital Corp.


This letter is valid until December 31st, 2019. Thank you for the opportunity to participate in this development.

Sincerely,




Brian A. Emmons, SVP - Originator
Merchants Capital Corp.

Accepted and agreed to this 14th day of March 2019.



By: Jeffrey J. Woda
Woda Cooper Companies, Inc.

Borrower's Initials: 
Page 2 of 2



Valhalla Mortgage, LLC
500 South Front Street, 10th Floor
Columbus, OH 43215

March 13, 2019

Mr. Jeffrey J. Woda
Holley Pointe Limited Partnership
500 South Front Street, 10th Floor
Columbus, OH 43215

Dear Mr. Woda,

Valhalla Mortgage, LLC (“Lender”) is providing the following binding commitment letter to you to help finance the new construction of a fifty (50) unit multifamily low-income housing tax credit project known as Holley Pointe (the “Project”) located in Portsmouth, Virginia. Lender understands and acknowledges that this letter will be submitted to the Virginia Housing Development Authority (“VHDA”) in conjunction with an application for tax credits and other financing to be submitted by the Borrower (defined below) to VHDA. Lender has performed a preliminary review of the application and submits this letter based on the information contained in such application and the exhibits to the application.

Borrower: Holley Pointe Limited Partnership

Loan Amount: One Hundred Five Thousand Dollars (\$105,000.00)

Loan Term: 15 years

Loan Amortization: N/A – Loan is non-amortizing.

Interest Rate: Fixed rate of two and a half percent (2.5%) per annum.

Fees: None

Timing: Loan is available to be drawn upon 100% completion of construction as a permanent source of funding.

Repayment: The lesser of 25% of monthly available cash flow after all operating expenses, required debt service payments, deferred developer fee payments, and reserve deposits, or the amount to fully amortize the loan over the fifteen-year term. All unpaid interest and principal will be due at maturity. There is no prepayment penalty.

Reserves: Lender will abide by the replacement reserve requirements of VHDA, the permanent lender, and the investor. No additional reserves are required.

Lien: This loan will not hold a lien position.

We look forward to partnering with you to finance this Project.

Sincerely,

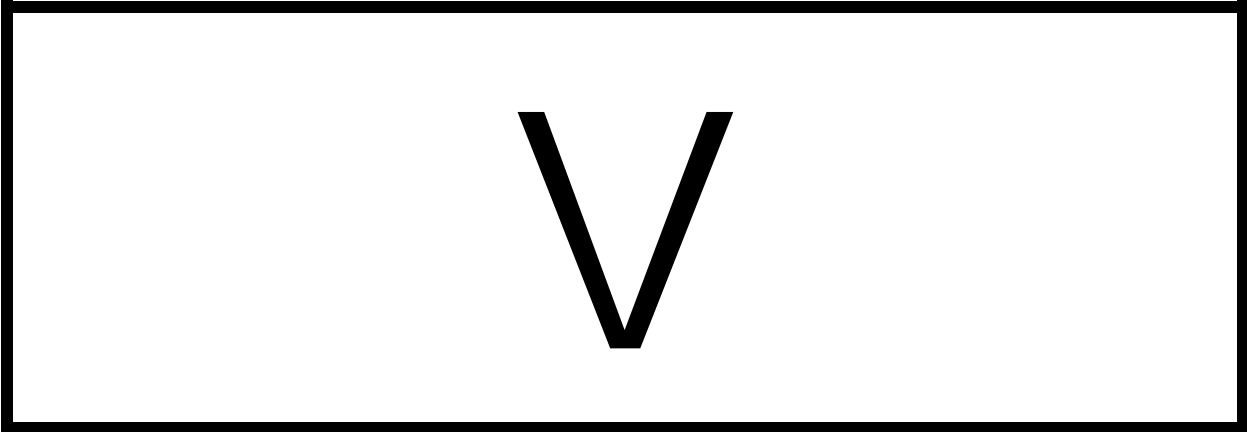
Valhalla Mortgage, LLC

By: 
David Cooper, Jr., Managing Director

U

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

NOT APPLICABLE



V

Nonprofit or LHA Purchase
Option or Right of First
Refusal

This Instrument was prepared outside of the Commonwealth of Virginia by:

Efrem Levy, Esq.
Reno & Cavanaugh, PLLC
455 Massachusetts Ave., N.W.
Suite 400
Washington, DC 20001
(202) 783-2800

This Instrument was prepared under the supervision of:

Sarah Molseed, Esq.
Virginia State Bar No. 74149

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL (this "Agreement") is made effective as of March 12, 2019, by and between **Holley Pointe Limited Partnership**, an Ohio limited partnership "Grantor," and **Bay Aging**, a Virginia non-stock corporation and 501(c)(3) organization, "Grantee."

