
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 checked="" type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested) |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (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 checked="" type="checkbox"/> | Tab S: Supportive Housing Certification |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation |
| <input checked="" type="checkbox"/> | Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input type="checkbox"/> | Tab W: (Reserved) |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/11/2019

1. Development Name: 1218 Park
2. Address (line 1): 1218 Park Ave
Address (line 2):
City: Lynchburg State: VA Zip: 24501
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 Lynchburg 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: 6.00
7. Development is located in a Qualified Census Tract..... TRUE
8. Development is located in a Difficult Development Area..... FALSE
9. Development is located in a Revitalization Area based on QCT TRUE
10. Development is located in a Revitalization Area designated by resolution FALSE
11. Development is located in an Opportunity Zone (with a binding commitment for funding)..... FALSE
(If 9, 10 or 11 are True, Action: Provide required form in TAB K1)
12. Development is located in a census tract with a poverty rate of.....

3%	10%	12%
FALSE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 7
- Planning District: 11
- State Senate District: 22
- State House District: 22

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

Adaptive reuse of an industrial building into 35 units of affordable housing plus community amenity space.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/11/2019

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: Ms. Bonnie Svrcek
Chief Executive Officer's Title: City Manager Phone: (434) 455-3990
Street Address: 900 Church St
City: Lynchburg State: VA Zip: 24504

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

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

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

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

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

B. RESERVATION REQUEST INFORMATION

1. **Requesting Credits From:**

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

Accessible Supportive Housing 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:**

Adaptive Reuse

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.)

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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: 1218 Park, LP

Developer Name: KCG Development

Contact: M/M ▶ Ms. First: Erica MI: Last: Meissner

Address: 9333 North Meridian Street, Suite 230

City: Indianapolis St. ▶ IN Zip: 46260

Phone: (508) 341-3930 Ext. Fax:

Email address: erica.meissner@kcgcompanies.com

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

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

Additional Contact: Please Provide Name, Email and Phone number.
Stacy Kaplowitz, stacy.kaplowitz@kcgcompanies.com, (202) 744-1479

- 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>
RJ Pasquesi	(317) 708-7519	Managing Member	45.000%
Shawn Horwitz	(818) 449-5824	Member	45.000%
Rush Lifetime Homes Inc.	(434) 455-2120	Member	10.000%
Jeff Smith (Ex. Dir., Rush Lifetime Homes Inc.)	(434) 455-2120	Member	0.000%
			0.000%
			0.000%
			0.000%

needs

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: 6/30/2020

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..... 6/30/2020 .
- 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: 1218 Park Avenue, LLC

Address: 2600 Memorial Ave, Suite LL1

City: Lynchburg St.: VA Zip: 24501

Contact Person: Luke Dykman Phone: (434) 944-3920

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

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

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

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

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E. DEVELOPMENT TEAM INFORMATION

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

1. Tax Attorney: John Nolde This is a Related Entity. FALSE
Firm Name: Winthrop & Weinstine
Address: Capella Tower, Ste 3500, 225 S 6th St, Minneapolis, MN 55402
Email: jnolde@winthrop.com Phone: (612) 604-6720
2. Tax Accountant: Gordon Jack This is a Related Entity. FALSE
Firm Name: Tidwell Group
Address: 4249 Easton Way, Ste 210, Columbus, OH 43219
Email: gordon.jack@tidwellgroup.com Phone: (202) 271-5521
3. Consultant: Ryne Johnson This is a Related Entity. FALSE
Firm Name: Astoria Role: Tax Credit App Consultant
Address: 3450 Lady Marian Court, Midlothian, VA 23113
Email: rynejohnson@astoriallc.com Phone: (804) 320-0585
4. Management Entity: Jeff Smith This is a Related Entity. TRUE
Firm Name: Rush Lifetime Homes
Address: P.O. Box 3305 Lynchburg, VA 25403
Email: jeff@rushhomes.org Phone: (434) 455-2120
5. Contractor: Will Marshall This is a Related Entity. FALSE
Firm Name: Jamerson - Lewis Construction Inc.
Address: 1306 Stephanson Ave, Lynchburg, VA 24501
Email: wmarshall@jamersonlewis.com Phone: (434) 845-3468
6. Architect: Mikel Griffin, AIA, LEED AP This is a Related Entity. FALSE
Firm Name: CJMW Architecture
Address: 1030 Main Street, Lynchburg, VA 24504
Email: mike.griffin@cjmw.com Phone: (434) 847-6564
7. Real Estate Attorney: Andrew Moody This is a Related Entity. FALSE
Firm Name: KCG Companies
Address: Woodland Hills, CA
Email: andrew.moody@alliantcapital.com Phone: (818) 668-2866
8. Mortgage Banker: Ryne Johnson This is a Related Entity. FALSE
Firm Name: Astoria
Address: 3450 Lady Marian Court, Midlothian, VA 23113
Email: rynejohnson@astoriallc.com Phone: (804) 320-0585
9. Other: This is a Related Entity. FALSE
Firm Name: Role:
Address:
Email: Phone:

F. REHAB INFORMATION

1. Acquisition Credit Information

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

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

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

2. Ten-Year Rule For Acquisition Credits

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

a. Credits are being requested for rehabilitation expenditures..... FALSE
If no credits are being requested for rehabilitation expenditures, go on to Part 4

b. Minimum Expenditure Requirements

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

4. Request For Exception

- a. The proposed new construction development (including adaptive reuse and rehabilitation that creates additional rental space) is subject to an assessment of up to minus 20 points for being located in a pool identified by the Authority as a pool with little or no increase in rent burdened population..... TRUE
- 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..... TRUE
 - ii. Proposed development is designed to serve as a replacement for housing being demolished through redevelopment..... FALSE
 - iii. Proposed development is housing that is an integral part of a neighborhood revitalization project sponsored by a local housing authority..... FALSE

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

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... 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: Rush Lifetime Homes Inc. (Please fit NP name within available space)

Contact Person: Jeff Smith

Street Address: P.O. Box 3305

City: Lynchburg State: VA Zip: 24503-0000

Phone: (434) 455-2120 Extension: Contact Email: jeff@rushhomes.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: Rush Lifetime Homes Inc.

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	35	bedrooms	78
Total number of rental units in development	35	bedrooms	78
Number of low-income rental units	35	bedrooms	78
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	0	bedrooms	0
Number of adaptive reuse units:	35	bedrooms	78
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.....		51,515.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		2,602.02	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		1,312.00	
g. Total Usable Residential Heated Area.....		47,600.98	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		100.00%	
i. Exact area of site in acres	1.159		
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	1410.71	SF	6	6
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	1120.63	SF	4	4
2BR Garden	1250.72	SF	14	14
3BR Garden	1558.57	SF	11	11
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
			35	35

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:..... 104 years
- c. Number of stories:..... 4
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: local nonprofit user
- 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	FALSE	v. Detached Single-family	FALSE
ii. Garden Apartments	TRUE	vi. Detached Two-family	FALSE
iii. Slab on Grade	TRUE	vii. Basement	FALSE
iv. Crawl space	TRUE		

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

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

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: wellness room, lounge

m. Number of Proposed Parking Spaces.....	11
Parking is shared with another entity	FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. TRUE
 If **True**, Provide required documentation (**TAB K3**).

H. STRUCTURE AND UNITS INFORMATION

5. Plans and Specifications

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

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

NOTE: All developments must meet 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	2.50%
Project Wide Capture Rate - Market Units	
Project Wide Capture Rate - All Units	2.50%
Project Wide Absorption Period (Months)	2 months

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
- FALSE h. Each unit is provided free individual WiFi access.
- TRUE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE j. Full bath fans are equipped with a humidistat.
- TRUE k. Cooking surfaces are equipped with fire prevention features
- or
- FALSE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- TRUE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE 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:

J. ENHANCEMENTS

FALSE a. All cooking ranges have front controls.

FALSE b. Bathrooms have an independent or supplemental heat source.

FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.

2. Green Certification

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

The applicant will also obtain one of the following:

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

TRUE 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.

35 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:

I. UTILITIES

1. Describe the Heating/AC System: Split System HVAC

2. Services Included:

Utilities	Type of Utility (Gas, Electric, Oil, etc.)	Utilities ▶ Paid by:	Enter Allowances by Bedroom Size				
			0-bdr	1-bdr	2-bdr	3-bdr	4-br
Heating	electric	Tenant	0	14	16	19	0
Air Conditioning	electric	Tenant	0	7	8	9	0
Cooking	electric	Tenant	0	5	6	7	0
Lighting	electric	Tenant	0	21	27	30	0
Hot Water	electric	Tenant		13	15	17	0
Water		Tenant	0	10	13	17	0
Sewer		Tenant	0	18	25	32	0
Trash		Owner	0	0	0	0	0
Total utility allowance for costs paid by tenant			\$0	\$88	\$110	\$131	\$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. FALSE Local PHA
- e. TRUE Other: Viridiant Utility Model

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.)
- TRUE 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: Lynchburg Redevelopment and Housing Authority

Contact person: Dawn Fagan

Title: Executive Director

Phone Number (434) 489-7200

Action: Provide required notification documentation (TAB L)

b. Leasing preference will be given to individuals and families with children..... TRUE
(Less than or equal to 20% of the units must have of 1 or less bedrooms).

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 13
% of total Low Income Units 37%

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? _____

d. Number of units receiving assistance:

9

How many years in rental assistance contract?

15.00

Expiration date of contract:

9/1/2035

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
0	0.00%	30% Area Median
0	0.00%	40% Area Median
18	51.43%	50% Area Median
17	48.57%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
35	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
6	17.14%	40% Area Median
12	34.29%	50% Area Median
17	48.57%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
35	100.00%	Total

- b. The development plans to utilize income averaging..... **FALSE**
 If above is true, should the points based on the units assigned to the levels above **be waived** and therefore not required for 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
							\$0
Mix 1							
Mix 2	1 BR - 1 Bath	40% AMI	1		664.40	\$389.00	\$389
Mix 3	1 BR - 1 Bath	40% AMI	1		559.90	\$389.00	\$389
Mix 4	1 BR - 1 Bath	60% AMI	1	1	702.70	\$627.00	\$627
Mix 5	1 BR - 1 Bath	50% AMI	1		572.90	\$508.00	\$508
Mix 6	1 BR - 1 Bath	40% AMI	1		584.60	\$389.00	\$389
Mix 7	2 BR - 1.5 Bath	50% AMI	1		742.20	\$605.00	\$605
Mix 8	2 BR - 1.5 Bath	60% AMI	1	1	897.30	\$748.00	\$748
Mix 9	2 BR - 1.5 Bath	40% AMI	1		711.10	\$462.00	\$462
Mix 10	2 BR - 1.5 Bath	50% AMI	2	1	836.40	\$605.00	\$1,210
Mix 11	2 BR - 1.5 Bath	60% AMI	5		816.28	\$748.00	\$3,740
Mix 12	2 BR - 1.5 Bath	60% AMI	1		737.80	\$748.00	\$748
Mix 13	2 BR - 1.5 Bath	40% AMI	1		702.70	\$462.00	\$462
Mix 14	2 BR - 1.5 Bath	60% AMI	1	1	820.30	\$748.00	\$748
Mix 15	2 BR - 1.5 Bath	60% AMI	1		778.70	\$748.00	\$748
Mix 16	2 BR - 1.5 Bath	60% AMI	1		764.80	\$748.00	\$748
Mix 17	2 BR - 1.5 Bath	60% AMI	1		798.40	\$748.00	\$748
Mix 18	2 BR - 1.5 Bath	60% AMI	1		873.30	\$748.00	\$748
Mix 19	3 BR - 2 Bath	40% AMI	1		1140.00	\$530.00	\$530
Mix 20	3 BR - 2 Bath	60% AMI	2		950.50	\$861.00	\$1,722
Mix 21	3 BR - 2 Bath	50% AMI	2	1	988.10	\$695.00	\$1,390
Mix 22	3 BR - 2 Bath	60% AMI	2	1	1065.90	\$861.00	\$1,722

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L. UNIT DETAILS

Mix 23	3 BR - 2 Bath	50% AMI	1	1195.30	\$695.00	\$695
Mix 24	3 BR - 2 Bath	50% AMI	1	1004.70	\$695.00	\$695
Mix 25	3 BR - 2 Bath	50% AMI	1	1136.10	\$695.00	\$695
Mix 26	3 BR - 2 Bath	50% AMI	1	1010.50	\$695.00	\$695
Mix 27	3 BR - 2 Bath	50% AMI	1	1001.20	\$695.00	\$695
Mix 28	3 BR - 2 Bath	50% AMI	1	924.50	\$695.00	\$695
Mix 29						\$0
Mix 30						\$0
Mix 31						\$0
Mix 32						\$0
Mix 33						\$0
Mix 34						\$0
Mix 35						\$0
Mix 36						\$0
Mix 37						\$0
Mix 38						\$0
Mix 39						\$0
Mix 40						\$0
Mix 41						\$0
Mix 42						\$0
Mix 43						\$0
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Mix 74						\$0
Mix 75						\$0
Mix 76						\$0
Mix 77						\$0
Mix 78						\$0
Mix 79						\$0
Mix 80						\$0
Mix 81						\$0

L. UNIT DETAILS

Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
TOTALS			35	6	22,980.58	\$17,537	\$23,551

Total Units	35	Net Rentable SF:	TC Units	30,086.60
			MKT Units	0.00
			Total NR SF:	30,086.60

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$3,600
2. Office Salaries			\$25,000
3. Office Supplies			\$2,500
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$15,000
<u>5.02%</u> of EGI	<u>\$428.57</u>	Per Unit	
6. Manager Salaries			\$36,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$2,000
9. Auditing			\$500
10. Bookkeeping/Accounting Fees			\$7,000
11. Telephone & Answering Service			\$5,000
12. Tax Credit Monitoring Fee			\$2,360
13. Miscellaneous Administrative			\$1,250
Total Administrative			\$100,210

Utilities

14. Fuel Oil			\$0
15. Electricity			\$6,195
16. Water			\$8,500
17. Gas			\$0
18. Sewer			\$9,750
Total Utility			\$24,445

Operating:

19. Janitor/Cleaning Payroll			\$6,000
20. Janitor/Cleaning Supplies			\$1,000
21. Janitor/Cleaning Contract			\$2,500
22. Exterminating			\$2,750
23. Trash Removal			\$1,500
24. Security Payroll/Contract			\$500
25. Grounds Payroll			\$1,500
26. Grounds Supplies			\$2,200
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$2,750
29. Repairs/Material			\$1,275
30. Repairs Contract			\$1,500
31. Elevator Maintenance/Contract			\$1,500
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$1,000
35. Decorating/Payroll/Contract			\$500
36. Decorating Supplies			
37. Miscellaneous			\$0
Totals Operating & Maintenance			\$26,475

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$13,500
39. Payroll Taxes	\$6,228
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$12,600
42. Fidelity Bond	\$0
43. Workman's Compensation	\$495
44. Health Insurance & Employee Benefits	\$4,200
45. Other Insurance	\$0
Total Taxes & Insurance	\$37,023

Total Operating Expense	\$188,153
--------------------------------	------------------

Total Operating Expenses Per Unit	\$5,376	C. Total Operating Expenses as % of EGI	62.93%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$10,500
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Total Expenses	\$198,653
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ACTION: Provide Documentation of Operating Budget at **Tab R** if applicable.

2019 Low-Income Housing Tax Credit Application For Reservation

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	1/23/2019	Erica Meissner
b. Site Acquisition	9/1/2019	Erica Meissner
c. Zoning Approval	completed	Erica Meissner
d. Site Plan Approval	7/1/2019	Mike Griffin
2. Financing		
a. Construction Loan		
i. Loan Application	7/1/2019	Erica Meissner
ii. Conditional Commitment	7/15/2019	Erica Meissner
iii. Firm Commitment	8/15/2019	Erica Meissner
b. Permanent Loan - First Lien		
i. Loan Application	7/1/2019	Erica Meissner
ii. Conditional Commitment	7/15/2019	Erica Meissner
iii. Firm Commitment	8/15/2019	Erica Meissner
c. Permanent Loan-Second Lien		
i. Loan Application	7/1/2019	Erica Meissner
ii. Conditional Commitment	7/15/2019	Erica Meissner
iii. Firm Commitment	8/15/2019	Erica Meissner
d. Other Loans & Grants		
i. Type & Source, List	DHCD - ASNH	Erica Meissner
ii. Application	3/25/2019	Erica Meissner
iii. Award/Commitment		Erica Meissner
2. Formation of Owner	completed	Erica Meissner
3. IRS Approval of Nonprofit Status	completed	Jeff Smith
4. Closing and Transfer of Property to Owner	9/1/2019	Erica Meissner
5. Plans and Specifications, Working Drawings	8/15/2019	Mike Griffin
6. Building Permit Issued by Local Government	8/30/2019	Erica Meissner
7. Start Construction	9/1/2019	Will Marshall
8. Begin Lease-up	10/1/2020	Jeff Smith
9. Complete Construction	11/1/2020	Will Marshall
10. Complete Lease-Up	3/1/2021	Jeff Smith
11. Credit Placed in Service Date	6/1/2021	Erica Meissner

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)	0	0	0	0
b. Unit Structures (Rehab)	3,415,000	0	0	3,415,000
c. Non Residential Structures		0	0	0
d. Commercial Space Costs	25,000	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	3,440,000	0	0	3,415,000
f. Earthwork		0	0	
g. Site Utilities	30,000	0	0	30,000
h. Roads & Walks	55,000	0	0	55,000
i. Site Improvements	15,000	0	0	15,000
j. Lawns & Planting	20,000	0	0	20,000
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	120,000	0	0	120,000
n. Demolition	86,000	0	0	86,000
o. Site Work	0	0	0	0
p. Other Site work	0	0	0	0
Total Land Improvements	326,000	0	0	326,000
Total Structure and Land	3,766,000	0	0	3,741,000
q. General Requirements	225,000	0	0	192,000
r. Builder's Overhead	75,000	0	0	71,000
(2.0% Contract)				
s. Builder's Profit	225,000	0	0	202,000
(6.0% Contract)				
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	\$4,291,000	\$0	\$0	\$4,206,000

O. PROJECT BUDGET - OWNER COSTS

MUST USE WHOLE NUMBERS ONLY!

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	20,000	0	0	18,750
b. Architecture/Engineering Design Fee \$5,016 /Unit)	175,560	0	0	162,500
c. Architecture Supervision Fee \$1,003 /Unit)	35,112	0	0	35,112
d. Tap Fees	12,160	0	0	12,160
e. Environmental	40,000	0	0	38,750
f. Soil Borings	12,000	0	0	11,420
g. EarthCraft/LEED	25,000	0	0	23,750
h. Appraisal	3,500	0	0	3,000
i. Market Study	6,500	0	0	6,500
j. Site Engineering / Survey	63,884	0	0	62,800
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	32,111	0	0	29,111
m. Construction Loan Origination Fee	65,000	0	0	64,100
n. Construction Interest (4.5% for 13 months)	291,000	0	0	218,250
o. Taxes During Construction	15,000	0	0	14,876
p. Insurance During Construction	40,000	0	0	37,750
q. Permanent Loan Fee (1.0%)	10,750	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	15,000	0	0	0
u. Accounting	30,000	0	0	0
v. Title and Recording	50,000	0	0	49,587
w. Legal Fees for Closing	100,000	0	0	95,000
x. Mortgage Banker	50,000	0	0	0
y. Tax Credit Fee	38,800			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	100,000	0	0	100,000
ab. Organization Costs	12,500	0	0	12,500
ac. Operating Reserve	139,849	0	0	0
ad. Contingency	452,500	0	0	452,500
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
(1) Other* specify:	0	0	0	0
(2) Other* specify:	0	0	0	0
(3) Other* specify:	0	0	0	0
(4) Other* specify:	0	0	0	0
(5) Other * specify:	0	0	0	0
(6) Other* specify:	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(7) Other* specify:	0	0	0	0
(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))	\$1,836,226	\$0	\$0	\$1,448,416
Subtotal 1 + 2 (Owner + Contractor Costs)	\$6,127,226	\$0	\$0	\$5,654,416
3. Developer's Fees	820,000	0	0	820,000
4. Owner's Acquisition Costs				
Land	75,000			
Existing Improvements	425,000	425,000		
Subtotal 4:	\$500,000	\$425,000		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$7,447,226	\$425,000	\$0	\$6,474,416

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:

\$825,267

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

\$212,778 **Meets Limits**
\$135 **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	7,447,226	425,000	0	6,474,416

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)

425,000	0	6,474,416
---------	---	-----------

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	1,942,325
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0
Total Adjusted Eligible basis	0	8,416,741

5. Applicable Fraction

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

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

425,000	0	8,416,741
---------	---	-----------

7. Applicable Percentage

3.27%	3.27%	9.00%
-------	-------	-------

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

8. Maximum Allowable Credit under IRC §42

\$13,898	\$0	\$757,507
----------	-----	-----------

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

\$771,405 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. TBD Bank			\$5,150,000	Ryne Johnson
2.				
3.				
Total Construction Funding:			\$5,150,000	

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. VHDA taxable bonds			\$400,000	\$25,338	5.36%	35.00	35.00
2. VHDA Reach			\$700,000	\$32,093	2.95%	35.00	35.00
3. DHCD - ASNH	3/29/2019		\$520,000	\$24,015	3.00%	35.00	35.00
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$1,620,000	\$81,446			

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. AHP - Atlanta	6/2/2019		\$500,000	Erica Meissner
2.				
3.				
4.				
5.				
6.				
Total Permanent Grants:			\$500,000	

Q. SOURCES OF FUNDS

4. Subsidized Funding

Source of Funds		Date of Commitment	Amount of Funds
1.	PILOT		\$127,552
2.			
3.			\$0
4.			
5.			
Total Subsidized Funding			\$127,552

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

a.	Tax Exempt Bonds		\$0
b.	RD 515		\$0
c.	Section 221(d)(3)		\$0
d.	Section 312		\$0
e.	Section 236		\$0
f.	VHDA SPARC/REACH		\$700,000
g.	HOME Funds		\$0
h.	Other:	ASNH	\$520,000
i.	Other:		\$0

Market-Rate Loans

a.	Taxable Bonds		\$400,000
b.	Section 220		\$0
c.	Section 221(d)(3)		\$0
d.	Section 221(d)(4)		\$0
e.	Section 236		\$0
f.	Section 223(f)		\$0
g.	Other:		\$0

Grants*

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

Grants

c.	State		
d.	Local		
e.	Other:	AHP	\$500,000

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

Q. SOURCES OF FUNDS

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

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

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

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

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

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

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

- c. FALSE Other

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

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	\$359,228			(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0			
Equity Total			\$359,228	

2. Equity Gap Calculation

a. Total Development Cost	\$7,447,226	
b. Total of Permanent Funding, Grants and Equity	-	<u>\$2,479,228</u>
c. Equity Gap		\$4,967,998
d. Developer Equity	-	<u>\$495</u>
e. Equity gap to be funded with low-income tax credit proceeds		\$4,967,503

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	Boston Capital		
Contact Person:	Corine Sheridan	Phone:	(410) 451-7309
Street Address:			
City:		State:	
Zip:			
b. Syndication Equity			
i. Anticipated Annual Credits		\$540,000.00	
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)		\$0.920	
iii. Percent of ownership entity (e.g., 99% or 99.9%)		99.99%	
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)		\$0	
v. Net credit amount anticipated by user of credits		\$539,946	
vi. Total to be paid by anticipated users of credit (e.g., limited partners)		<u>\$4,967,503</u>	
c. Syndication:	Private		
d. Investors:	Corporate		

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$4,967,503

5. Net Equity Factor

Must be equal to or greater than 85% 91.9999962959%

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>\$7,447,226</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$2,479,228</u>
3. Equals Equity Gap		<u>\$4,967,998</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>91.9999962959%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$5,399,998</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$540,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$771,405</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$540,000</u>
Credit per LI Units	<u>\$15,428.5714</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$6,923.0769</u>	

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units		\$23,551
Plus Other Income Source (list):	laundry, storage, late fees, misc.	\$3,240
Equals Total Monthly Income:		\$26,791
Twelve Months		x12
Equals Annual Gross Potential Income		\$321,492
Less Vacancy Allowance	7.0%	\$22,504
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$298,988

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	\$298,988
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$298,988
d.	Total Expenses	\$198,653
e.	Net Operating Income	\$100,335
f.	Total Annual Debt Service	\$81,446
g.	Cash Flow Available for Distribution	\$18,889

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	298,988	304,967	311,067	317,288	323,634
Less Oper. Expenses	198,653	204,613	210,751	217,073	223,586
Net Income	100,335	100,355	100,316	100,214	100,048
Less Debt Service	81,446	81,446	81,446	81,446	81,446
Cash Flow	18,889	18,909	18,870	18,768	18,602
Debt Coverage Ratio	1.23	1.23	1.23	1.23	1.23

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	330,106	336,709	343,443	350,312	357,318
Less Oper. Expenses	230,293	237,202	244,318	251,648	259,197
Net Income	99,813	99,506	99,125	98,664	98,121
Less Debt Service	81,446	81,446	81,446	81,446	81,446
Cash Flow	18,367	18,060	17,679	17,218	16,675
Debt Coverage Ratio	1.23	1.22	1.22	1.21	1.20

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	364,464	371,753	379,189	386,772	394,508
Less Oper. Expenses	266,973	274,982	283,232	291,729	300,480
Net Income	97,491	96,771	95,957	95,044	94,027
Less Debt Service	81,446	81,446	81,446	81,446	81,446
Cash Flow	16,045	15,325	14,511	13,598	12,581
Debt Coverage Ratio	1.20	1.19	1.18	1.17	1.15

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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

DO NOT use the CUT feature

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		35	0	1218 Park Avenue		Lynchburg	VA	24501	\$425,000	09/01/20	3.27%	\$13,898				\$0	\$8,416,741	09/01/20	9.00%	\$757,507
2.																\$0				\$0
3.																\$0				\$0
4.																\$0				\$0
5.																\$0				\$0
6.																\$0				\$0
7.																\$0				\$0
8.																\$0				\$0
9.																\$0				\$0
10.																\$0				\$0
11.																\$0				\$0
12.																\$0				\$0
13.																\$0				\$0
14.																\$0				\$0
15.																\$0				\$0
16.																\$0				\$0
17.																\$0				\$0
18.																\$0				\$0
19.																\$0				\$0
20.																\$0				\$0
21.																\$0				\$0
22.																\$0				\$0
23.																\$0				\$0
24.																\$0				\$0
25.																\$0				\$0
26.																\$0				\$0
27.																\$0				\$0
28.																\$0				\$0
29.																\$0				\$0
30.																\$0				\$0
31.																\$0				\$0
32.																\$0				\$0
33.																\$0				\$0
34.																\$0				\$0
35.																\$0				\$0

35 0

Totals from all buildings

\$425,000

\$13,898

\$0

\$0

\$8,416,741

\$757,507

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.

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: 1218 Park, LP

By: *R.J. Pasquasi*
Its: Managing Member of KCG 1218 Park GP, LLC
(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	Y	0 or 10	10.00
e. Location in a revitalization area with resolution	N	0 or 15	0.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			10.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	3.71
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	1.71%	Up to 40	3.43
d. Tax abatement on increase of property's value	Y	0 or 5	5.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	0.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
Total:			22.14

2019 Low-Income Housing Tax Credit Application For Reservation

3. DEVELOPMENT CHARACTERISTICS:

a. Amenities (See calculations below)			57.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet VHDA's Universal Design standards	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>172.00</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$63,600	\$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	31.43%	Up to 15	15.00
c. Units with rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	17.14%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	51.43%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	51.43%	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>90.00</u>

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	Y	0 or 50	50.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	N	0 or 50	0.00
or c. Developer experience - 1 development with 1 x units	N	0 or 10	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by 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	26.37
b. Cost per unit		Up to 100	5.03
Total:			<u>31.40</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: 435.54

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	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	0.00
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
		57.00

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
		0.00

Total amenities: 57.00

X. Development Summary

Summary Information

2019 Low-Income Housing Tax Credit Application For Reservation

Deal Name: 1218 Park

Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$540,000
Allocation Type: Adaptive Reuse **Jurisdiction:** Lynchburg City
Total Units: 35 **Population Target:** PWD
Total LI Units: 35 **Owner Contact:** Erica Meissner
Project Gross Sq Ft: 51,515.00
Green Certified? TRUE

Total Score
435.54

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$1,620,000	\$46,286	\$31	\$81,446

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$3,766,000	\$107,600	\$73	50.57%
General Req/Overhead/Profit	\$525,000	\$15,000	\$10	7.05%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$1,836,226	\$52,464	\$36	24.66%
Acquisition	\$500,000	\$14,286	\$10	6.71%
Developer Fee	\$820,000	\$23,429	\$16	11.01%
Total Uses	\$7,447,226	\$212,778		

Total Development Costs	
Total Improvements	\$6,127,226
Land Acquisition	\$500,000
Developer Fee	\$820,000
Total Development Costs	\$7,447,226

Proposed Cost Limit/Unit: \$212,778
Applicable Cost Limit/Unit: \$259,224
Proposed Cost Limit/Sq Ft: \$135
Applicable Cost Limit/Sq Ft: \$281

Income	
Gross Potential Income - LI Units	\$321,492
Gross Potential Income - Mkt Units	\$0
Subtotal	\$321,492
Less Vacancy %	7.00%
Effective Gross Income	\$298,988

Rental Assistance? TRUE

Unit Breakdown	
Supp Hsg	6
# of Eff	0
# of 1BR	4
# of 2BR	14
# of 3BR	11
# of 4+ BR	0
Total Units	29

Expenses		
Category	Total	Per Unit
Administrative	\$100,210	\$2,863
Utilities	\$24,445	\$698
Operating & Maintenance	\$26,475	\$756
Taxes & Insurance	\$37,023	\$1,058
Total Operating Expenses	\$188,153	\$5,376
Replacement Reserves	\$10,500	\$300
Total Expenses	\$198,653	\$5,676

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	6
50% AMI	18	12
60% AMI	17	17
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 30

Cash Flow	
EGI	\$298,988
Total Expenses	\$198,653
Net Income	\$100,335
Debt Service	\$81,446
Debt Coverage Ratio (YR1):	1.23

2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$151.16** Credits/SF = **11.34427** Const \$/unit = **\$122,600.0000**

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

11000
600
2

600
2

*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	1,410.71	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	6	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	231,190	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	231,190	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	231,190	0	0	0	0	0	0
PROJECT COST PER UNIT	213,239	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	19,239	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	19,239	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	19,239	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	16,003	0	0	0	0	0	0
COST PER UNIT POINTS	1.33	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	5.77	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	1,120.63	1,250.72	1,558.57	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	4	14	11	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	155,813	207,750	244,106	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	155,813	207,750	244,106	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	155,813	207,750	244,106	0	0	0	0
PROJECT COST PER UNIT	0	169,391	189,055	235,589	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	12,758	17,010	19,987	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	12,758	17,010	19,987	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	12,758	17,010	19,987	0	0	0	0
PROJECT CREDIT PER UNIT	0	12,713	14,189	17,681	0	0	0	0
COST PER UNIT POINTS	0.00	-1.00	3.60	1.10	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.08	13.27	7.25	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **5.03**

TOTAL CREDIT PER UNIT POINTS **26.37**

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	231,190	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	231,190	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	19,239	0	0	0	0	0	0
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Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	19,239	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	155,813	207,750	244,106	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	155,813	207,750	244,106	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
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Adjusted Credit Parameter	0	12,758	17,010	19,987	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	231,190	0	0	0	0	0	0
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2019 Low-Income Housing Tax Credit Application For Reservation

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CREDIT PARAMETER	19,239	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	16,003	0	0	0	0	0	0
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TOTAL COST PER UNIT POINTS **5.03**

TOTAL CREDIT PER UNIT POINTS **26.37**

Cost Parameters - Elderly

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

Cost Parameters - Elderly

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Credit Parameters - Elderly

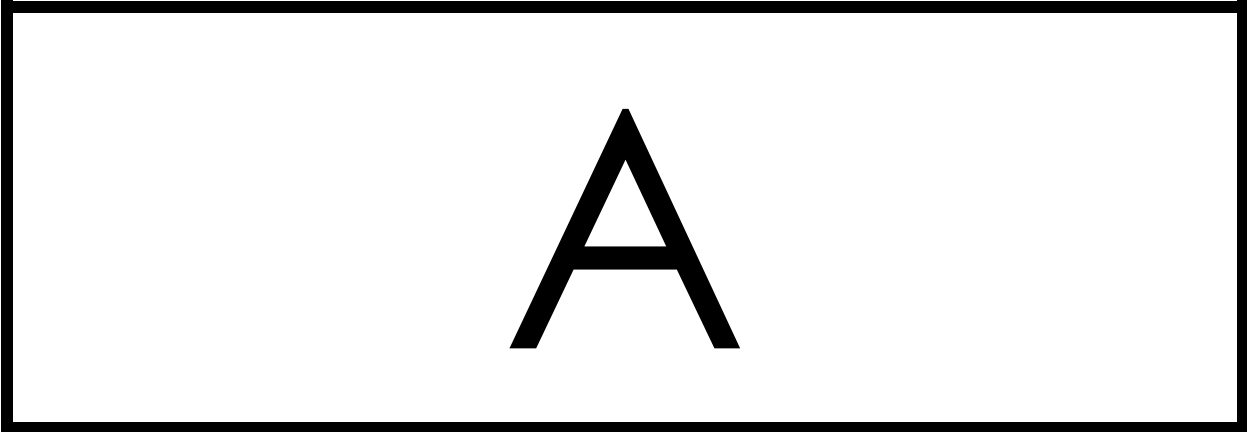
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	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
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Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	155,813	207,750	244,106	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	12,758	17,010	19,987	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	12,758	17,010	19,987	0	0	0	0



A

Partnership or Operating Agreement

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

Enclosed:

1. First Amendment of Agreement of Limited Partnership
2. 1218 Park, LP Limited Partnership Agreement
3. 1218 Park, LP Organizational Charter
4. KCG 1218 Park GP, LLC Operating Agreement

FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

This FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP is entered into effective as of February 28, by and between KCG 1218 PARK GP, LLC, a Virginia limited liability company (the “**General Partner**”) and RJ PASQUESI, an individual (the “**Limited Partner**”).

BACKGROUND

- A. 1218 Park, LP, a Virginia limited partnership (the “**Partnership**”) is governed by that certain Agreement of Limited Partnership dated as of February 28, 2019 (the “**Partnership Agreement**”).
- B. In connection with the Partnership’s application for low-income housing tax credits, the partners desire to grant to Rush Lifetime Homes, Inc., a Virginia non stock, nonprofit corporation, a right of first refusal to purchase certain real estate and the improvements thereon, subject to the terms and conditions in this Amendment and the Partnership Agreement.
- C. Article IX of the Partnership Agreement requires that any amendment to the Partnership Agreement be made in a writing signed by each of the partners.

Now, therefore, in exchange for the premises in this Amendment and for other valuable consideration, the sufficiency of which is acknowledged by each party to this Amendment, the partners agree as follows:

AGREEMENT

- 1. *Defined Terms.* Capitalized terms not defined in this Amendment have the meanings stated in the Partnership Agreement.
- 2. *Amendment to Partnership Agreement.* Article VII of the Partnership Agreement is amended as follows:
 - a. by inserting “(a)” prior to the first sentence thereof; and
 - b. inserting the following after the first paragraph:

“(b) Notwithstanding the foregoing, the Partners acknowledge Rush Lifetime Homes, Inc., a Virginia non stock, nonprofit corporation (the “**Non-Profit Partner**”), upon the acquisition of certain real estate for the purposes of the development of an affordable multi-family housing complex (the “**Apartment Complex**”), has entered, or will enter, into a Right of First Refusal Agreement with the Partnership granting the Non-Profit Partner a right of first refusal to acquire the Apartment Complex, subject to terms and condition stated therein.

3. *Law Governing.* This Amendment and the rights of the parties hereunder shall be governed and interpreted in accordance with the laws of the State of Virginia without regard to principles of conflicts of law.
4. *Binding Effect.* Except as herein otherwise specifically provided, this Amendment shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.
5. *Captions.* Captions contained in this Amendment are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Amendment or any provision thereof.
6. *Invalidity of Amendment.* If any provision of this Amendment, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Amendment or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.
7. *Counterparts.* This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signors had signed a single signature page.
8. *Entire Agreement.* The Partnership Agreement, together with this Amendment, contains the entire understanding between and among the parties and supersedes any prior understandings and agreements between and among them respecting the subject matter of the Partnership Agreement and this Amendment.

[Signatures Follow on Next Page]

In witness whereof, the parties have executed this Amendment as of the date first written above.

GENERAL PARTNER

KCG 1218 PARK GP, LLC
a Virginia limited liability company

By: KCG HOLDINGS, LLC
a Florida limited liability company
its manager

By: KCG COMPANIES, LLC
a Florida limited liability company
its sole member

By: RJP REAL ESTATE HOLDINGS, INC.
a Florida corporation
its manager

By: *R.J. Pasquesi*
R.J. Pasquesi, President

LIMITED PARTNER

RJ PASQUESI

R.J. Pasquesi

1218 PARK, LP
AGREEMENT OF LIMITED PARTNERSHIP

This AGREEMENT OF LIMITED PARTNERSHIP of 1218 Park, LP (the “**Partnership**”) is made and entered into effective as of February 15, 2019 pursuant to Section 50-73.1 of the Virginia Revised Uniform Limited Partnership Act.

ARTICLE I
FORMATION

SECTION 1.1 Formation. The Partnership was formed on February 15, 2019 by the filing of a Certificate of Limited Partnership (the “**Certificate**”) with the Virginia State Corporation Commission. The partners shall take such steps as are necessary to allow the Partnership to legally conduct business and to maintain its status as a limited partnership formed under the Virginia Revised Uniform Limited Partnership Act and qualified to conduct business in any jurisdiction where the Partnership does so.

SECTION 1.2 Name. The name of the Partnership is 1218 Park, LP.

SECTION 1.3 Principal Office. The principal office of the Partnership will be 9333 North Meridian Street, Ste. 230, Indianapolis, Indiana 46260.

SECTION 1.4 Registered Agent and Office. The registered agent shall be as stated in the Certificate.

SECTION 1.5 Duration. The term of the Partnership commenced upon the filing of the Certificate and shall dissolve no later than February 15, 2050.

ARTICLE II
PURPOSE

The purpose of the Partnership is to acquire, construct, lease, operate, manage, and own a low-income housing development and related real and personal property located in Erie County, Virginia.

ARTICLE III
PARTNERS

SECTION 3.1 General Partner. The name and address of the general partner (the “**General Partner**”) of the Partnership is as follows:

KCG 1218 Park GP, LLC
9333 North Meridian Street
Suite 230
Indianapolis, Indiana 46260

SECTION 3.2. Initial Limited Partner. The name and business address of the initial limited partner (the “**Initial Limited Partner**”) is as follows:

RJ Pasquesi
9333 North Meridian Street
Suite 260
Indianapolis, Indiana 46260

SECTION 3.3. Capital Contributions.

(a) The General Partner will contribute One and 00/100 Dollars (\$1.00) in cash for its interest as the General Partner of the Partnership.

(b) The Initial Limited Partner shall contribute One Hundred and 00/100 Dollars (\$100.00) in cash for its interest as the Initial Limited Partner in the Partnership. Upon admission of any additional limited partners to the Partnership, the Initial Limited Partner’s interest in the Partnership, at the discretion of the General Partner, may be liquidated and, in such event, the Partnership shall return to the Initial Limited Partner its \$100.00 initial capital contribution made pursuant hereto.