WHEREAS, Holley Pointe GP, LLC, the General Partner of Grantor (the "General Partner"), concurrently with the execution of this Agreement is entering into that certain Limited Partnership Agreement dated as of March 12, 2019, which governs the operations of the Grantor; and

WHEREAS, the Grantor was formed for the purpose of acquiring, owing, or leasing, developing, construction and/or rehabilitating, leasing, managing, operating and, if appropriate or desirable, selling or otherwise disposing of certain real property located at 818 County Street

in Portsmouth, Virginia, as more particularly described on **Exhibit A**, which is attached hereto and made a part hereof (together with all fixtures and personal property comprising such property or associated with the physical operation thereof, the "Property").

WHEREAS, the Company desires to give, grant, bargain, sell and convey to Grantee or Grantee's permitted designee/assignee that is either an agency described in Section 42(i)(7)(A) of the Internal Revenue Code of 1986, as amended (the "Code") or a qualified nonprofit organization defined in Section 42(h)(5)(C) of the Code as may be designated by the Grantee for the Refusal Right (defined below), certain rights to purchase the Property on the terms and subject to the conditions set forth herein.

W I T N E S S E T H :

That for and in consideration of Ten Dollars (\$10.00) by cash in hand paid and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Grantor does hereby grant unto the Grantee the right to purchase the Property upon the following terms and conditions:

1. In the event Grantor determines to sell or receives a bona fide offer (an "Offer") to buy the Property from an unrelated third party that Grantor has, subject to the exercise by Grantee of its right hereunder, determined to accept, Grantee shall have a right of first refusal (the "Refusal Right") to purchase the Property after the close of the fifteen (15) year compliance period for the low-income housing tax credit for the Property (the "Compliance Period"), as determined under Section 42(i)(1) of the Code, on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of the Refusal Right set forth in Section 3. In such case, Grantor shall deliver to Grantee written notice (a "Notice") that it intends to accept the Offer unless Grantee exercises its right to purchase the Property. Such

notice shall contain a complete copy of the Offer. The Grantor shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Section 3 hereof.

2. Upon receipt of the Notice, Grantee shall have the Refusal Right to purchase the Property, provided that Grantee is currently and remains at all times hereafter a qualified nonprofit organization as defined in Section 42(h)(5)(C) of the Code, until (i) the Refusal Right has been exercised and the resulting purchase and sale has been closed or (ii) the Refusal Right has been assigned to a Permitted Assignee described in Section 8 hereof. Any assignment of the Refusal Right permitted under this Agreement and the Refusal Right so assigned shall be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee describe in Section 7 hereof meeting the requirements of Section 42(i)(7)(A) of the Code. Notwithstanding anything in this Agreement to the contrary, the Refusal Right granted hereunder shall be contingent on (i) the Grantor's entering into and recordation of a governmental agency regulatory agreement restricting the use of the Property to low-income use restriction as required by the Virginia Housing Development Authority ("VHDA"), which use restrictions shall not be modified without the prior written consent of the VHDA.

3. Grantee may only exercise such right to purchase the Property by delivering to Grantor written notice of its exercise of such right to Grantee on or before the thirty (30) days after its receipt of the Notice from Grantor. If Grantee properly exercises its right to purchase the Property as provided in the preceding sentence, a contract for the sale and purchase of the Property shall exist between Grantor and Grantee on the price and upon the terms and conditions set forth in the Offer except that the purchase price for the Property shall be the lesser of (i) the