**ARTICLE IV
MANAGEMENT AND OPERATION OF THE PARTNERSHIP**

SECTION 4.1 Management. To the extent permitted by and subject to the laws of Virginia and in a manner not inconsistent with this Agreement, the General Partner shall manage the operation of the business and affairs of the Partnership. No person dealing with the General Partner shall be required to determine the General Partner’s authority to make any undertaking on behalf of the Partnership or to determine any fact or circumstance bearing upon the existence of such authority. Any contract, agreement, instrument or other document to which the Partnership is a party shall be signed by the General Partner or its agent in accordance with the requirements of this Agreement, and no other signature shall be required. The General Partner or its agent is authorized to execute financing commitments and tax credit allocations on behalf of the Partnership.

**ARTICLE V
DISTRIBUTIONS AND ALLOCATIONS**

SECTION 5.1 Distributions. Distributions of cash, property, or other assets of the Partnership will be made from time to time by, and in the sole discretion of, the General Partner. Income, gain, loss, credit, and all other tax attributes of the partnership will be allocated among the General Partner and the Initial Limited Partner as determined by the General Partner in its sole discretion.

**ARTICLE VI
TRANSFER OF PARTNERSHIP INTERESTS**

SECTION 6.1 General Limitation on Transfer.

(a) The Initial Limited Partner shall have no right to sell, encumber, assign, or otherwise transfer its interest as the Initial Limited Partner in the Partnership or to substitute any other person or entity as Initial Limited Partner without the consent of the General Partner.

(b) If the General Partner withdraws from the Partnership, it must transfer its interest in the Partnership to a successor general partner pursuant to the terms agreed upon by the withdrawing General partner and the successor general partner.

**ARTICLE VII
ADMISSION OF ADDITIONAL PARTNERS**

No person shall be admitted into the Partnership as an additional general partner or limited partner without the prior written consent of each of the General Partner and the Initial Limited Partner, which consent may be granted or withheld in the sole discretion of either for any reason or no reason.

**ARTICLE VIII
DISSOLUTION AND TERMINATION**

SECTION 8.1 Dissolution. The Partnership shall be dissolved on the occurrence of any of the following events:

- (a) Upon a writing for such purpose signed by the General Partner;
- (c) Upon the sale or other disposition of all or substantially all of the Partnership Property;
- (d) Upon the merger of the Partnership in a transaction in which the Partnership is not the surviving entity; or
- (e) As otherwise provided by law.

SECTION 8.2 Distribution of Assets. Upon the termination of the Partnership as provided herein the Partnership shall be dissolved and its assets shall be distributed in the following order of priority, no distribution being made in any category set forth below unless and until each preceding category has been satisfied in full:

- (a) Payment of debts and liabilities of the Partnership, excluding debts of the Partnership to the partners, together with applicable interest and expenses of liquidation.
- (b) Payment of debts of the Partnership to the partners, other than for capital and profits, together with applicable interest and any other expenses in connection therewith.
- (c) Payment of debts of the Partnership to the partners in respect to capital

contributions.

- (d) Payment of debts of the Partnership to the partners in respect to profits.

SECTION 8.3 Termination.

(a) The Initial Limited Partner shall have no right to terminate its partnership interest in the Partnership without the consent of the General Partner.

(b) The General Partner may terminate its partnership interest in and withdraw from the Partnership if (i) it first provides sixty (60) days' written notice to all limited partners or the intent to withdraw, and (ii) it provides a successor general partner to the partnership, but only if necessary to maintain the existence of the Partnership or the tax classification of the Partnership under the Internal Revenue Code. If the General Partner does withdraw from the Partnership and it is necessary to admit a substitute general partner, the withdrawing General Partner must transfer its interest in the Partnership to the substitute general partner under the terms agreed upon by the withdrawing General Partner and the substitute general partner.

ARTICLE IX AMENDMENTS

All amendments to this Agreement shall be made only in a writing signed by each of the General Partner and the Initial Limited Partner.

ARTICLE X MISCELLANEOUS

SECTION 10.1 Interpretation.

(a) The section or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

(b) All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons, firm or corporation may require in the context thereof.

(c) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.

(d) The failure to insist, in one or more instances, on performance in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or of the future performance of any such term or condition of this Agreement unless such waiver is contained in a writing signed by the applicable partner. The

remedies in this Agreement are cumulative and are not exclusive of any other remedies provided by law.

(e) This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior agreements, promises, negotiations or representations with respect to the subject matter hereof not expressly set forth in this Agreement.

(f) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and its respective successors and, only to the extent permitted herein, assigns.

(g) This Agreement shall be governed by the laws of the State of Virginia, including the provisions of the Revised Uniform Limited Partnership Act.

(h) If any litigation shall be instituted for the purposes of enforcing or interpreting any of the provisions of this Agreement, the prevailing party, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.

[signature pages follow]

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

GENERAL PARTNER:

KCG 1218 Park GP, LLC, a Virginia limited liability company

By: KCG HOLDINGS, LLC, a Florida limited liability company, its Manager

By: KCG COMPANIES, LLC, a Florida limited liability company, its sole Member

By: RJP REAL ESTATE HOLDINGS, INC., a Florida corporation, its Manager

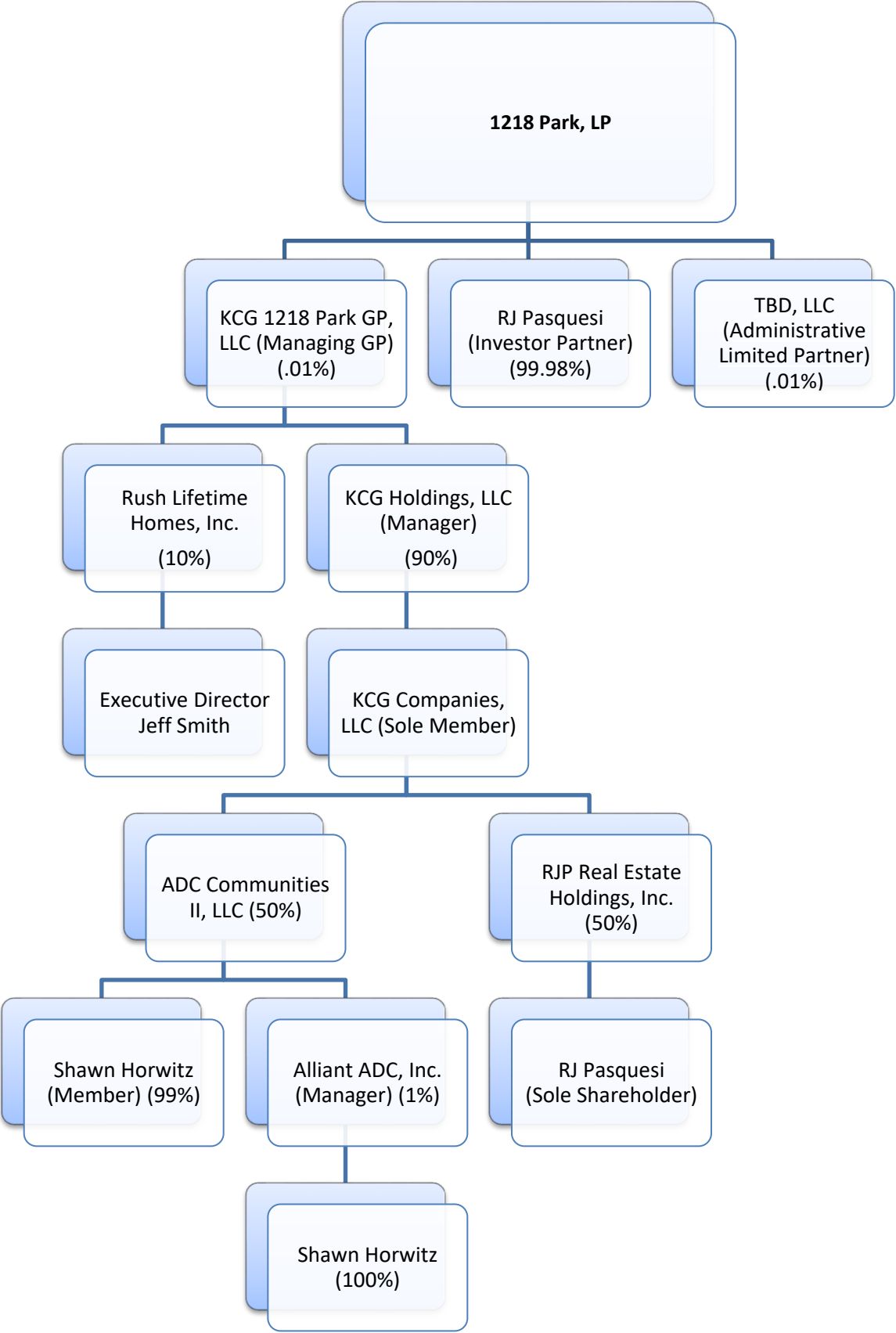
By: *R.J. Pasquesi*
R.J. Pasquesi, President

INITIAL LIMITED PARTNER:

RJ Pasquesi, an individual

By: *R.J. Pasquesi*
R.J. Pasquesi

1218 Park
1218 Park Avenue, Lynchburg, VA



**OPERATING AGREEMENT
OF
KCG 1218 PARK GP, LLC**

This OPERATING AGREEMENT of KCG 1218 PARK GP, LLC (the “**Company**”) is made and entered into effective as of February 28, 2019.

RECITALS

A. KCG Holdings, LLC (“**KCG**”) caused Articles of Organization for the Company to be prepared, executed and filed with the Virginia State Corporation Commission on or about February 28, 2019.

B. KCG desires to admit Rush Lifetime Homes, Inc., a Virginia nonstock not for profit corporation (“**Rush**”) as a ten (10%) percent owner of the Company. Rush and KCG are collectively referred to as the “**Members**” and each, individually, a “**Member**”.

C. The Members desires to govern and operate the Company in accordance with the terms and provisions of this Agreement.

Now, in exchange for mutual consideration, the adequacy of which is acknowledged by the Members, the Members agree as follows:

AGREEMENT

**ARTICLE I
FORMATION**

SECTION 1.1 Formation. The Company was formed on February 28, 2019 by the filing of Articles of Organization (the “**Articles**”) as required by the Virginia Limited Liability Company Law (the “**Act**”). The Member shall take such steps as are necessary to allow the Company to legally conduct business and to maintain its status as a limited liability company formed under the Act and qualified to conduct business in any jurisdiction where the Company does so.

SECTION 1.2 Name. The name of the Company is KCG 1218 Park GP, LLC.

SECTION 1.3 Principal Office. The principal office of the Company will be 9333 North Meridian Street, Indianapolis, Indiana 46260.

SECTION 1.4 Registered Agent and Office. The registered agent shall be as stated in the Articles.

SECTION 1.5 Duration. The term of the Company commenced upon the filing of the Articles with the office of the State Corporation Commission of Virginia on February 28, 2019 and shall be perpetual until dissolved in accordance with the Act or this Agreement.

ARTICLE II PURPOSE

The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental to these acts, including but not limited to performing the duties of general partner of 1218 Park, LP, a Virginia limited partnership.

ARTICLE III CAPITAL CONTRIBUTIONS, OWNERSHIP AND DIVISION OF PROFITS AND LOSSES

SECTION 3.1 Member's Capital Contribution. The Members shall contribute to the capital of the Company cash in the amount set forth opposite its name on Schedule A attached hereto and made a part hereof.

SECTION 3.2. Ownership. The Members each own an undivided interest in the Company as set forth opposite its name on the attached Schedule A. The ownership interest of the Member in the Company shall be represented by “**Units**”. The Units initially issued upon the execution and delivery of this Agreement shall be owned by the Member identified, and in the amounts set forth opposite the Member's name, on the attached Schedule A.

SECTION 3.3 Division of Profits and Losses. All profits and losses of the Company shall be allocated to the Members according to the percentage of interest the Members own in the Company as set forth in Schedule A.

ARTICLE IV MANAGEMENT AND OPERATION OF THE COMPANY

SECTION 4.1 Management. To the extent permitted by and subject to the laws of Virginia and in a manner not inconsistent with this Agreement, KCG shall manage the operation of the business and affairs of the Company (in such capacity, the “**Manager**”). No person dealing with KCG shall be required to determine the KCG's authority to make any undertaking on behalf of the Company or to determine any fact or circumstance bearing upon the existence of such authority. Any contract, agreement, instrument or other document to which the Company is a party shall be signed by KCG, as the Manager of the Company, or authorized officer or agent in accordance with the requirements of this Agreement, and no other signature shall be required.

SECTION 4.2 Officers. The Manager may, but shall not be obligated to, designate officers of the Company which may consist of a President, Vice President(s), Treasurer, Secretary, and/or such other officers or agents as may be elected and appointed by the Manager. Any two or more

offices may be held by the same person. The officers shall act in the name of the Company and supervise its operations under the exclusive direction and management of the Manager. Any officer or agent is authorized to execute any contract, agreement, instrument, or other document to which the Company is a party.

SECTION 4.3 Removal of Officers. Any officer or agent may be removed at any time, with or without cause, by the Member in its sole and absolute discretion. Any vacancy in any office may be filled by the Manager. The failure to appoint a President, Vice President(s), Secretary, or Treasurer shall not affect the existence of the Company.

SECTION 4.4 Liability and Indemnification.

(a) Exculpation. Neither the Manager, or any officer, employee, or agent of the Company shall be liable to the Company or the Members for any expenses, damages or losses arising out of the performance of his, her or its duties to the Company other than those expenses, damages or losses directly attributable to such persons not acting in good faith and in a manner that he, she or it reasonably believed to be opposed to the best interests of the Company or attributable to such person's breach of his, her or its duty of loyalty to the Company.

(b) No Liability for Company Obligations. No Manager, Member, officer, employee, or agent of the Company shall be personally liable for any debts, obligations or liabilities of the Company, solely by reason of being a Member, officer, employee, or agent except as provided by law.

(c) Indemnification.

(i) Unless prohibited by the Act, the Company shall indemnify any "**Person**" (which term shall also mean an individual, corporation, company, trust, unincorporated organization, limited liability company, association or other entity) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, an action by or in the right of the Company or the Members) by reason of the fact that he, she or it is or was a Member, officer, employee, or agent of the Company or is or was serving at the request of the Company as an officer, employee or agent of another limited liability company, corporation, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him, her or it in connection with such action, suit or proceeding if (A) such Person acted in good faith and in a manner that he, she or it reasonably believed to be in or not opposed to the best interests of the Company or beyond the scope of his, her or its authority, and (B) with respect to any criminal action or proceeding, had no reasonable cause to believe his, her or its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which he, she or it reasonably believed to be opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his, her or its conduct was unlawful.

SECTION 4.5 Reliance. The Manager may consult with counsel, accountants or other independent consultants in respect to Company affairs and be fully protected and justified in any action or inaction which is taken in good faith and in accordance with the advice or opinion of such counsel, accountants or other independent consultants, *provided* that such advisors shall have been selected with reasonable care.

ARTICLE V BOOKS, RECORDS, ACCOUNTING, BANK ACCOUNT

SECTION 5.1 Books and Records. Full and complete books and records of the Company shall be kept and maintained at all times for the Company at its offices subject to the requirements of the Act.

SECTION 5.2 Bank Accounts. Funds of the Company shall be used only for Company purposes and shall be deposited in such capital and/or operating accounts in banks or other financial institutions as may be established from time to time by the Manager. Withdrawals shall be made by such persons as are designated from time to time by the Manager.

ARTICLE VI TRANSFER OF COMPANY INTERESTS

SECTION 6.1 General Limitation. No Units (which, for purposes of this Agreement, shall include the economic interest in the Company represented by the Units held by a Member) may be transferred unless approved by the prior written consent of each Member. Any purported transfer of Units in violation of this Agreement shall be null and void ab initio and of no force and effect. For purposes herein, transfer shall mean any transfer, sale, assignment, pledge, encumbrance or other disposition, irrespective of whether any of the foregoing are effected voluntarily or involuntarily, by operation of law, or otherwise, or whether inter vivos or upon death.

ARTICLE VII ADMISSION OF ADDITIONAL MEMBERS

No Person shall be admitted into the Company as an additional member without the prior written consent of each Member, which consent may be granted or withheld in the sole discretion of the applicable Member for any reason or no reason.

ARTICLE VIII DISSOLUTION

SECTION 8.1 Dissolution. The Company shall be dissolved on the occurrence of any of the following events:

- (a) Upon a writing for such purpose signed by each Member;

(b) Upon the sale or other disposition of all or substantially all of the Company Property;

(c) Upon the merger of the Company in a transaction in which the Company is not the surviving entity; or

(d) As otherwise provided by law.

SECTION 8.2 Distribution of Assets. Upon the termination of the Company as provided herein the Company shall be dissolved and its assets shall be distributed in the following order of priority, no distribution being made in any category set forth below unless and until each preceding category has been satisfied in full:

(a) Payment of debts and liabilities of the Company, excluding debts of the Company to the Member, together with applicable interest and expenses of liquidation.

(b) Payment of debts of the Company to the Members, other than for capital and profits, together with applicable interest and any other expenses in connection therewith.

(c) Payment of debts of the Company to the Members in respect to capital contributions.

(d) Payment of debts of the Company to the Members in respect to profits.

ARTICLE IX AMENDMENTS

All amendments to this Agreement shall be made only in a writing signed by each Member.

ARTICLE X MISCELLANEOUS

SECTION 10.1 Interpretation.

(a) The section or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

(b) All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons, firm or corporation may require in the context thereof.

(c) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement

shall continue to be binding and in full force and effect.

(d) The failure to insist, in one or more instances, on performance in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or of the future performance of any such term or condition of this Agreement unless such waiver is contained in a writing signed by the applicable Member. The remedies in this Agreement are cumulative and are not exclusive of any other remedies provided by law.

(e) This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior agreements, promises, negotiations or representations with respect to the subject matter hereof not expressly set forth in this Agreement.

(f) This Agreement shall be binding upon and shall inure to the benefit of the Members hereto and its respective successors and, only to the extent permitted herein, assigns.

(g) This Agreement shall be governed by the laws of the State of Virginia, including the provisions of the Act.

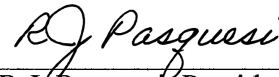
(h) If any litigation shall be instituted for the purposes of enforcing or interpreting any of the provisions of this Agreement, the prevailing party, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.

[signature pages follow]

IN WITNESS WHEREOF, the Member hereto has executed this Agreement as of the date first set forth above.

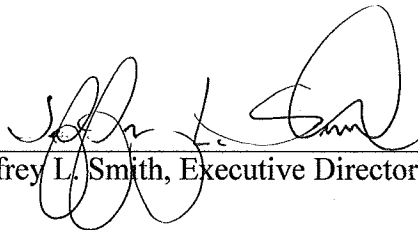
MEMBER & MANAGER:

KCG HOLDINGS, LLC, a Florida limited liability company

By: 
R.J. Pasquesi, President

MEMBER:

RUSH LIFETIME HOMES, INC., a Virginia nonstock not for profit corporation

By: 
Jeffrey L. Smith, Executive Director

**SCHEDULE A
MEMBERSHIP INTERESTS**

<u>NAME</u>	<u>STATUS</u>	<u>CONTRIBUTION</u>	<u>UNITS</u>	<u>INTEREST</u>
KCG HOLDINGS, LLC	Member	\$90.00	90	90.00%
RUSH LIFETIME HOMES, INC.	Member	\$10.00	10	10.00%

B

Virginia State Corporation
Commission Certification
(MANDATORY)

Enclosed:

1. 1218 Park, LP Virginia State Corporation Commission
Certification

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, March 8, 2019

This is to certify that the certificate of limited partnership of

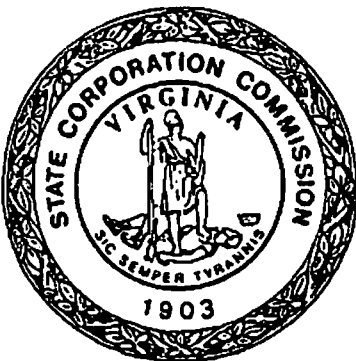
1218 Park, LP

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

State Corporation Commission

Attest:

Joel H. Pesh
Clerk of the Commission





COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

LPA-73.11
(07/10)

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, on behalf of the limited partnership set forth below, pursuant to Title 50, Chapter 2.1 of the Code of Virginia, state(s) as follows:

1. The name of the limited partnership is

1218 Park, LP

2. A. The name of the limited partnership's initial registered agent is

Cogency Global Inc. - F1509308

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

(1) an INDIVIDUAL who is a resident of Virginia and

- a general partner of the limited partnership.
- an officer or director of a corporation that is a general partner of the limited partnership.
- a general partner of a general or limited partnership that is a general partner of the limited partnership.
- a member or manager of a limited liability company that is a general partner of the limited partnership.
- a trustee of a trust that is a general partner of the limited partnership.
- a member of the Virginia State Bar.

OR

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

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

250 Browns Hill Court Midlothian, VA 23114

(number/street)

(city or town)

VA

(zip)

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

4. The name and post office address, including the street and number, if any, of each general partner and, if it is a business entity, the jurisdiction under whose laws it is incorporated, organized or formed, and its SCC ID number, if assigned, are:

(name of general partner)	(SCC ID #, if assigned)	(jurisdiction of organization)
KCG 1218 Park GP, LLC	S8099709	Virginia
9333 N. Meridian St., Ste. 230	Indianapolis	IN 46260
(number/street)	(city or town)	(state) (zip)
(name of general partner)	(SCC ID #, if assigned)	(jurisdiction of organization)
(number/street)	(city or town)	(state) (zip)

Check and complete if applicable:

Each of the following general partners that is a business entity is serving, without more, as a general partner of the limited partnership and does not otherwise transact business in Virginia. See §§ 13.1-757, 13.1-1059 and/or 50-73.61 of the Code of Virginia.

5. The limited partnership's principal office address, including the street and number, if any, is

9333 N. Meridian St., Ste 1200 Carmel IN 46260

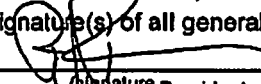
(number/street)

(city or town)

(state)

(zip)

Signature(s) of all general partner(s):


 (signature) President of KCG Holdings, LLC, Manager of KCG
 RJ Pasquesi, 1218 Park GP, LLC, General Partner of 1218 Park, LP
 (printed name and title)

2/28/19

(date)

317-708-6519

(telephone number (optional))

(signature)

(date)

(printed name and title)

(telephone number (optional))

PRIVACY ADVISORY: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT required to be included in business entity documents filed with the Office of the Clerk of the Commission. Any information provided on these documents is subject to public viewing.

SEE INSTRUCTIONS ON THE REVERSE

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of all documents filed in this office by 1218 Park, LP, a VIRGINIA Limited Partnership.

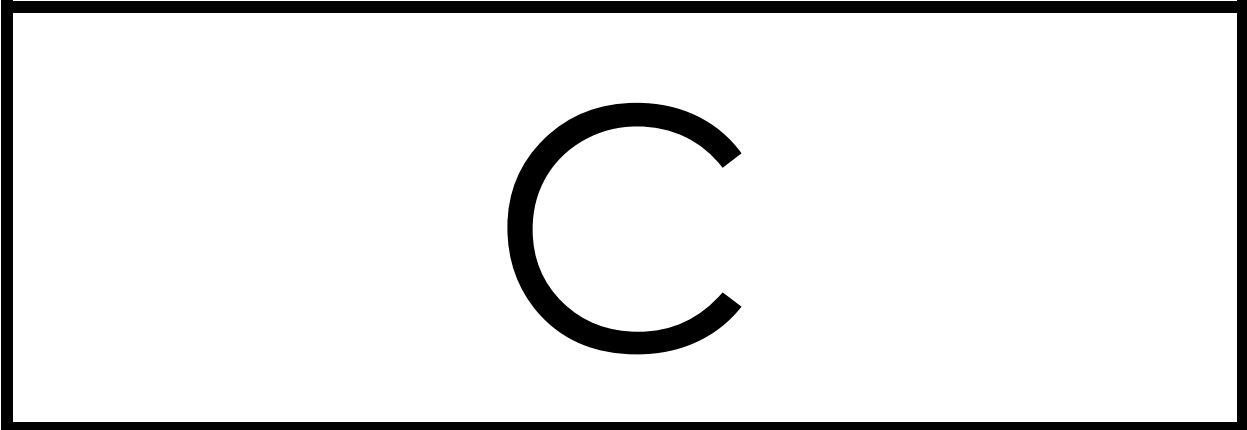
Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
March 8, 2019*

Joel H. Peck

Joel H. Peck, Clerk of the Commission



C

Principal's Previous Participation Certification

(MANDATORY)

Enclosed:

1. Previous Participation Certification - RJ Pasquesi
2. Previous Participation Certification - Shawn Horwitz
3. Previous Participation Certification - Jeff Smith



Previous Participation Certification

Development Name: 1218 Park
Name of Applicant (entity): 1218 Park, LP

I hereby certify that:

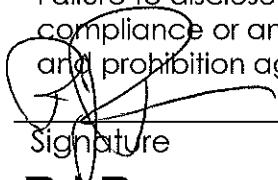
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily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

RJ Pasquesi

Printed Name

2/27/19

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



Previous Participation Certification

Development Name: 1218 Park
Name of Applicant (entity): 1218 Park, LP

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

Shawn Horwitz

Printed Name

3/7/19

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



Previous Participation Certification

Development Name: 1218 Park
Name of Applicant (entity): 1218 Park, LP

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

Jeff Smith

Printed Name

3/8/19

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

D

List of LIHTC Developments

(Schedule A)
(MANDATORY)

Enclosed:

1. RJ Pasquesi Schedule A
2. Shawn Horwitz Schedule A
3. Rush Homes Schedule A

List of LIHTC Developments (Schedule A)



Development Name: 1218 Park
 Name of Applicant: 1218 Park, LP
 Controlling General Partner or Managing Member: RJ Pasquesi

INSTRUCTIONS:

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

Principal's Name: RJ Pasquesi 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 AP Lofts, Buffalo NY	AP Lofts Apartments, LP 317-797-4400	Y	147	119	TBD	TBD	N
2 The Exchange, Winder GA	The Exchange Development, LP 317-797-4400	Y	130	117	TBD	TBD	N
3 Exchange @ 104, Fond du Lac WI	Exchange at 104, LP 317-797-4400	Y	48	44	TBD	TBD	N
4 Canterbury House Apartments II, Newburgh IN	Canterbury House Apartments Newburgh II, LP 317-846-3111	X	65	60	2005	2007	N
5 Golden Manor Apartments, Hammond IN	X	X	80	76	2008	2008	N
6 Nine North, Richmond IN	X	X	58	55	2011	2011	N
7 Broadstone Pointe, Brownsburg IN	Broadstone Pointe, LP 317-846-3111	X	76	76	2011	2012	N
8 Preston Pointe, Indianapolis IN	Preston Pointe, LP 318-846-3111	X	76	76	2011	2013	N
9 Beacon Pointe, Greenwood IN	Beacon Pointe, LP 317-846-3111	X	68	65	2011	2012	N
10 Commons at Spring Mill, Westfield IN	X	X	72	66	2012	2012	N
11 Enclave at Meridian, Indianapolis IN	X	X	75	75	2012	2012	N
12 Lafayette Landing, Indianapolis IN	X	X	72	72	2012	2012	N
13 Commons at Wynne Farms, Brownsburg IN	X	X	72	70	2012	2012	N
14 Cottages at Sheek Road, Greenwood IN	Cottages at Sheek Rd, LP 317-846-3111	X	68	68	2012	2014	N
15 Serenity Terrace, Rensselaer IN	Serenity Terrace, LP 317-846-3111	X	52	52	2011	2014	N
16 Crosswinds at Tradition Lane, Danville IN	Crosswinds at Tradition Lane, LP 317-846-3111	X	80	80	2013	2014	N
17 Meadow Park Apartments, Clinton IN	X	X	60	60	2014	2014	N
18 The Villages at Van Cleve, Hartford City IN	X	X	42	42	2014	2014	N
19 Casey Acres, Westfield IN	X	X	252	227	2014	2014	N
20 Canterbury House Apartments, Dixon IL	Canterbury House - Dixon, LP 317-846-3111	X	50	50	2008	2009	N
21 Sandstone Hills, Hopkins Park IL	Sandstone Hills, LLC 317-846-3111	X	29	29	2010	2011	N
22 Canterbury House Apartments II, Dixon IL	Canterbury House II - Dixon, LP 317-846-3111	X	58	52	2012	2013	N
23 The Landings at Belle Meadows, Alton IL	X	X	60	60	X	X	N
24 Parkview Apartments, Niles MI	X	X	80	80	X	X	N
25 Berrien Homes, Benton Harbor MI	X	X	160	160	X	X	N
26 Brentwood Park, Talladega AL	X	X	50	50	X	X	N
27 Canterbury House Apartments, Southgate KY	Canterbury House - Southgate, LP 317-846-3111	X	230	160	2008	2010	N
28 Partial Non Multifamily Housing, Lancaster KY	X	X	51	51	X	X	N
29 Canterbury House Apartments, Baton Rouge LA	X	X	216	44	2009	2009	N
30 Canterbury House Apartments, Slidell LA	Canterbury House Apts - Slidell, LP 317-846-3111	X	120	120	2009	2009	N
31 Canterbury House Apartments II, Slidell LA	X	X	48	36	2013	2013	N
32 Katherine Square Apartments, Port Allen LA	Katherine Square Apartments, LP 317-846-3111	X	60	60	2012	2014	N
33 Edgewood Square Apartments, Ruston LA	Edgewood Square Apartments, LP 317-846-3111	X	60	60	2012	2014	N
34 D'Ville Village Apartments, Donaldsonville LA	X	X	100	100	X	X	N
35 Riverview Apartments, Donaldsonville LA	X	X	50	50	X	X	N
36 Beacon Pointe Townhomes, Hamilton OH	X	X	60	60	2014	2014	N
37 Point Village, Russells Point OH	X	X	58	58	2013	2013	N
38 The Commons at Little Bark Creek, Fremont OH	X	X	66	66	X	X	N
39 Main Street Commons Senior, Taylor TX	Main St Commons Senior, LP 317-846-3111	X	75	75	2013	2015	N
40 The Residences at Solms Village, New Braunfels TX	Residences of Solms Village, LP 317-846-3111	X	80	71	2104	2015	N

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

1st PAGE TOTAL: 3,354 2,992

LIHTC as % of Total Units 89%

RJ Pasquesi 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)
41	The Grove, Odessa TX	X	X	68	55	TBD	TBD	N
42	Bishop Gardens Apartments, Justin TX	X	X	72	60	TBD	TBD	N
43	Cypress Place Apartments, Beaumont TX	X	X	76	76	TBD	TBD	N
44	Pebble Ridge, Antigo WI	X	X	50	50	2015	2016	N
45	Croff Place, New Richmond WI	X	X	52	48	TBD	TBD	N
46	Jackson Square, Oshkosh WI	X	X	54	54	TBD	TBD	N
47	Haymarket Lofts, Milwaukee WI	X	X	72	64	TBD	TBD	N
48	Oak Forest Apartments, Scottsdale GA	X	X	150	150	2015	2016	N
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2nd PAGE TOTAL: 594 557

GRAND TOTAL: 3,948 3,549

LIHTC as % of Total Unit 0.89893617

GENERAL DISCLOSURE: RJ PASQUESI

It is our understanding that the intent of this Schedule A workbook is to determine whether any property developed, co-developed or where the GP role has been assumed under normal circumstances, has been in default, assigned, foreclosed, failed to close, relief by a lender has been granted, or other adverse event that would indicate the project team's ability to develop a LIHTC property. The principals of KCG 1218 Park GP, LLC certify that under these circumstances, no property to which any member of KCG 1218 Park GP, LLC is a member to have ever experienced these circumstances. The responses in the performance questionnaire relate to the projects the partners have developed, co-developed or acquired under normal circumstances.

One member of KCG 1218 Park GP, LLC, RJ Pasquesi, has co-developed 45 properties from application to stabilization with another real estate development company. None of these properties has experienced any foreclosure, default, assignment, lender relief, or other materially adverse circumstance.

List of LIHTC Developments (Schedule A)



Development Name: 1218 Park

Name of Applicant: 1218 Park, LP

Controlling General Partner or Managing Member: RJ Pasquesi

INSTRUCTIONS:

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

Principal's Name: Shawn Horwitz 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	Lake Delray, Palm Beach FL	X	X	404	0	X	X	N
2	The Exchange, Winder GA	X	X	130	117	X	X	N
3	Carver Hall, Atlantic City NJ	X	X	252	0	X	X	N
4	AP Lofts, Buffalo NY	X	X	147	119	TBD	X	N
5	Admiral Halsey, Pughkeepsie NY	X	X	119	47	2007	X	N
6	Baisley Park Gardens, Jamaica NY	X	X	212	205	2008	X	N
7	Bedell Terrace, Hempstead NY	X	X	250	241	2009	X	N
8	Brookhaven, Bronx NY	X	X	95	95	2004	X	N
9	Creston, Bronx NY	X	X	189	0	TBD	X	N
10	Elizabeth Crossing, Waterloo NY	X	X	41	41	2006	X	N
11	Good Neighbor, New York NY	X	X	118	110	2010	X	N
12	Grace Tower, Brooklyn NY	X	X	168	162	2005	X	N
13	Grote St, Bronx NY	X	X	249	240	2010	X	N
14	Hunts Point, Bronx NY	X	X	165	0	X	X	N
15	Longwood Residences, Bronx NY	X	X	361	361	2013	X	N
16	Madison Avenue, New York NY	X	X	54	46	2009	X	N
17	Maria Lopez Plaza, Bronx NY	X	X	216	208	2008	X	N
18	Morris Avenue, Bronx NY	X	X	176	176	2013	X	N
19	Morris Avenue II, Bronx NY	X	X	154	0	TBD	X	N
20	Ocelot ECW, Bronx NY	X	X	120	80	2010	X	N
21	Ocelot LBCE, Bronx NY	X	X	154	150	2011	X	N
22	Ocelot MM, Bronx, NY	X	X	143	137	2010	X	N
23	Park Lake, Hamstead NY	X	X	240	240	2005	X	N
24	Plaza, Brooklyn NY	X	X	385	371	2008	X	N
25	Remedeer Houses, Brooklyn, NY	X	X	260	250	2007	X	N
26	River Park Houses, Bronx NY	X	X	1,654	1,654	2012	X	N
27	Rockville Centre Seniors, Rockville Centre NY	X	X	175	175	2005	X	N
28	Southern Boulevard, Bronx NY	X	X	370	370	2012	X	N
29	Target V, Bronx NY	X	X	83	82	2006	X	N
30	Thessalonica, Bronx NY	X	X	191	191	2004	X	N
31	Twin Parks, Bronx NY	X	X	274	256	2010	X	N
32	Wesley Hall, Peekskill NY	X	X	118	115	2008	X	N
33	West Village, Ithaca, NY	X	X	235	222	2008	X	N
34	Whitney Young Manor, Yonkers NY	X	X	195	195	2006	X	N
35	Woodland Springs, District Heights MD	X	X	506	0	X	X	N
36	Florance Apartments, Boston MA	X	X	138	138	2009	X	N
37	Forestvale, Boston MA	X	X	108	103	2009	X	N
38	Harborview Towers, New Bedford MA	X	X	144	144	2011	X	N
39	Sycamore Village, North Lawrence MA	X	X	168	168	2009	X	N
40	Trails at Brady, Brady TX	X	X	72	0	X	X	N

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

1st PAGE TOTAL: 9,233 7,209 78% LIHTC as % of Total Units

Shawn Horwitz 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)
41	Parkside, Gillette WY	X	X	94	93	2007	X	N
42	CityCenter, Lynwood WA	X	X	347	0	X	X	N
43	Reserve at Auburn, Auburn WA	X	X	297	0	X	X	N
44	Reserve at Lynnwood, Lynnwood WA	X	X	395	0	X	X	N
45	Reserve at Renton, Renton WA	X	X	219	0	X	X	N
46	Reserve at SeaTac, SeaTac WA	X	X	289	0	X	X	N
47	Villas at Auburn, Auburn WA	X	X	295	0	X	X	N
48	The Exchange @ 104	Exchange at 104, LP 317-797-4400	N	48	44	X	X	N
49	AP Lofts, Buffalo NY	AP Lofts Apartments, 317-797-4400	N	147	119	TBD	TBD	N
50	The Exchange, Winder GA	The Exchange Development, LP 317-797-4400	N	130	117	TBD	TBD	N
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2nd PAGE TOTAL: 2,261 373

GRAND TOTAL: 11,494 7,582 66% Total Unit LHHC as % of

GENERAL DISCLOSURE: SHAWN HORWITZ

It is our understanding that the intent of this Schedule A workbook is to determine whether any property developed, co-developed or where the GP role has been assumed under normal circumstances, has been in default, assigned, foreclosed, failed to close, relief by a lender has been granted, or other adverse event that would indicate the project team's ability to develop a LIHTC property. The principals of KCG 1218 Park GP, LLC certify that under these circumstances, no property to which any member of KCG 1218 Park GP, LLC is a member to have ever experienced these circumstances. The responses in the performance questionnaire relate to the projects the partners have developed, co-developed or acquired under normal circumstances.

One member of KCG 1218 Park GP, LLC Shawn Horwitz, has co-developed 32 properties from application to stabilization through an affiliate, Mill Plain Properties. None of these properties has experienced any foreclosure, default, assignment, lender relief, or other materially adverse circumstance. Mr. Horwitz is also a principal in Alliant Capital, Ltd. and The Alliant Company, LLC a national tax credit syndication company that has raised over \$6.1 billion in equity and has nominal non-managing ownership interests in over 865 limited partnerships or limited liability companies, each of which is a single-purpose entity owning an affordable housing project. Certain property general partners or managing members of such syndicated entities have either voluntarily withdrawn or been removed (in some cases, removal has been as a result of litigation) and, in a majority of cases, have been replaced with Alliant entities that are owned by another Alliant affiliate, Alliant Real Estate Investments, LLC. Of the over 865 properties Alliant has syndicated, 12 have experienced foreclosure or bankruptcy proceedings (approximately 1.4%). None of these syndicated projects poses a threat that could in any way adversely impact the related entity's financial condition or its role in KCG 1218 Park GP, LLC.

We believe that adverse events related to Alliant-syndicated properties where Alliant has removed or taken over for a GP for nonperformance is not relevant to or indicative of the applicant's ability to perform or the intent of the questionnaire. However, we will provide upon request any additional information required about these properties.

List of LIHTC Developments (Schedule A)



Development Name: 1218 Park
 Name of Applicant: 1218 Park, LP
 Controlling General Partner or Managing Member: RJ Pasquesi

INSTRUCTIONS:

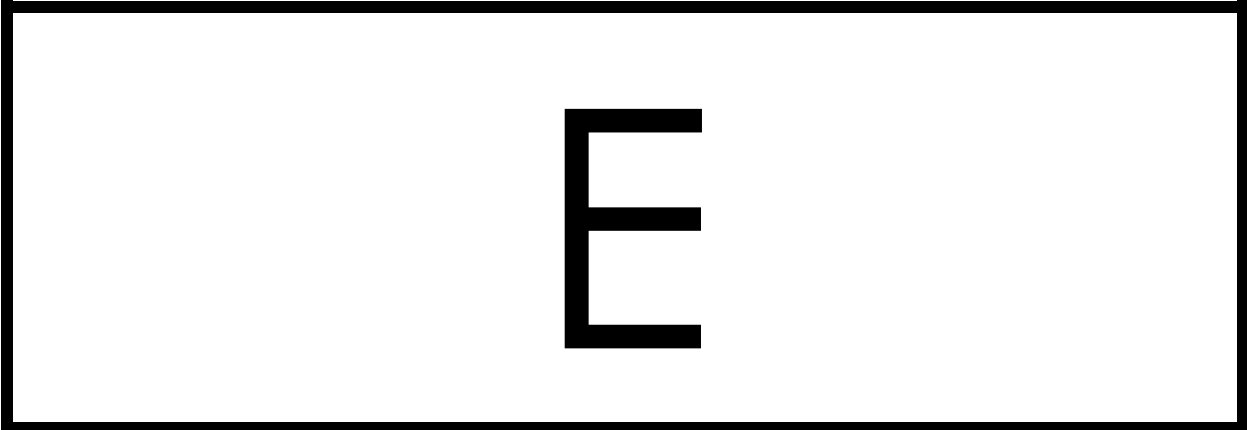
- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an uncorrected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

Principal's Name: PWD Housing (managing member of Rush Homes) Controlling GP (CGP) or 'Named' Managing Member of Proposed Y property? Y or N

1	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	Victoria Ridge	Victoria Ridge, LLC; 434-455-2120	Y	24	24	7/25/2011, 8/1/2011, 8/9/2011	3/20/2012	N
2								
3								
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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. LIHTC as % of Total Units

1st PAGE TOTAL: 24 24 100%



E

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

Enclosed:

1. Assignment of Purchase and Sale Agreement
2. Executed Purchase and Sale Agreement
3. Most Current Real Estate Tax Assessment
 - 1218 Park Avenue
 - 722 Wise Street

ASSIGNMENT OF
PURCHASE AND SALE AGREEMENT

This Assignment of Purchase and Sale Agreement for the property located at **722 Wise Street, Lynchburg, VA** (this "**Assignment**") is dated as of March 4, 2019 (the "Effective Date") by and among **KCG Development, LLC**, a Florida limited liability company (the "**Assignor**"), 1218 Park, LP, a Florida limited partnership (the "**Assignee**"); and **1218 Park Ave, LLC**, a Virginia limited liability company (the "**Seller**"). Capitalized terms used but not defined herein shall have the respective meanings attributed thereto in the Real Estate Purchase and Sale Agreement for the property located at **722 Wise Street, Lynchburg, VA** dated as of January 23, 2019 (the "**Agreement**").