price in the Offer or the proposed sales price, provided such price is not less than the fair market value of the Property subject to all restrictive covenants or other agreements regarding use of the Property as affordable housing, as such fair market value is determined jointly by two independent appraisers, one selected by the Grantor and one selected by Grantee, or if the appraisers are unable to agree or they shall jointly appoint a third appraiser (the cost of which shall be evenly divided between the Grantor and the Grantee and the value determined of the majority of such appraisers shall be final and binding); or (ii) the sum of (a) the principal amount of outstanding indebtedness secured by the Property at the closing of the sale of the Property and any accrued interest on such indebtedness, (b) amounts owed to the for-profit partners of Grantor, the General Partner and their affiliates, and (c) on an after-tax basis, all federal, state and local taxes attributable to such sale incurred by the members, partners and/or shareholders of the for-profit partners of the Grantor (taking into account all applicable deductions and credits attributable to such taxes) assuming each such member/partner/shareholder is a corporation that is not a closely-held corporation, pays taxes at the highest applicable marginal tax rate generally applicable to corporations and is not subject to alternative minimum taxes and including the payment of amounts pursuant to this clause (c). In the event the Refusal Right is exercised in accordance with the terms of this Agreement, the closing shall not occur sooner than the later date of (i) the date which is forty-five (45) days after the date on which Grantee delivers notice to Grantor of Grantee's exercise of its right to purchase the Property or (ii) the date which is one hundred eighty (180) days after the expiration of the Compliance Period.

4. In the event that Grantee, after receipt of a Notice, rejects the Offer contained therein (a "Rejection") by (a) affirmatively declining to exercise its right to purchase the Property, (b) failing to respond within the Acceptance Period, or (c) otherwise failing to properly

exercise its right to purchase the Property, the Grantor may thereafter proceed to sell the Property unencumbered by this Agreement.

5. In the event that, after a Rejection, Grantor enters into a contract for the sale of the Property, Grantee agrees to execute an estoppel letter or other appropriate document by which it confirms that it has been given the appropriate notice and opportunity to purchase the Property as provided in this Agreement and that this Agreement has terminated or shall terminate upon the conveyance of the Property. In the event that Grantor has given the Notice as required by Section 1 above and a Rejection has occurred but Grantor is unable to secure from Grantee any such estoppel letter or other document as above provided, Grantor may execute and record an affidavit and release of this Agreement reciting that Grantor has complied with the terms and provisions of the Refusal Right and that Grantee has either expressly declined to purchase the Property or failed to respond within thirty (30) days after receipt of written notice from Grantor as provided for herein which affidavit and release shall be conclusive as between all parties as to record title of said real estate.

6. Grantee's right of first refusal hereunder shall be operative only with respect to sales or transfers of the Property by Grantor to entities or individuals unrelated to Grantor. Grantor shall be deemed to be related to any entity in which it, directly or indirectly, owns at least fifty percent (50%) of the beneficial ownership interests. Grantee's rights hereunder shall survive any such transfer to a related entity or individual unless Grantor has offered the Property to Grantee by giving Grantee a Notice and Grantee has made a Rejection of such Offer.

7. Grantee may assign all of any of its rights under this Agreement to (a) a qualified nonprofit organization as defined in Section 42(h)(5)(C) of the Code, (b) a government agency described in Section 42(i)(7)(A) of the Code, or (c) a tenant organization (in cooperative form or

otherwise) or resident management corporation of the Property (each a “Permitted Assignee”) that demonstrates its ability and willingness to maintain this Property as a low-income housing property in accordance with any use restrictions applicable to the Property and subject in any event to the conditions precedent of the Refusal Right grant set forth in Section 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice thereof to the Grantor. Upon any permitted assignment hereunder, references to this Agreement to Grantee shall mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under the Agreement and so assigned. No assignment of Grantee’s rights hereunder shall be effective unless and until the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of Grantee’s obligations under this Agreement. Except as specifically permitted herein, Grantee’s rights hereunder shall not be assignable.

8. The terms of this Agreement shall not be amended or modified except by a subsequent writing executed by both parties hereto.

9. Either Grantee or Grantor may record this Agreement, at its own cost and expense.

10. This Agreement may be executed in counterparts, such that two counterparts, one executed by each party, shall be deemed to be a complete document.

11. Any notices required or permitted to be given under this Agreement shall be deemed delivered when (a) personally delivered, (b) delivered by overnight courier or (c) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party as follows:

If to Grantor:

Holley Pointe Limited Partnership
500 South Front Street, 10th Floor
Columbus, OH 43215

If to Grantee:

Bay Aging
5306 Old Virginia St., PO Box 610
Urbanna, VA 23175

Either party to this Agreement may change its address for notice purposes by giving written notice to the other party, except that such change of address notice shall not be deemed to have been given until actually received by the addressee.

12. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

**[BALANCE OF PAGE INTENTIONALLY BLANK –
SIGNATURES APPEAR ON NEXT PAGE]**

WITNESS the following signatures:

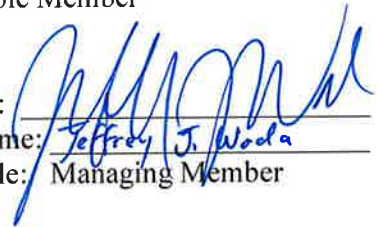
GRANTOR:

HOLLEY POINTE LIMITED PARTNERSHIP,
an Ohio limited partnership

By: Holley Pointe GP, LLC,
an Ohio limited liability company,
its General Partner

By: Woda Cooper General Partner, LLC
an Ohio limited liability company,
its Managing Member

By: Woda Cooper Communities, LLC,
an Ohio limited liability company,
its Sole Member

By: 
Name: Jeffrey J. Woda
Title: Managing Member

STATE OF OHIO)
) ss.:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 14 day of March, 2019, by JEFFREY J. WODA, who is personally known to me or has provided satisfactory identification, as the managing member of Woda Cooper Communities, LLC, the sole member of Woda Cooper General Partner, LLC, the managing member of Holley Pointe GP, LLC, the general partner of Holley Pointe Limited Partnership, an Ohio limited partnership, on behalf of said partnership.



Notary Public
Registration Number: 2016 RE-602785

My Commission expires:
9-6-2021

 JOHANNA S. BECKER
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
09-06-2021
Recorded in
Franklin County

GRANTEE:

Bay Aging,
a Virginia non-stock corporation

By: *Kathy Vesley-Massey*
Name: Kathy Vesley-Massey
Title: President & CEO

STATE OF Virginia)
) ss.:
COUNTY OF Middlesex)

The foregoing instrument was acknowledged before me this 12 day of March, 2019, by Kathy Vesley-Massey, who is personally known to me or has provided satisfactory identification, as President & CEO of Bay Aging.

Stephanie Mary Hutton
Notary Public
Registration Number: 7780473

My Commission Expires:

11/30/2022



EXHIBIT A
Legal Description

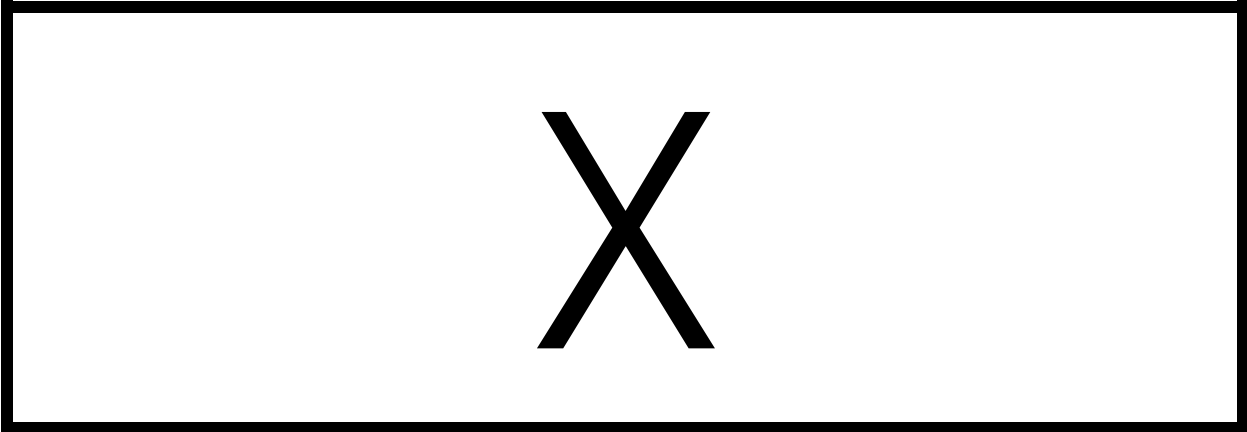
Legal Description

Situated and being in the City of Portsmouth, Virginia and being more particularly described as follows:

Disposition Parcel 191 as shown on the "Resubdivision of Disposition Parcel 191, Crawford Urban Renewal Project for Portsmouth Redevelopment and Housing Authority" approved by the City of Portsmouth, Virginia on September 28, 2002 and recorded in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia on September 30, 2002 in Map Book 19, at page 60.