WHEREAS, the Seller and the Assignor entered into the PSA, which does not restrict Assignor from assigning its rights thereunder to Assignee;

WHEREAS, Assignor desires to assign its interests under the Agreement to Assignee, which Assignee desires to accept, and Seller consents to such assignment; and

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration hereinafter described, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Assignor hereby assigns to the Assignee and the Assignee hereby accepts from the Assignor, one hundred percent (100%) of the Assignor's right, title and interest in, under, and to the Agreement.

2. In consideration of the assignment effected hereby, the Assignee hereby assumes and agrees to discharge all of the buyer's obligations pursuant to the Agreement.

3. The Seller hereby: (i) acknowledges the assignment pursuant to this agreement and (ii) releases Assignor from all of its respective Obligations. Accordingly, from and after the Effective Date, the Assignees shall be responsible for all of the obligations of the Assignors under the Agreement.

4. The Assignor represents, warrants and covenants to the Assignee that: (i) the Assignor is the sole owner of the buyer's interest in the Agreement, free and clear of all undisclosed liens, encumbrances, security interests or claims of third parties of any kind or description; (ii) the Assignor is free to effect the assignment of its interest in the Agreement as provided herein and such assignment does not violate any law or constitute a default under any agreement to which the Assignor is a party or by which the Assignor is bound; (iii) this agreement is sufficient in all respects to assign to the Assignor the interest in the Agreement, and (iv) the Assignor will take no action inconsistent with or in derogation of the assignment effected hereunder.

5. The Assignee represents, warrants and covenants to the Assignor that the Assignee is free to acquire the interest in the Agreement as provided herein and such acquisition does not violate any law or constitute a default under any agreement to which the Assignee is a party or by which the Assignee is bound.

6. The Seller acknowledges the assignment contemplated by this Assignment. The parties hereto hereby confirm the continuing validity and enforceability of Agreement, and

expressly ratify the PSA acknowledging that Assignees shall succeed to all rights and obligations of Assignors under the Agreement as of the Effective Date.

7. Intentionally deleted.

8. The parties hereto agree to cooperate in good faith to effect any further amendments to the Agreement and to take such other steps as may be necessary or appropriate in order to more fully reflect and further evidence this Assignment.

9. Any Notices required or contemplated to be provided to the Assignor under the Agreement shall be provided instead to the Assignee in the manner contemplated in section 14 of the Agreement at the following address:

1218 Park, LP
9333 N. Meridian Street, Suite 230
Indianapolis, Indiana 46032
Attention: R.J. Pasquesi
Telephone: (317) 797-4400
Email: R.J.Pasquesi@kcgdevelopment.com

With a copy to:

Alliant Capital, Ltd.
Kathleen Balderrama, General Counsel
21600 Oxnard Street, Suite 1200
Woodland Hills, CA 91367
Telephone: 818-668-6800
Email: Katie.balderrama@alliantcapital.com

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

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed and delivered as of the Effective Date.

ASSIGNOR:

KCG Development, LLC, a Florida limited liability company

By: *R.J. Pasquesi*
RJ Pasquesi, President

ASSIGNEE:

1218 Park, LP, a Virginia limited partnership

By: KCG 1218 Park GP, LLC, a Virginia limited liability company

By: KCG HOLDINGS, LLC, a Florida limited liability company, its Manager

By: *R.J. Pasquesi*
R.J. Pasquesi, President

SELLER:

1218 Park Ave, a LLC, Virginia limited liability company

By: *Tony West*
Name: Tony West
Title: _____

Purchase and Sale Agreement

This Purchase and Sale Agreement (this "Agreement") is effective as of January 23, 2019, by KCG DEVELOPMENT, LLC, a Florida limited liability company, or its successors and assigns (the "Purchaser") and 1218 PARK AVE, LLC (the "Seller") and, together with the Purchaser, collectively, the "Parties" and each, individually, a "Party").

In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. **Definitions.** Unless otherwise stated in this Agreement, all of the capitalized words in this Agreement have the meanings set forth in the Exhibit A hereof, or in other provision of this Agreement.

2. **Purchase of the Property.** On the Closing Date and subject to the performance of all conditions precedent contained in this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell and deliver possession to Purchaser, on the Closing Date, all of Seller's right, title, and interest in and to the Property, free and clear of all Encumbrances, except for the Permitted Encumbrances. If necessary, the exact legal description of the Property, in accordance with Section 6.1, shall be substituted for the legal description and/or depiction of the Property attached hereto as Exhibit B and attached to the Deed.

3. **Purchase Price; Deposit; Prorations.**

3.1. **Purchase Price.** The purchase price for all of Seller's right, title, and interest in and to the Property (the "Purchase Price") is five hundred thousand dollars (\$500,000).

3.2. **Deposit.** Within ten (10) days after the date of this Agreement, Purchaser shall deliver to First American Title Insurance Company, or its affiliate chosen by Purchaser, which shall act as the escrow agent for the Closing (the "Title Company"), an earnest money deposit, in the amount of fifteen thousand dollars (\$15,000), to be held in an account and in accordance with the terms of this Agreement (the "Deposit"). Interest earned on the Deposit, if any, shall be considered part of the Deposit. Upon expiration of the Due Diligence Period, absent Purchaser's termination, the initial earnest money deposit will become nonrefundable and applicable to the purchase price. If the Seller terminates this Agreement at any time or for any reason other than the default of Purchaser, the Deposit shall be refunded to Purchaser.

3.3. **Prorations.** The balance of the Purchase Price, after application of any credits or prorations set forth in this Agreement and the application of the Deposit, shall be delivered by Purchaser in accordance with Section 4.3 of this Agreement, by certified or official bank check or wire transfer to the order of the Title Company, subject to the prior delivery in escrow of all instruments of transfer and conveyance in accordance with this Agreement.

4. Closing Date; Closing Deliveries; Costs and Expenses.

4.1. Closing Date. Subject to the satisfaction of all terms and conditions of this Agreement, the closing of the transactions contemplated hereby (the "Closing") shall take place as an escrow closing through the offices of the Title Company on a date that is within six (6) months after the expiration of the Due Diligence Period (the "Closing Date"), as selected by Purchaser in its sole and absolute discretion. Purchaser shall deliver written notice to Seller of the Closing Date selected by Purchaser no later than five (5) business days prior to such date. If Purchaser fails to deliver such written notice prior to the date that is fifty-four (54) days after the expiration of the Due Diligence Period, then the Closing Date shall occur on the date that is sixty (60) days after the expiration of the Due Diligence Period.

4.2. Seller's Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, Seller shall make the following deliveries to the Title Company or Purchaser, and perform the following acts, on or prior to the Closing Date:

4.2.1. A duly executed special warranty deed, transferring to Purchaser any and all of Seller's right, title, and interest in and to the Property (the "Deed"), conveying fee simple, good and marketable title to the Property, free and clear of any and all Encumbrances, other than the Permitted Encumbrances applicable thereto, and containing any and all release of dower, curtesy and/or other marital rights, if applicable, as required by state law.

4.2.2. A closing statement (the "Closing Statement"), prepared by the Title Company, executed by Seller, conforming to the proration and other relevant provisions of this Agreement.

4.2.3. A certificate of the members of Seller certifying copies of: (i) formation documents of Seller; (ii) all requisite resolutions or actions of Seller approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Seller.

4.2.4. An affidavit with respect to mechanics' liens, certifying that there are no unpaid bills for services rendered or material furnished to the Property, and an agreement indemnifying the Title Company and Purchaser against claims for such services or materials.

4.2.5. Any and all other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Purchaser, any Governmental Authority, or Title Company, including but not limited to: (i) the standard affidavit required by the Title Company for the removal of the standard preprinted exceptions from the title insurance policies; and (ii) a Certificate of Non-Foreign Status or other evidence satisfactory to Purchaser and the Title Company confirming that Purchaser is not required to withhold or pay to the Internal Revenue Service any part of the "amount realized" as such term is defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.

4.3. Purchaser's Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, Purchaser shall make the following deliveries to the Title Company or Seller,

and perform the following acts, at least two (2) days prior to the Closing Date, unless otherwise noted:

4.3.1. Closing Statement, executed by Purchaser.

4.3.2. Purchaser shall deliver the Purchase Price, as adjusted by this Agreement, to the Title Company, on or before the Closing Date.

4.3.3. A certificate of the members of Purchaser certifying copies of: (i) the formation documents of Purchaser; (ii) all requisite resolutions or actions of Purchaser approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Purchaser.

4.3.4. All other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Seller or Title Company.

4.4. Costs and Expenses. Seller shall pay for the following expenses relative to this transaction: (i) its own attorneys' fees, including the fee for preparation of the deed; and (ii) the "grantor's tax" Purchaser shall pay for all other closing costs, including the following expenses relative to this transaction: (i) the Title Company's closing and escrow fee; (ii) its own financing expenses, if any; (iii) its own attorneys' fees; (iv) the cost of any extended coverage under, or endorsements to, the above referenced Owner's policy of title insurance that are requested by Purchaser; (v) costs and expense of the Survey; and (vi) the costs and fees for recordation of the Deed, other than the grantor's tax.

5. Due Diligence Period; Seller's Deliverables; Seller's Post-Closing Obligations.

5.1. Due Diligence Period.

5.1.1. Due Diligence Inspections Generally. During the Due Diligence Period (as defined below), Purchaser shall have the right to conduct, at its sole cost and expense, its due diligence investigation and review of the Property (and all documentation, contracts, leases, and information with respect thereto), and otherwise to determine the desirability and utility of the Property, in its sole and absolute discretion, for the construction of residential multi-family housing ("Purchaser's Intended Use"). Purchaser may conduct such testing, investigations, activities, inspections, and studies of the Property as it deems necessary or desirable, and examine and investigate to its full satisfaction all facts, circumstances, and matters relating to the Property (including, without limitation, the physical condition and use, availability and adequacy of utilities, access, zoning, accessibility matters, compliance with applicable laws, environmental conditions, engineering and structural matters) and any other matters it deems necessary or desirable for purposes of consummating the subject transaction (including, without limitation, the financial feasibility of Purchaser's Intended Use and the availability and sufficiency of debt financing and Housing Tax Credits under Section 42 of the Internal Revenue Code for the Property). In connection with the foregoing, Seller hereby grants to Purchaser and its agents, contractors, consultants and representatives (collectively, the "Purchaser Parties") the right to enter upon the upon the Property at all reasonable times during the Due Diligence Period and continuing until the

Closing Date to conduct such surveys, tests, investigations, studies, and inspections as it deems necessary to confirm the suitability of the Property for Purchaser's Intended Use, including, without limitation, a Phase I Environmental Audit of the Property, soil borings, percolation tests, toxic or hazardous substance tests and other environmental testing which Purchaser deems reasonably necessary to evaluate potential environmental risks related to the Property. If Purchaser or the Purchaser Parties cause any damage to the Property during the course of any such entry, then Purchaser shall promptly repair and/or restore the Property to substantially to the same condition it was prior to such entry; provided, however, that Purchaser shall not be liable for any damages incurred by Seller resulting from the mere discovery by Purchaser of a pre-existing condition at or with regard to the Property. As used herein, the term "Due Diligence Period" shall mean the period of time commencing on the date of this Agreement and continuing thereafter until the later of (a) the date that Purchaser shall have received financing commitments from the Virginia Housing Development Authority ("VHDA") in an amount deemed sufficient by Purchaser for Purchaser's Intended Use, in its sole discretion, and (b) June 30, 2019, or as extended under Section 5.2. Purchaser shall, without limitation, indemnify and hold harmless Seller from any and all loss, damage or expense, including legal fees and court costs, arising out of or related to any entry upon the real estate by Purchaser or anyone authorized by or on behalf of Purchaser to enter upon the property. Purchaser further agrees to repair any damage to said property caused by test(s).

5.1.2. Due Diligence Period Reports. Purchaser will provide the Seller with copies of communications, approvals, plans and other pertinent correspondence. In the event the Purchaser terminates this Agreement, the Seller will have the right (but not the obligation) to require the Purchaser deliver all plans, surveys, reports and documents related to the property.

5.1.3. Cooperation by Seller. During the Due Diligence Period and continuing through the Closing Date, Seller, and Seller's agents, shall fully cooperate with Purchaser in connection with Purchaser's due diligence activities described Section 5.1.1. Such cooperation shall include, without limitation, (i) executing any applications or other documents and making such other appearances as reasonably requested by Purchaser in order to obtain all necessary easements, permits, licenses, variances and approvals pertaining to the building, occupancy, signs, utilities, curb cuts, drive ways, zoning, use, environmental controls for Purchaser's Intended Use; (ii) after the expiration of the Due Diligence Period, granting, or causing to be granted to Purchaser all necessary utility easements; and (iii) after the expiration of the Due Diligence Period, assisting with any subdivision or lot split of Seller's property which is necessary in order to convey the Property to Purchaser as a separate, transferable and taxable parcel.

5.1.4. Rejection of Property; Termination. At any time prior to the expiration of the Due Diligence Period, Purchaser shall have the right, in its sole and absolute discretion, for any reason or no reason, to elect not to proceed with the purchase of the Property and to terminate this Agreement by delivering written notice of such election to Seller, whereupon the Title Company shall return to Purchaser the Deposit, and neither Party shall have any further rights or obligations to the other under this Agreement.

5.2. Extension of Due Diligence Period. Purchaser shall have option to extend the Due Diligence Period for three (3) periods of sixty (60) days each, in each case by delivering written notice of its intent to do so to the Seller prior the expiration of the Due Diligence Period. Upon

each such exercise, Purchaser will deposit three thousand dollars (\$3,000) (an "Extension Fee") with the Title Company which will become immediately non-refundable to Purchaser except in the event that the Closing does not occur as a result of a breach or default of any representation, warranty, or covenant of Seller under this Agreement. The entirety of the Deposit and any Extension Fee(s) will be applied to reduce Purchase Price at Closing.

5.3. Liquidated Damages. Purchaser and Seller agree that, in the event of a default by Purchaser under this Agreement, (i) it would be impracticable and extremely difficult to fix the actual damages to Seller arising from such default, (ii) the amount of the Deposit is a reasonable estimate of such damages, and (iii) Seller shall retain the Deposit as liquidated damages as its sole and exclusive remedy against Purchaser for any default under, violation of, or breach of this Agreement. Furthermore, Seller agrees that the amount of the Deposit is a sufficient remedy for any such breach or default by Purchaser, and upon delivery of the Deposit to Seller following such a Purchaser default, Seller shall no longer have any cause of action or claim against Purchaser in law or in equity, including specific performance, and Purchaser shall be fully released from any claims or causes of action by, or in favor of, Seller arising out of or relating to this Agreement. The Parties further agree that the Deposit is a reasonable sum considering all of the circumstances of the transactions contemplated by this Agreement.

5.4. Seller's Deliverables. Within seven (7) days after the date of this Agreement, Seller agrees to provide Purchaser with physical or electronic copies of any and all environmental reports, wetlands permits, geotechnical reports, concurrency documents, plans and specifications, plans, bids, covenants, construction contracts, aerial photographs, development agreements, warranties, leases and rent roll, topos, correspondence, utility locations and capacity documents, traffic studies, surveys, title commitments or policies, surveys, soil tests or other inspection reports regarding the Property which are in Seller's possession. In addition, Seller shall, within three (3) business days following Purchaser's request therefor, deliver to Purchaser copies of any other requested due diligence items that are within Seller's possession or control.

6. Title Commitment; Survey.

6.1. Title Commitment. Prior to thirty (30) days before the expiration of the Due Diligence Period, Purchaser may obtain, at Purchaser's costs and expense, a title insurance report and commitment for an ALTA Owner's Title Insurance Policy in a coverage amount equal to the amount of the Purchase Price, from the Title Company (the "Title Commitment"), in which the Title Company commits that upon delivery and recordation of the Deed and other documents provided for in this Agreement, the Title Company will issue, at its usual rate, an ALTA Owner's Title Insurance Policy, insuring access to the Property and such other endorsements as Purchaser may request (the "Title Policy"). Title to the Property shall be good and marketable in fee simple in the name of Seller, as determined in accordance with the standards of the state bar association where the Property is located and free and clear of all Encumbrances other than Permitted Encumbrances. If the Title Commitment or the exceptions show that title is unmarketable, then Purchaser shall notify Seller of Purchaser's objections prior to the expiration of the Due Diligence Period. Seller shall undertake, with due diligence, to have the defects identified by Purchaser eliminated. If Seller is unable or unwilling to eliminate defects identified by Purchaser within fifteen (15) days, Seller shall notify Purchaser in writing, and Purchaser shall have the option,

within fifteen (15) days of the written notice by Seller, to be exercised in Purchaser's sole discretion, to: (i) proceed with Closing of this transaction subject to such title defects; or (ii) terminate this Agreement, in which event the Title Company shall return the Deposit to Purchaser. Notwithstanding the foregoing, Purchaser shall have the right to object to any new title exceptions which are identified between the date of the Title Commitment and the Closing Date.

6.2. Survey. During the Due Diligence Period, Purchaser may obtain a current ALTA/ACSM Land Title Survey of the Property at Purchaser's cost and expense (the "Survey").

7. **Representations by Seller**. As of the date of this Agreement and as of the Closing Date, Seller hereby represents and warrants to Purchaser as follows:

7.1. Title to Property. Seller has good, marketable and indefeasible fee simple title to the Property, free and clear of all Encumbrances of any nature except Permitted Encumbrances. The Property constitutes all of the Property necessary and sufficient to conduct the operations of the Property in accordance with Seller's past practices. On the Closing Date, the Property shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than Purchaser.

7.2. Authority and Organization. Seller is a limited liability partnership, duly organized, validly existing, and in good standing under the laws of the State of Virginia and has all requisite power and authority to carry on its business as it is presently being conducted. Seller has obtained, or will obtain prior to the Closing Date, all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.

7.3. Enforceability. This Agreement has been duly authorized and approved by Seller, has been duly and validly executed and delivered by Seller and is a valid and legally binding agreement of Seller, enforceable against Seller in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law). The execution and delivery of this Agreement by Seller will not: (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound; (iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and or (iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

7.4. Transfer of Property; Compliance with Laws. On the Closing Date, Seller will transfer the Property and possession of the Property to Purchaser. The Property is in good standing and in compliance with all applicable covenants, conditions, restrictions, easements, laws, regulations, rules affecting the Property and for which the Property is subject. Neither Seller nor the Property has received any notice of and there exist no known proceedings or investigations by any Governmental Authority against or affecting the Property.

7.5. Continued Compliance with Laws. The continued compliance with all legal requirements relating to the Property is not dependent on facilities located at any other property; and compliance by any other property with any legal requirements applicable to the other property is not dependent on the Property.

7.6. Property Rights. Other than this Agreement, there are no outstanding options, contracts, commitments, warranties, pledges, agreements or other rights of any character entitling any Person to acquire any or all of the Property. Further, all service and maintenance contracts with respect to the Property will, unless Purchaser notifies Seller in writing during the Due Diligence Period that Purchaser intends to assume the same, be terminated by Seller, at Seller's cost, at Closing.

7.7. Litigation. There is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property. No attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller. Seller is not contemplating the institution of insolvency proceedings.

7.8. Eminent Domain. Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property, including, but not limited to, any action that would compromise access to the Property due to changes in public roads or impact the availability of utilities to the Property. Seller has no knowledge of any pending moratorium or other action which would impact construction on the Property.

7.9. Assessments/Tax Appeals. Seller has not been notified of any possible future improvements by any public authority, any part of the cost of which might be assessed against any part of the Property. Seller has requested the taxing authority to reduce prior valuations of the Property; this matter has not been resolved as of the date of this Agreement.

7.10. Environmental. To best of the Seller's knowledge, Seller, (i) has not used the Property for the storage, treatment, generation, production or disposal of any toxic or hazardous waste, material or substance, nor does Seller have knowledge of such use by others; (ii) has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on or off site of the Property; (iii) has not received any notice from any governmental authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Property; and (iv) has disclosed to Purchaser the location of all underground storage tanks on the Property, if any. No event has occurred with respect to the Property which would constitute a violation of any applicable environmental law, ordinance or regulation.

8. Representations by Purchaser. As of the date of this Agreement and as of the Closing Date, Purchaser hereby represents and warrants to Seller as follows:

8.1. Authority and Organization. Purchaser is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Florida, and has all

requisite power and authority to carry out the transactions contemplated by this Agreement and has obtained all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated. The person signing this Agreement on behalf of the Purchaser represents the necessary acts have been taken by the Purchaser's members and manager to authorize him to execute this Agreement and to bind the Purchaser.

8.2. Enforceability. This Agreement has been duly authorized and approved by Purchaser, has been duly and validly executed and delivered by Purchaser and is a valid and legally binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law).

8.3. No Conflict. The execution, delivery and performance of this Agreement by Purchaser will not breach any statute or regulation of any Governmental Authority, and will not conflict with or result in a breach of or default under any of the terms, conditions or provisions of any order, writ, injunction, decree, agreement or instrument to which Purchaser is a party.

9. Covenants of Seller. Prior to the termination of this Agreement or the Closing Date, Seller covenants and agrees as follows:

9.1. Except as expressly permitted under Section 30, Seller shall not enter into any contract or agreement for the sale, lease, transfer, mortgage, easement, lien, encumbrance, hypothecate, pledge, encumber or assign any of the Property or Seller's interest in the Property or the interest in Seller.

9.2. Seller shall promptly notify Purchaser of any event, condition or circumstance occurring from the date hereof to the Closing Date that would constitute a violation or breach of this Agreement by Seller.

9.3. Seller shall not enter into or renew any contracts, leases, or other commitments regarding the Property, either with any Governmental Authority (including, but not limited to, zoning changes, site plan approvals, density shifts, or platting or replatting) or with any tenant or other private person or party, without having first obtained the prior written consent of Purchaser thereto in each instance.

9.4. Seller shall not, during the term of this Agreement, enter into or negotiate any other contracts or other commitments regarding the Property with any party who intends to purchase and/or develop the Property for any purpose.

9.5. If applicable, Purchaser or its relocation agent will be allowed access to tenants/occupants who may be displaced as a result of this acquisition. Due to the funding/subsidy that will potentially be utilized to acquire, rehabilitate and/or operate this development, access is necessary to comply with required Uniform Relocation Act (URA) notifications. Access is defined as the Purchaser or its relocation agent's ability to contact and communicate with tenant/occupants

regarding URA and their potential eligibility for relocation assistance. Purchaser agrees to provide owner with a 24 hour notice before accessing tenant/occupants.

10. Indemnification. Each Party shall indemnify and hold harmless and shall reimburse the other Party and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a third party claim, arising from or in connection with any material inaccuracy in any of the representations and warranties made by such Party in this Agreement.

11. Remedies.

11.1. If Seller should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants, agreements, representations or warranties contained in this Agreement, then: (i) Purchaser may terminate this Agreement and upon such termination, the Parties shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit shall be immediately delivered to Purchaser and any Extension Fee(s) shall be immediately refunded to Purchaser; (ii) Seller shall reimburse Purchaser for all actual expenses and costs of Purchaser in connection with its due diligence regarding this Agreement and the purchase of the Property; and (iii) Purchaser may pursue any and all remedies available to Purchaser under law or equity, including the right of specific performance of the obligations of Seller hereunder.

11.2. If Purchaser should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then Seller may terminate this Agreement and upon such termination, (i) the Parties shall be released from any and all obligations arising hereunder or as a result of their course of dealings, (ii) any Extension Fees deposited with, but not previously delivered to Seller by, the Title Company shall be immediately delivered to Seller, and (iii) the Deposit shall promptly be delivered to Seller, such Deposit being agreed upon as the sole damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed on it by the terms and provisions of this Agreement. Seller agrees to accept and take the Deposit as its total damages and relief as Seller's sole remedy hereunder.

12. Condemnation; Destruction. If, prior to the Closing Date, all or any significant portion of the Property is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated) or if a material part of the Property, including any means of ingress thereto or egress therefrom is damaged or destroyed by fire or other casualty prior to the Closing Date, Seller shall notify Purchaser of that fact, and Purchaser shall have the option to terminate this Agreement upon notice to Seller and not later than ten (10) days after receipt of Seller's notice and receive a refund of the Deposit; in which case, all obligations of Seller and Purchaser hereunder will be extinguished.

13. Assignment. Purchaser may assign its interest or rights or obligations in this Agreement to an affiliated entity of Purchaser, without the consent of Seller. Purchaser must obtain the consent of Seller to assign Purchaser's interest or rights or obligations in this Agreement to any individual or entity which is not an affiliated entity of Purchaser.

14. **Notices.** Either Party may change its address by notice to the other Party. Any notice provided or permitted to be given under this Agreement must be in writing and may be served: (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the Party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested; or (ii) by delivering by a national courier service. Notice given in accordance with (i) above shall be effective three (3) days after mailed. Notice given in accordance with (ii) above shall be effective upon delivery by the national courier at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

Seller: 1218 Park Ave, LLC
2600 Memorial Ave. Ste. LL1
Lynchburg, VA 24501
Attention: Tony West

with a copy to: Coldwell Banker Commercial Real Estate & Co.
Attn: Luke Dykeman
101 Annjo Court
Forest, VA 24551

Purchaser: KCG Development, LLC
9333 N. Meridian Street, Suite 230
Indianapolis, Indiana 46260
Attention: Erica Meissner
Telephone: (508) 341-3930
Email: Erica.Meissner@companies.com

with a copy to: Kathleen Balderrama, Esq.
21600 Oxnard Street, Suite 1200
Woodland Hills, California 91367
Telephone: (818) 668-6800
Email: Katie.balderrama@alliantcapital.com

15. **Entire Agreement and Amendments.** This Agreement, together with the schedules and exhibits hereto, each of which is deemed to be a part hereof, contains the entire understanding between the Parties concerning the subject matter hereof and it is understood and agreed that all negotiations and agreements heretofore had between the Parties are merged herein.

16. **Amendment; Waiver.** This Agreement may be amended, modified or supplemented only by an agreement in writing signed by all Parties. The Parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein. Neither the failure nor any delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any right, power or remedy. Except as expressly provided herein, no waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the Party against whom it is sought to be enforced.

17. **Successors and Assigns.** The agreements and representations herein shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective Parties.
18. **Time of Essence.** Time is of the essence of all provisions of this Agreement.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located, without regard to conflicts of laws principles of that state. In the event of the bringing of any action or suit by either Party against the other arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the other Party all costs and expenses of suit, including reasonable attorney's fees.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile, in portable document format (PDF) or by other commonly utilized electronic means of transmission shall have the same effect as original signatures.
21. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
22. **Captions and Headings.** The captions and headings of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.
23. **Multiple Sellers.** If two or more persons constitute this Agreement each as a seller, the word "Seller" shall be construed as if it reads "Sellers" throughout this Agreement.
24. **Acceptance.** In the event this Agreement is not signed simultaneously by Purchaser and Seller, it shall be considered to be an offer made by the party first executing it. In such event this offer shall expire at midnight Eastern Time on January 21, 2019 unless one copy of this Agreement, executed by the Party to whom this offer had been made, shall have been mailed, in accordance with this Agreement.
25. **Interpretation, No Presumption; Survival.** This Agreement has undergone drafts with the negotiated suggestions of all Parties and therefore no presumption shall arise favoring any Party by virtue of the authorship of this Agreement or any of its provisions. The Parties have been advised by their respective legal counsel regarding the form and substance of the provisions contained herein. The use of the word "including" in this Agreement means including, without

limitation, the items following. All of the representations, warranties and covenants made in this Agreement shall survive the Closing for a period of one (1) year.

26. **Date of Performance.** If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or federal holiday.

27. **Apportionments.** Adjustments to the Purchase Price paid hereunder shall be made between Seller and Purchaser and shall be prorated as applicable upon the Closing Date. For purposes of all prorations provided for herein, Seller shall be responsible for all days prior to the Closing Date and Purchaser shall be responsible for the Closing Date and all days on or after the Closing Date. All prorations shall be made on a 365 day calendar year basis and the actual number of days in the month of the Closing Date.

27.1. All income and expense, including but not limited to applicable prepaid expenses, rents, cash adjustments, and accrued liabilities, attributable to the ownership of the Property, shall be measured and prorated on an accrual basis, and attributed to the Seller's account until the Closing Date and to the Purchaser's account from and after the Closing Date.

27.2. Seller shall pay or credit against the Purchase Price all unpaid real estate taxes, including penalties and interest, for all tax years preceding the Closing Date, and shall credit a portion of such taxes for the tax year in which the Closing is held, prorated through the Closing Date. The proration of such taxes shall be based on a 365-day year and on the most recently available rate and valuation and the amount so computed and adjusted shall be final. Seller shall pay any special assessments which are a lien on the Property as of the Closing Date, whether such assessments are past due, then due or thereafter to become due.

27.3. Seller is responsible for the payment of any and all agricultural tax recoupment charges and/or deferred real estate taxes for the Property.

27.4. Seller shall transfer to Purchaser any and all security deposits relating to any and all leases or other funds held in trust for tenants of the Property, if any.

28. **Brokers.** The Parties acknowledge that no brokers other than Coldwell Banker Commercial Real Estate & Co. were engaged as part of this transaction. Purchaser and Seller each covenant and agree to defend, indemnify and save the other harmless from any actions, damages, fees, real estate commissions, costs and/or expenses (including reasonable attorneys' fees) resulting from or claimed to be due on account of the purchase and sale of the Property due to the acts of the other Party. These reciprocal indemnities shall include the costs of discharging any lien and the cost of defending any litigation, including reasonable attorney's fees (the Party to be indemnified shall have the right to choose its own counsel).

29. **Sales Commission:** The Seller agrees to pay cash to the Agents (as defined below) for their services, at settlement a commission on the Purchase Price of the property which shall be equal to six-percent (6%) of the Purchase Price. In the event Seller, fails to pay said commission and Coldwell Banker Commercial Read & Co. takes legal action to collect said fee, Seller shall be responsible for all legal fees associated with the collection of said monies due. In addition, any unpaid balance due shall accrue a late fee at the rate of 2% per month.

30. **Disclosure:** Unless otherwise disclosed in writing, all parties acknowledge that the Agent Coldwell Banker Commercial Read & Co. represent the Seller. The Agent's fiduciary duties of loyalty and faithfulness are owed to the Seller who is their principal. Agents are required by law and by their Code of Ethics to treat all parties honestly and fairly.

31. **1031 Exchange.** Seller may, solely in connection with and as a necessary step in permitting the contemplated transaction to qualify as an Internal Revenue Code Section 1031 like-kind exchange, restructure the manner in which the Property is held at its sole cost and expense, provided that the time periods provided in this Agreement (including, without limitation, the Closing Date) shall not be delayed or otherwise affected. Purchaser shall reasonably cooperate with Seller in connection with such restructuring, provided that Purchaser shall incur no material costs, expenses or liabilities in connection therewith. If Seller uses a qualified intermediary to effectuate such an exchange, any assignment of the rights or obligations of Seller hereunder shall not relieve, release or absolve Seller of its obligations to Purchaser.

32. **Operations Pending Closing.** Seller, at its expense, shall use reasonable efforts to maintain the Property until the Closing or sooner termination of this Agreement, substantially in its present condition and pursuant to Seller's normal course of business (such as maintenance obligations but not including extraordinary capital expenditures or expenditures not incurred in such normal course of business), subject to ordinary wear and tear, damage by fire or other casualty and condemnation. In addition, Seller shall deliver to Purchaser a copy of any written notice of default delivered by Seller to any Tenant.

[Signatures on the Next Page.]

Purchase and Sale Agreement

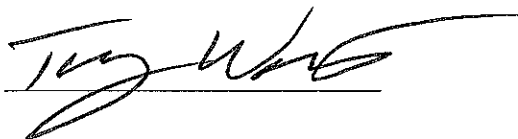
Signature Page

IN WITNESS WHEREOF, Seller and Purchaser have executed this Purchase and Sale Agreement as of the date listed above.

Seller:

1218 PARK AVE, LLC
a Virginia limited liability company

By: _____



Purchaser:

KCG DEVELOPMENT, LLC
a Florida limited liability company

By: _____

R.J. Pasquesi
RJ Pasquesi, President

[End of Signatures.]

Purchase and Sale Agreement

Exhibit A

Definitions

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

“Agent” means the broker representing the seller: Coldwell Banker Commercial Real Estate & Co.

“Appurtenances” mean all rights, privileges, easements, hereditaments, tenements and rights-of-way appurtenant to, or used in connection with, the beneficial use and enjoyment of the Property, including, without limitation, all right, title and interest, if any, of Seller in and to all water rights, open or proposed highways, streets, roads, roadways, avenues, alleys, sidewalks, easements, strips, gores or rights-of-way, ingress and egress, in, on, across, under, in front of, contiguous to, adjacent to, abutting, adjoining or otherwise benefiting the Property, both public and private.

“Encumbrance” means any lien, pledge, mortgage, charge, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, encroachment or other survey defect, transfer restriction, easements and restrictions related to wetlands and waterways, or other encumbrance of any nature whatsoever.

“Governmental Authority” or “Governmental Authorities” mean any government or political subdivision thereof, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision, or any court or arbitration body, having authority over the Property.

“Improvements” mean all improvements, buildings, structures and fixtures currently located on the Property or to be located on the Property as of the Closing Date, excluding any fixtures owned by tenants, including, without limitation, all heating and air conditioning systems, parking facilities and services, refrigeration, ventilation or other utilities, facilities or services located on the Property or owned by Seller and used in connection with the Property.

“Leases” mean each and every lease of space at the Property and any amendments thereto (i) in full force and effect as of the Effective Date and/or (ii) executed by Seller after the Effective Date in compliance with the terms and provisions of this Agreement.

“Licenses” mean all of the following owned by Seller, any and all licenses, permits, certificates, consents, registrations, certifications, approvals, operating rights, service contracts, intellectual property, waivers and other authorizations, whether issued or granted by any Governmental Authority or by any other Person, with respect to the Property.

“Permitted Encumbrance” means: (i) any mortgage or related security documents on the Property to be released on or before the Closing Date; (ii) easements and restrictions of record which Purchaser, in its sole and absolute discretion determines, do not interfere in any material respect with the ownership of the Property for Purchaser’s Intended Use; (iii) liens for real property taxes

not yet due and payable; and (iv) other exceptions approved in writing by Purchaser in its sole and absolute discretion.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any Governmental Authority.

“Property” means that certain approximate 0.863 acres of real property located at 1218 Park Avenue and 0.296 acres of real property located at 722 Wise Street in Lynchburg, Virginia, and more particularly described and/or depicted in Exhibit B, together with all Improvements, Appurtenances, together with all of Seller’s right, title and interest in and to the following: (i) the Tangible Personal Property; (ii) any and all signage, identifying names and all marketing materials of or associated with the real property; (iii) any and all Licenses; (iv) any and all Records; (v) goodwill, trademarks, trade names, service marks, telephone and facsimile numbers regarding the foregoing real property; (vi) all such other tangible or intangible property used or useful in the ownership of the Property; and (vii) any and all contracts, agreements, and other arrangements relating to the ownership of the foregoing real property, including any existing lease and any and all service contracts relating to third party service providers of the foregoing real property, as determined by Purchaser during the Due Diligence Period.

“Records” mean any and all books, lists, leases, documents, manuals, marketing information, databases, and specifications, architectural renderings, warranties, blue prints, floor plans, mylars, forms and records used in connection with the Property and/or any Improvements on the Property.

“Tangible Personal Property” means all furnishings, fixtures, furniture, artwork, apparatus, appliances, tools, machinery, accessories, equipment, and other tangible personal property of any type or description owned by Seller and used or held for use in connection with the ownership of the Property, if any.