W

(Reserved)



X

Marketing Plan

For units meeting accessibility requirements of HUD section

504

Holley Pointe

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 Holley Pointe 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.

Woda Management & Real Estate, LLC (“WMRE”) will be responsible for the management of Holley Pointe. WMRE will be responsible for all of the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, WMRE will be responsible for the development and management of community and resident services program. There will be a property manager on-site at Holley Pointe. The files will also be kept on-site at Holley Pointe.

Holley Pointe Limited Partnership and WMRE commit to providing a *first preference on its waiting list for persons with an intellectual or developmental disability (ID/DD) for the greater of 5 units or 10% of the units.* As mentioned in Section II. Marketing and Outreach, Holley Pointe Limited Partnership and WMRE will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) and Virginia Department of Behavioral Health and Developmental Services (DBHDS). WMRE will retain tenant verification letters, and the Acknowledgement and Settlement Agreement Target Population Status. Developmental Disability units will be confirmed by VHDA; Elizabeth Seward, Director, Statewide Housing Initiatives, (804)-343-5615.

I. Affirmative Marketing

WMRE 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. WMRE, 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. Any resident who has questions not answered by the housing staff will be referred to the Regional Director of WMRE.

II. Marketing and Outreach

WMRE will locate 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

WMRE will contact local centers for independent living and disability services boards and other service organizations via phone and printed communication. Additionally, WMRE will notify such organizations of vacancies. The contacts will include the following organizations:

- Area Center for Independent Living: 804-862-9338
- Virginia Department for Aging and Rehabilitative Services: 1-800-552-5019
- Virginia Association of Community Services Boards: 804-330-3141
- Department of Aging and Rehabilitative Services: 804-662-7000 or 804-863-1625
- Department of Veterans Services: 804-786-0286
- Continuum of Care Organizations
- Virginia Board for People with Disabilities: 804-786-0016
- Centers for Independent Living – ENDependence Center of Northern Virginia
 - Disability Resource Center: 757-461-8007
 - Access Independence: 757-461-7527
- **Virginia Department of Medical Assistance Services (DMAS): 804-786-7933**
- **Virginia Department of Behavioral Health and Developmental Services (DBHDS): 804-786-3921**

- Any other appropriate resource agencies/organizations, non-profits that assist persons with disabilities, churches, veteran's organizations, service clubs (Rotary, Kiwanis, Ruritan, VFW), patient services of local hospitals and nursing homes
- Places of employment, unemployment offices, welfare and post offices, grocery stores, churches, community halls and public transportation centers

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 and Digital Advertising

Woda Management & Real Estate, LLC will also list the property on the following websites at the start of lease up and for the duration of the compliance period:

- The property will be listed on www.virginiahousingsearch.com , which includes information on amenities available for the Target Population(s). It will be listed at the start of lease up and for the duration of the compliance period.
- www.hud.gov
- www.craigslist.org
- www.accessva.org
- dbhds.virginia.gov
- Other applicable apartment listing websites

3. Print Media

Print media sources will also be identified in the 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 logotype, slogan or statement, in compliance with the Fair Housing Act, as well as the fact the 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 project 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 brochures can be produced at low cost which will effectively sell the apartments and community. This 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 should be changed several times each year 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. Also posted in the Rental Office are instructions to anyone who feels they have been discriminated against to contact the Regional Manager at WMRE directly. WMRE 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, churches, mosques, and synagogues, 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 resident interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the resident and the responsibilities which the resident will be expected to assume.

Times of Operation - the Management Office will be open Monday through Thursday from 9:00 A.M. to 2:00 P.M. Applicants will be processed at the Management Office in accordance with approved criteria. Move-in process and orientation to property - applicants meet with the Housing Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

On-site staff will perform housekeeping/home visits, check previous landlord and personal references, verify income, perform criminal/sex offender and credit background checks for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New tenants 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 standards 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 by the housing staff at the Management Office, well versed in Fair Credit Law. As stated before, the processing will include a review of prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The on-site 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 Property Manager 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 your threshold, but you have determined the applicant has no bad credit *and* no negative rental history *and* no criminal history and enough income to qualify, then you can conditionally approve the application after you have contacted the prior landlord. In these cases, the application must be reviewed by the Associate Director 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.
-
- 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 Holley Pointe 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 if required.
 - Applicants must provide a birth certificate or other acceptable HUD approved forms 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.

- 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.