Property Information Report

City of Lynchburg Assessor's Office
900 Church Street
Lynchburg, VA 24504
Telephone: (434) 455-3830
8:30a.m. - 5:00 p.m. Mon - Fri

Parcel ID: 01027002 **Owner:** 1218 PARK AVENUE LLC
Property Address: 1218 PARK AVE
LYNCHBURG, VA 24501 **Mailing Address:** 2600 MEMORIAL AVE STE LL1
LYNCHBURG, VA 24501-2658

Property Descriptions	
Legal Description:	COLLEGE HILL; BLK. 519
Neighborhood:	1000 : COMMERCIAL MISC
Property Class:	502 : INDUSTRIAL - WAREHOUSE

Land Information	
Area:	Legal Acreage: 0.000 GIS Acreage: 0.863
Frontage:	0.00ft
Depth:	0ft

Special Assessments	
Participant in Land Use:	NO
Land Use Deferral Amount:	--
Participant in Rehab Program:	NO
Exempt Amount:	--
Participant Until:	--

School Zones	
Elementary School:	BEDFORD HILLS ELEMENTARY
Middle School:	LINKHORNE MIDDLE
High School:	E C GLASS HIGH
Zoning:	Zoning Description:
B-5	General Business

Ownership History

Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document No	Deed Bk / Pg	Conveyance
2/2/2017	\$0	WEST, TONY D	1218 PARK AVENUE LLC	170000673		DEED
11/20/2015	\$275,000	STEIN REAL ESTATE COMPANY LLC	WEST, TONY D	150007030		DEED
10/3/2000	\$225,000	HARRIS TIRE WHOLESALE INC	STEIN REAL ESTATE LIMITED PARTNERSHI		1149 652	
3/27/1998	\$0	HARRIS TIRE CO INC	HARRIS TIRE WHOLESALE INC		1028 329	
7/11/1984	\$55,000	E S & L PROPERTIES	HARRIS TIRE CO INC		645 673	
1/1/1870	\$0	CAMPBELL COUNTY ANNEXATION 1870				

Assessment

Year	Land Value	Improvement value	Total Value	Assessment Date	Notes
2018	\$64,700	\$203,000	\$267,700	7/1/2018	Current Assessment
2017	\$64,700	\$203,000	\$267,700	7/1/2017	
2016	\$64,700	\$203,000	\$267,700	7/1/2016	
2015	\$64,700	\$203,000	\$267,700	7/1/2015	
2014	\$64,700	\$203,000	\$267,700	7/1/2014	
2013	\$64,700	\$203,000	\$267,700	7/1/2013	
2012	\$64,700	\$203,000	\$267,700	7/1/2012	
2011	\$64,700	\$203,000	\$267,700	7/1/2011	
2010	\$64,700	\$203,000	\$267,700	7/1/2010	
2009	\$64,700	\$203,000	\$267,700	7/1/2009	
2008	\$64,700	\$194,100	\$258,800	7/1/2008	
2007	\$64,700	\$194,100	\$258,800	7/1/2007	
2006	\$64,700	\$184,600	\$249,300	7/1/2006	
2005	\$64,700	\$184,600	\$249,300	7/1/2005	
2004	\$28,500	\$47,500	\$76,000	7/1/2004	
2003	\$28,500	\$47,500	\$76,000	7/1/2003	

Real Estate Property Tax Information

Total Due:
\$1,485.75

Current Year	Type	Date Due	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
Installment #:1	Tax	11/15/18	\$742.86	\$0.00	\$0.00	\$742.86	\$0.00	\$0.00	11/15/2018	\$0.00
Installment #:2	Tax	01/15/19	\$742.86	\$0.00	\$0.00	\$742.86	\$0.00	\$0.00	1/16/2019	\$0.00
Installment #:3	Tax	03/15/19	\$742.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$742.86
Installment #:4	Tax	05/15/19	\$742.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$742.89

History	Type	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
2017	Tax	\$2,971.47	\$0.00	\$0.00	\$2,971.47	\$0.00	\$0.00	5/15/2018	\$0.00
2016	Tax	\$2,971.47	\$0.00	\$0.00	\$2,971.47	\$0.00	\$0.00	5/16/2017	\$0.00
2015	Tax	\$2,971.47	\$0.00	\$0.00	\$2,971.47	\$0.00	\$0.00	11/5/2015	\$0.00
2014	Tax	\$2,971.47	\$74.29	\$6.81	\$2,971.47	\$74.29	\$6.81	1/2/2015	\$0.00
2013	Tax	\$2,971.47	\$74.29	\$13.67	\$2,971.47	\$74.29	\$13.67	1/2/2014	\$0.00
2012	Tax	\$2,971.47	\$74.29	\$6.81	\$2,971.47	\$74.29	\$6.81	12/31/2012	\$0.00
2011	Tax	\$2,810.85	\$70.27	\$6.44	\$2,810.85	\$70.27	\$6.44	12/27/2011	\$0.00
2010	Tax	\$2,810.85	\$0.00	\$0.00	\$2,810.85	\$0.00	\$0.00	11/1/2010	\$0.00
2009	Tax	\$2,810.85	\$0.00	\$0.00	\$2,810.85	\$0.00	\$0.00	11/9/2009	\$0.00
2008	Tax	\$2,717.40	\$67.94	\$6.22	\$2,717.40	\$67.94	\$6.22	12/19/2008	\$0.00
2007	Tax	\$2,717.40	\$0.00	\$0.00	\$2,717.40	\$0.00	\$0.00	11/8/2007	\$0.00
2006	Tax	\$2,767.23	\$69.18	\$6.34	\$2,767.23	\$69.18	\$6.34	4/23/2007	\$0.00
2005	Tax	\$2,767.23	\$69.18	\$0.00	\$2,767.23	\$69.18	\$0.00	4/24/2006	\$0.00
2004	Tax	\$843.60	\$0.00	\$0.00	\$843.60	\$0.00	\$0.00	10/21/2004	\$0.00
2003	Tax	\$843.60	\$0.00	\$0.00	\$843.60	\$0.00	\$0.00	11/14/2003	\$0.00
2002	Tax	\$843.60	\$0.00	\$0.00	\$843.60	\$0.00	\$0.00	11/8/2002	\$0.00
2001	Tax	\$843.60	\$0.00	\$0.00	\$843.60	\$0.00	\$0.00	10/25/2001	\$0.00
2000	Tax	\$842.49	\$0.00	\$0.00	\$842.49	\$0.00	\$0.00	12/8/2000	\$0.00
1999	Tax	\$842.49	\$0.00	\$0.00	\$842.49	\$0.00	\$0.00	4/13/2000	\$0.00
1998	Tax	\$828.06	\$0.00	\$0.00	\$828.06	\$0.00	\$0.00	3/12/1999	\$0.00

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof, as the city of Lynchburg expressly disclaims any liability for loss or damage arising from the use of said information by any third party.

Property Information Report

City of Lynchburg Assessor's Office
900 Church Street
Lynchburg, VA 24504
Telephone: (434) 455-3830
8:30a.m. - 5:00 p.m. Mon - Fri

Parcel ID: 01027003 **Owner:** 1218 PARK AVENUE LLC
Property Address: 722 WISE ST
LYNCHBURG, VA 24501 **Mailing Address:** 2600 MEMORIAL AVE STE LL1
LYNCHBURG, VA 24501-2658

Property Descriptions	
Legal Description:	COLLEGE HILL; BLK. 521,523
Neighborhood:	1000 : COMMERCIAL MISC
Property Class:	407 : COMMERCIAL - PARKING

Land Information	
Area:	Legal Acreage: 0.296 GIS Acreage: 0.296
Frontage:	0.00ft
Depth:	0ft

Special Assessments	
Participant in Land Use:	NO
Land Use Deferral Amount:	--
Participant in Rehab Program:	NO
Exempt Amount:	--
Participant Until:	--

School Zones	
Elementary School:	BEDFORD HILLS ELEMENTARY
Middle School:	LINKHORNE MIDDLE
High School:	E C GLASS HIGH
Zoning:	Zoning Description:
R-3	Medium Density Two-Family Residential

Ownership History

Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document No	Deed Bk / Pg	Conveyance
2/2/2017	\$0	WEST, TONY D	1218 PARK AVENUE LLC	170000673		DEED
11/20/2015	\$275,000	STEIN REAL ESTATE COMPANY LLC	WEST, TONY D	150007030		DEED
9/29/2000	\$225,000	HARRIS TIRE CO INC	STEIN REAL ESTATE LIMITED PARTNERSHI		1149 652	
7/11/1984	\$55,000	E S & L PROPERTIES	HARRIS TIRE CO INC		645 673	
6/8/1978	\$25,000	BAMBY BAKERS INC	E S & L PROPERTIES		549 159	
12/18/1975	\$50,000	STA KLEEN BAKERY INC	BAMBY BAKERS INC			
1/1/1870	\$0	CAMPBELL COUNTY ANNEXATION 1870				

Assessment

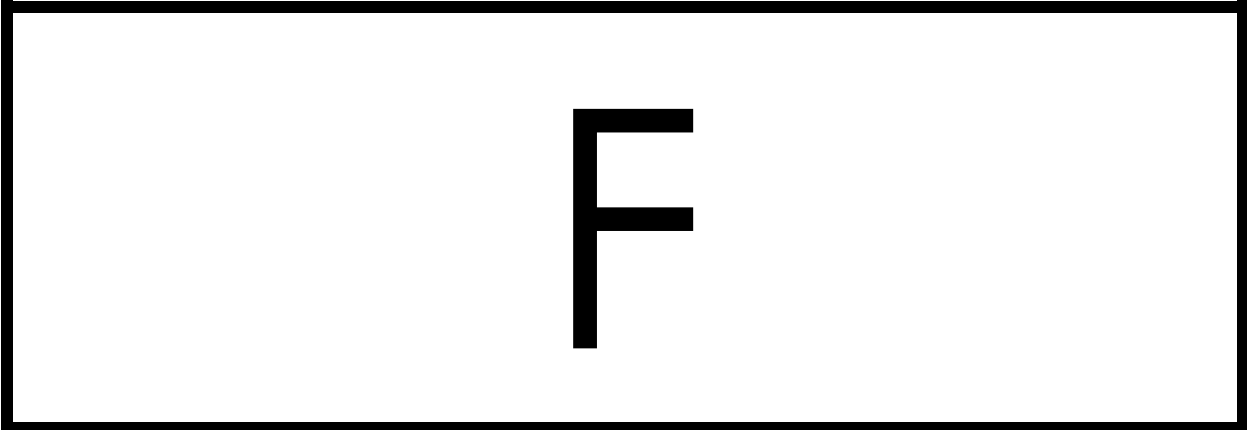
Year	Land Value	Improvement value	Total Value	Assessment Date	Notes
2019	\$22,100	\$17,700	\$39,800	7/1/2019	Proposed Assessment
2018	\$22,100	\$17,700	\$39,800	7/1/2018	Current Assessment
2017	\$22,100	\$17,700	\$39,800	7/1/2017	
2016	\$22,100	\$17,700	\$39,800	7/1/2016	
2015	\$22,100	\$17,700	\$39,800	7/1/2015	
2014	\$22,100	\$17,700	\$39,800	7/1/2014	
2013	\$22,100	\$17,700	\$39,800	7/1/2013	
2012	\$22,100	\$17,700	\$39,800	7/1/2012	
2011	\$22,100	\$17,700	\$39,800	7/1/2011	
2010	\$22,100	\$17,700	\$39,800	7/1/2010	
2009	\$22,100	\$17,700	\$39,800	7/1/2009	
2008	\$22,100	\$17,700	\$39,800	7/1/2008	
2007	\$22,100	\$17,700	\$39,800	7/1/2007	
2006	\$22,100	\$4,900	\$27,000	7/1/2006	
2005	\$22,100	\$4,900	\$27,000	7/1/2005	

Real Estate Property Tax Information

Total Due:
\$220.90

Current Year	Type	Date Due	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
Installment #:1	Tax	11/15/18	\$110.44	\$0.00	\$0.00	\$110.44	\$0.00	\$0.00	11/15/2018	\$0.00
Installment #:2	Tax	01/15/19	\$110.44	\$0.00	\$0.00	\$110.44	\$0.00	\$0.00	1/16/2019	\$0.00
Installment #:3	Tax	03/15/19	\$110.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$110.44
Installment #:4	Tax	05/15/19	\$110.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$110.46

History	Type	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
2017	Tax	\$441.78	\$0.00	\$0.00	\$441.78	\$0.00	\$0.00	5/15/2018	\$0.00
2016	Tax	\$441.78	\$0.00	\$0.00	\$441.78	\$0.00	\$0.00	5/16/2017	\$0.00
2015	Tax	\$441.78	\$0.00	\$0.00	\$441.78	\$0.00	\$0.00	11/5/2015	\$0.00
2014	Tax	\$441.78	\$11.04	\$1.01	\$441.78	\$11.04	\$1.01	1/2/2015	\$0.00
2013	Tax	\$441.78	\$11.04	\$2.03	\$441.78	\$11.04	\$2.03	1/2/2014	\$0.00
2012	Tax	\$441.78	\$11.04	\$1.01	\$441.78	\$11.04	\$1.01	12/31/2012	\$0.00
2011	Tax	\$417.90	\$10.45	\$0.96	\$417.90	\$10.45	\$0.96	12/27/2011	\$0.00
2010	Tax	\$417.90	\$0.00	\$0.00	\$417.90	\$0.00	\$0.00	11/1/2010	\$0.00
2009	Tax	\$417.90	\$0.00	\$0.00	\$417.90	\$0.00	\$0.00	11/9/2009	\$0.00
2008	Tax	\$417.90	\$10.45	\$0.96	\$417.90	\$10.45	\$0.96	12/19/2008	\$0.00
2007	Tax	\$417.90	\$0.00	\$0.00	\$417.90	\$0.00	\$0.00	11/8/2007	\$0.00
2006	Tax	\$299.70	\$7.49	\$0.00	\$299.70	\$7.49	\$0.00	4/23/2007	\$0.00
2005	Tax	\$299.70	\$7.49	\$0.00	\$299.70	\$7.49	\$0.00	4/24/2006	\$0.00



F

Architect's Certification
and Third-Party RESNET
Rater Certification
(MANDATORY)

Enclosed:

1. Signed Architect's Certification
2. Third-Party RESNET Rater Certification



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: 1218 Park

Address of Development: 1218 Park Ave, Lynchburg VA 24501

Name of Owner: 1218 Park, LP

The architect signing this document is certifying that all unit and site amenities indicated in this certification are incorporated into the development plans and specifications, and that all products necessary to fulfill these representations are available for these purposes. The architect signing this document also certifies their understanding that both the excel application and the information in the architect certification must be the same and discrepancies between the excel application and architect's certification can result in penalties or even disqualification.

The individual who certifies this information must initial the pages where indicated, provide the personal information requested and sign on the last page. This certification should not be mailed separately to VHDA but returned to the developer for inclusion in the tax credit application.

(Acknowledge and include this instruction sheet as part of the certification)

Acknowledged:

Printed Name:

Mikel Griffin

All developments seeking Virginia Low Income Housing Tax Credits are required to meet one of the following as certified by a RESNET Rater:

New Construction - EnergyStar Certification

The development's design meets the criteria for the EnergyStar certification.

Rehabilitation -30% performance increase over existing, based on HERS Index

Or Must evidence a HERS Index of 80 or better

Adaptive Reuse - Must evidence a HERS Index of 95 or better.

Plans and Specifications: Required documentation for all properties (new construction, rehabilitation and adaptive reuse)

- 1 A location map with property(ies) clearly defined.
- 2 A site plan showing overall dimensions of main building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required. For combination 4% and 9% properties, site plan must show all elements of both properties labeled so that the elements are distinguishable as to 4% and 9%.
- 3 Sketch plans of main building(s) reflecting overall dimensions of:
 - a. Typical floor plan(s) showing apartment types and placement
 - b. Ground floor plan(s) showing common areas;
 - c. Sketch floor plan(s) of typical dwelling unit(s);

A Unit by Unit write up is required for all Rehabilitation properties

This certification includes two (2) separate calculations of square footage:

1. **Average Gross Unit Square Feet:** Measurements Include A Prorata Share of Heated Residential Common Area
2. **Net Rentable Square Feet:** Measurements *Do Not* Include A Prorata Share of Any Common Area and Reflect All Floor Plans of Each Unit Type (1-BR, 2-BR, etc.) measured from the interior face of the unit perimeter walls

1. Average Gross Unit Square Feet: (These measurements impact the scoring of tax credit applications)

For purposes of determining the total residential heated square feet (D), the building(s) were measured from the outside face of exterior walls and the centerline of any party walls. All unheated spaces (B) and nonresidential, (income producing commercial spaces) (C) were subtracted from this measurement. Community rooms, laundry rooms, property management offices and apartments, heated maintenance facilities, and other common space designed to serve residential tenants were not deducted. Based on this procedure, I certify the following calculations in determining the usable heated square feet for the above referenced development:

51,515.00	(A) Total gross floor area in (sq. ft.) for the entire development
2,602.02	- (B) Unheated floor area (breezeways, balconies, storage)
1,312.00	- (C) Nonresidential, (commercial income producing) area
47,600.98	= (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	1,410.71		6		8,464.24
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	1,120.63		4		4,482.50
2 Bedrooms Garden	1,250.72		14		17,510.02
3 Bedrooms Garden	1,558.57		11		17,144.22
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			35	Total	47,600.98 **

* Including pro rata share of heated, residential common area. This information should match Structure tab of the excel application

2. Net Rentable Square Feet *

For purposes of calculating Net Rentable Square Feet, the units were measured from the face of each unit perimeter wall. The values below therefore indicate the actual square footage of each unit floor plan. (For example, there may be 2 distinct 1-bedroom floor plans, 3 distinct 2-bedroom floor plans, etc. The purpose of this section of the Architect Certification is to document and certify the floor space attributable to residential rental units in the development.)

Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space**

100.00%

	Unit Type	Floor Plan Square Feet	Number of Units This Floor Plan	Total
Mix 1	1 BR - 1 Bath	664.4	1	664.4
Mix 2	1 BR - 1 Bath	559.9	1	559.9
Mix 3	1 BR - 1 Bath	702.7	1	702.7
Mix 4	1 BR - 1 Bath	572.9	1	572.9
Mix 5	1 BR - 1 Bath	584.6	1	584.6
Mix 6	2 BR - 1.5 Bath	742.2	1	742.2
Mix 7	2 BR - 1.5 Bath	897.3	1	897.3
Mix 8	2 BR - 1.5 Bath	711.1	1	711.1
Mix 9	2 BR - 1.5 Bath	836.4	2	1672.8
Mix 10	2 BR - 1.5 Bath	816.28	5	4081.4
Mix 11	2 BR - 1.5 Bath	737.8	1	737.8
Mix 12	2 BR - 1.5 Bath	702.7	1	702.7
Mix 13	2 BR - 1.5 Bath	820.3	1	820.3
Mix 14	2 BR - 1.5 Bath	778.7	1	778.7
Mix 15	2 BR - 1.5 Bath	764.8	1	764.8
Mix 16	2 BR - 1.5 Bath	798.4	1	798.4
Mix 17	2 BR - 1.5 Bath	873.3	1	873.3
Mix 18	3 BR - 2 Bath	1140	1	1140
Mix 19	3 BR - 2 Bath	950.5	2	1901
Mix 20	3 BR - 2 Bath	988.1	2	1976.2
Mix 21	3 BR - 2 Bath	1065.9	2	2131.8
Mix 22	3 BR - 2 Bath	1195.3	1	1195.3
Mix 23	3 BR - 2 Bath	1004.7	1	1004.7
Mix 24	3 BR - 2 Bath	1136.1	1	1136.1
Mix 25	3 BR - 2 Bath	1010.5	1	1010.5
Mix 26	3 BR - 2 Bath	1001.2	1	1001.2
Mix 27	3 BR - 2 Bath	924.5	1	924.5
Mix 28				0
Mix 29				0
Mix 30				0
Mix 31				0
Mix 32				0
Mix 33				0
Mix 34				0
Mix 35				0
Mix 36				0
Mix 37				0
Mix 38				0
Mix 39				0
Mix 40				0
Mix 41				0
Mix 42				0
Mix 43				0
Mix 44				0
Mix 45				0
Mix 46				0
Mix 47				0
Mix 48				0
Mix 49				0
Mix 50				0
Totals			35	30086.6

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

DEV Name: 1218 Park

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
 FALSE 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
- FALSE 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: 1218 Park

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

- 4 **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.

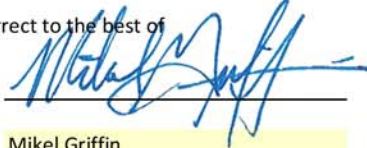
Check one or none of the following point categories, as appropriate:

- 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: 1218 Park

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

Signed:	
Printed Name:	Mikel Griffin
Title:	Principal
Virginia Registration #:	009449
Phone:	(434) 847 - 6564
Date:	3/11/19

NOTE TO ARCHITECT: If representatons 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: 1218 Park



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: 35

The total number of rental units in this development: 35

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: [Signature]

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

Date: 3/11/19



Appendix F
RESNET Rater Certification of Development Plans

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

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

In addition provide HERS rating documentation as specified in the manual

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

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.

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

Additional Optional Certifications

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

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

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

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

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

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

Signed: Austin Walther

Date: 3/11/19

Printed Name: Austin Walther

RESNET Rater

Resnet Provider Agency
Viridiant

Signature Sean Evensen-Shanley

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

Home Energy Rating Certificate

Projected Report

Rating Date: 2019-03-05
 Registry ID: Unregistered
 Ekotrope ID: YdxB01m2

HERS® Index Score:

72

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

\$433

*Relative to an average U.S. home

Home:

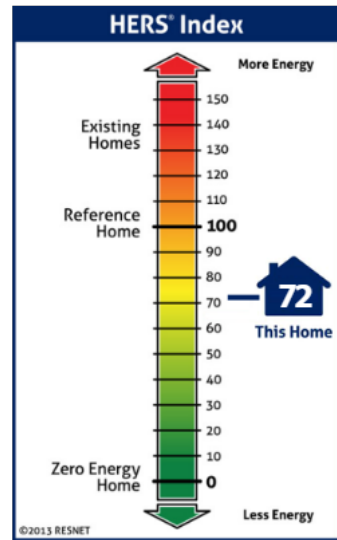
1218 Park Ave, Lynchburg, VA 24501

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	4.2
Cooling	1.3
Hot Water	4.2
Lights/Appliances	11.8
Service Charges	
Generation (e.g. Solar)	0.0
Total:	21.6

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1BR Top fl AR
Community:	1218 Park Ave
Conditioned Floor Area:	661 sq. ft.
Number of Bedrooms:	1
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:	7 ACH50
Ventilation:	25.0 CFM • 24.0 Watts
Duct Leakage to Outside:	33.05 CFM25 (5 / 100 s.f.)
Above Grade Walls:	R-13
Ceiling:	Vaulted Roof, R-20
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Austin Walther
 RESNET ID: 1092776

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

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



Austin Walther, Certified Energy Rater
 Digitally signed: 3/11/19 at 8:32 AM



G

Zoning Certification Letter

(MANDATORY)

Enclosed:

1. Signed Zoning Certification Letter



Zoning & Natural Resources Division • Community Development

900 Church Street • Lynchburg • Virginia • 24504

www.lynchburgva.gov • P 434-455-3900 • F 434-845-7630

Zoning Certification

DATE: 03/12/19

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

RE: ZONING CERTIFICATION

Name of Development:	<u>1218 Park</u>
Name of Owner/Applicant:	<u>KCG Development</u>
Name of Seller/Current Owner:	<u>1218 Park Avenue, LLC</u>

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:
1218 Park Ave., Lynchburg, VA 24501

Legal Description:
Parcel ID: 01027002
Parcel ID: 01027003

Proposed Improvements:

<input type="checkbox"/> New Construction:	_____ # Units	_____ # Buildings	_____ Total Floor Area Sq. Ft.
<input checked="" type="checkbox"/> Adaptive Reuse:	<u>35</u> # Units	<u>1</u> # Buildings	<u>47,601</u> Total Floor Area Sq. Ft.



Zoning & Natural Resources Division • Community Development

900 Church Street • Lynchburg • Virginia • 24504

www.lynchburgva.gov • P 434-455-3900 • F 434-845-7630

Rehabilitation: _____ # Units _____ # Buildings _____ Total Floor Area Sq. Ft.
 Current Zoning: B-5 (Parcel ID: 01027002), R-3 (Parcel ID: 01027003) Allowing a density of _____
 B-5 43.56 units per acre, and the following other applicable conditions: In B-5, multi-
 R-3 10.89 _____
 family dwellings are permitted so long as part of a mixed use development

Other Descriptive Information:

In the case of the proposed development, Parcel ID: 01027002, zoned B-5, will accommodate ALL residential units and commercial square footage. Parcel ID: 01027003, zoned R-3, will be retained in its existing non-conforming use as a parking lot. Intended uses for these two sites are approved under existing zoning regulations.

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

Kevin Henry

Zoning Administrator

Phone: 434-455-3903

03/13/19
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.

H

Attorney's Opinion

(MANDATORY)

Enclosed:

1. Attorney's Opinion Letter



March 11, 2019

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

RE: 2019 Tax Credit Reservation Request

Name of Development: 1218 Park
Name of Owner: 1218 Park, LP

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 11, 2019 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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

2019

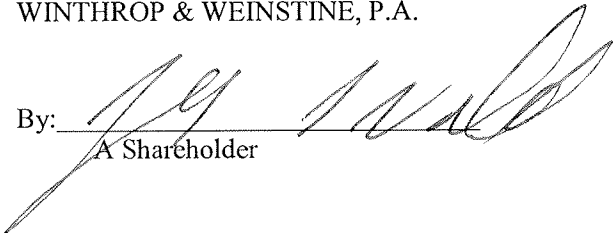
6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organization's ownership interest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

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

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

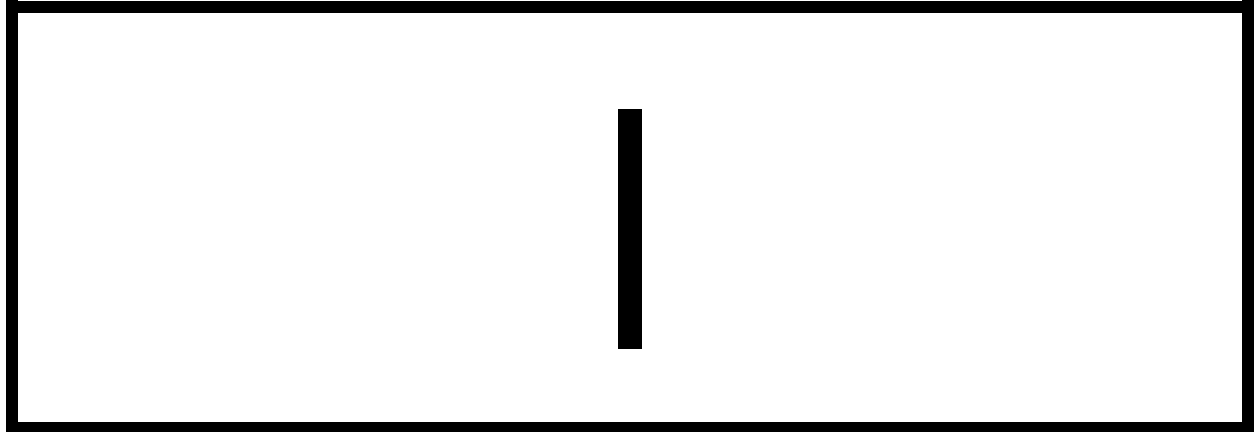
This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.

WINTHROP & WEINSTINE, P.A.

By: 
A Shareholder

2019

16982920v
1v1



Nonprofit Questionnaire

(MANDATORY for points or pool)

Enclosed:

1. Completed Nonprofit Questionnaire
2. Rush Lifetime Homes, Inc. Certificate of Good Standing
3. Rush Lifetime Homes, Inc. Board of Directors



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: _____
- b. Name of owner/applicant: _____
- c. Name of non-profit entity: _____
- d. Address of principal place of business of non-profit entity:

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

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

- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):

- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):

- i. Expected life (in years) of non-profit:

Non-profit Questionnaire, cont'd

- j. Explain the anticipated future activities of the non-profit over the next five years:
-
-
-
- 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.)?
_____ How many part time, paid staff members? _____
- Describe the duties of all staff members:
-
-
-
- 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?
-
-
- 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
-
-
-
- o. List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:
-
-
-

2. Non-profit Formation

- a. Explain in detail the genesis of the formation of the non-profit:
-
-
-

Non-profit Questionnaire, cont'd

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

Yes No If yes, explain in detail:

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

Yes No If yes, explain:

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

Yes No If yes, explain:

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

Yes No, If yes, explain:

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

Yes No

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

- 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.

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:

- 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?

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?

- 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:

- 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.

- h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development? Yes No If yes, (i) explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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

- 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.

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

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

- l. Will any member of the board of directors, officer, or staff member of the non-profit participate in the development and/or operation of the proposed development in any for-profit capacity? Yes No If yes, explain:

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

- n. Is the non-profit involving any local, community based non-profit organizations in the development, role and operation, or provision of services for the development? Yes No If yes, explain in detail, including the compensation for the other non-profits:

Non-profit Questionnaire, cont'd

4. Virginia and Community Activity

a. Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia? Yes No

b. Define the non-profit's geographic target area or population to be served:

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:

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

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

Yes No

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

Yes No If yes, explain:

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:

- k. Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? Yes No
- l. Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses? Yes No If yes, explain in detail:

- m. Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area? Yes No If yes, explain:

- n. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? Yes No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

- 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.

03.11.19
Date

1218 Park, LP
Owner/Applicant

By: R.J. Pasquasi

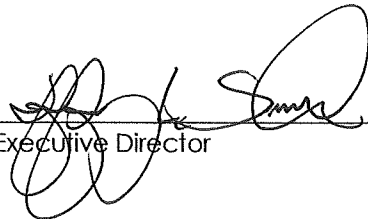
Its: Managing Member, 1218 Park, LP
Title

3/11/19
Date

Rush Lifetime Homes, Inc.

Non-profit
By: Neal Sumner
Board Chairman

Non-profit Questionnaire, cont'd

By:  _____
Executive Director

Commonwealth OF Virginia



State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That RUSH LIFETIME HOMES is duly incorporated under the law of the Commonwealth of Virginia;

That the date of its incorporation is September 25, 1996;

That the period of its duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
February 4, 2019*

Joel H. Peck

Joel H. Peck, Clerk of the Commission

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 14 2001

RUSH LIFETIME HOMES
PO BOX 2415
LYNCHBURG, VA 24501

Employer Identification Number:
31-1519694
DLN:
17053034730011
Contact Person:
FRANCIS E BERNHARDT ID# 31258
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
JANUARY 1998
Addendum Applies:
NO

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

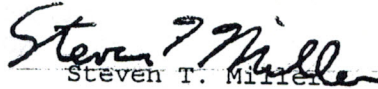
Letter 1050 (DO/CG)

RUSH LIFETIME HOMES

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

Rush Homes Board of Directors

As of September 25, 2018

Neal Sumerlin, President [CHDO]

Retired, Lynchburg College
110 Pacos Street, Lynchburg, VA 24502
434-832-0995 (H), 434-329-8217 (C)
neal.sumerlin@gmail.com
term expires 2019 (2nd term)

Victoria Hanson, Vice President [Public Sector]

Executive Director, EDA of Amherst County
121 Old Mill Court, Amherst, VA 24521
434-260-4497 (C)
vahanson@msn.com
term expires 2020 (2nd term)

Sherry Holliman, Secretary

Retired, Booz Allen
304 Meadowridge Drive, Lynchburg, VA 24503
571-340-0126 (C)
holliman304@comcast.net
term expires 2020 (renewable until 2023)

Anthony Beckles, Treasurer [Public Sector]

Chief Financial Officer, Lynchburg City Schools
4606 Fieldale Road, Lynchburg, VA 24503
434-841-4793 (C)
anthonybeckles3@gmail.com
term expires 2020 (renewable until 2023)

Andrew Blanks [CHDO]

Certified Financial Planner, New York Life
208 11th Street, Lynchburg, VA 24504
434-221-7802 (C)
agblanks89@gmail.com
term expires 2020 (renewable until 2023)

Kanika Davis [CHDO & Public Sector]

Vocational Counselor, Virginia Department of Aging and
Rehabilitative Services
2228 Halifax Avenue, Lynchburg, VA 24501
434-382-8881 (C)
kldavis25@gmail.com
term expires 2019 (renewable until 2022)

Michael A. Gillette

President, Bioethical Services of Virginia, Inc.
P.O. Box 3468, Lynchburg, VA 24503
434-384-5322 (W)
mgillette@bsvinc.com
term expires 2020 (renewable until 2023)

Jacqueline Glanz

Executive Director, Lynchburg Academy of Medicine
3612 Sunset Drive, Lynchburg, VA 24503
434-384-1248 (H&C)
jacquieglanz@yahoo.com
term expires 2020 (renewable until 2023)

Roger Keeling

VP of Development/Senior Project Manager, RGI General
Contractors
4925 Boonsboro Road #183, Lynchburg, VA 24503
434-534-7370
rogerbkeeling@me.com
term expires 2021 (renewable until 2024)

Jennifer Martin [CHDO]

Independent Living Supervisor, Lynchburg Center for
Independent Living
7500 Timberlake Road, Apt. 206, Lynchburg, VA 24502
434-528-4971 (W) 540-875-8600 (C)
jmartin@laciil.org
term expires 2019 (renewable until 2022)

Nick Pontius [Public Sector]

Director of Pupil Personnel, Campbell County Public Schools
3036 Cardinal Place, Lynchburg, VA 24503
434-941-5169
nickpontius@gmail.com
term expires 2021 (renewable until 2024)

George Rowe

Homes by Rowe Associates, LLC
4608 Fieldale Road, Lynchburg, VA 24503
434-607-5709 (C)
gvrowe2@gmail.com
term expires 2020 (2nd term)

Lisa Sandvig [CHDO]

Supervisor, Heart Havens
909 Chowan Avenue, Lynchburg, VA 24502
434-944-8119 (C)
lisasandvig27@gmail.com
term expires 2020 (renewable until 2023)

Mari Smallshaw [CHDO]

Co-host of "Lynchburg's Morning Show" on 100.9 WIQO
409 Washington Street, Lynchburg, VA 24504
434-851-0914 (C)
mws1019@aol.com
term expires 2021 (renewable until 2024)

Steve Smallshaw [CHDO & Public Sector]

Broadcast Services Coordinator, City of Lynchburg
409 Washington Street, Lynchburg, VA 24504
434-401-8113 (C)
steve.smallshaw@lynchburgva.gov
term expires 2021 (renewable until 2024)

K.1

Revitalization Area Certification

Enclosed:

1. Annotated Revitalization Area Certification Instructions
2. U.S. Department of Housing and Urban Development (HUD) 2019 Qualified Census Tracts
3. 2019 Virginia LIHTC Reference Map



Revitalization Area

General Instructions

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

Designation

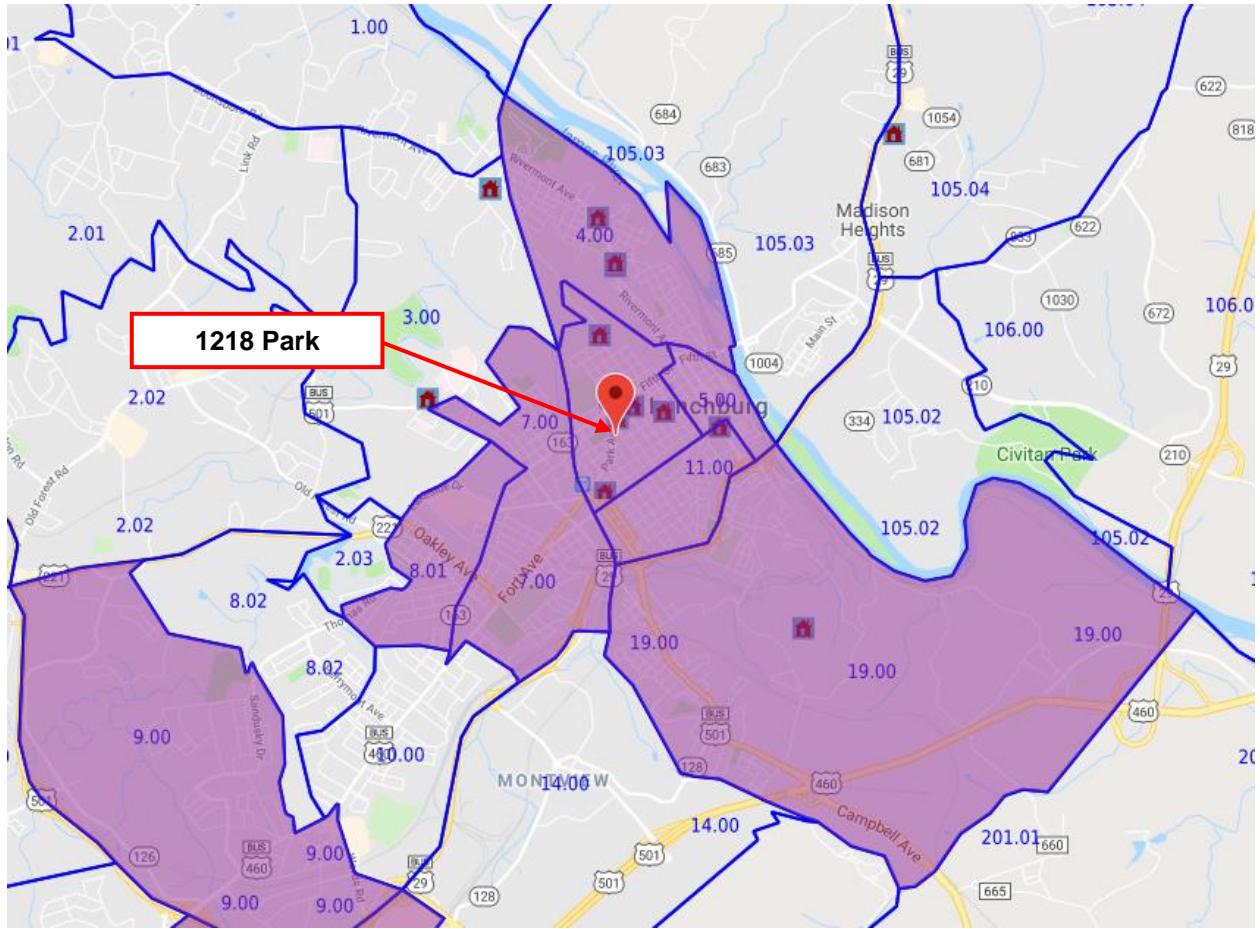
To qualify for revitalization area points, select one of the following (and provide adequate documentation):

1. The development is located in a Qualified Census Tract, as defined by HUD.
2. The development is located in a census tract wherein 70% or more of the families have incomes which are \leq 80% statewide median income. **NOTE:** these census tracts are included in the definition of targeted area for single-family lending purpose, but do not include ACEDS.
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries.
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone.
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below.

*The above-referenced development is located in a Revitalization Area in the Town/City/County of _____, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, **or** (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; **and** (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.*

Delete the language that does not apply, (i)(1) or (i)(2) above.

U.S. Department of Housing and Urban Development (HUD) 2019 Qualified Census Tracts



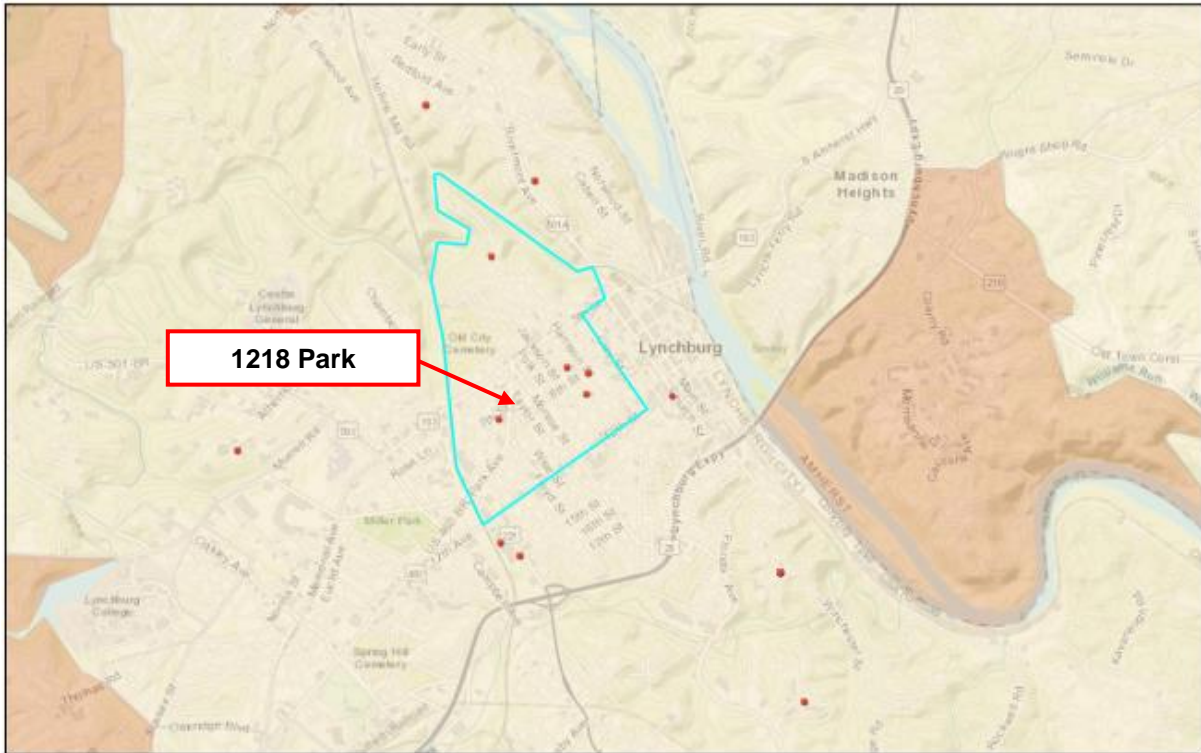
QCT Legend:

— Tract Outline

LIHTC Project

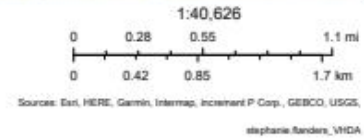
2019 Qualified Census Tracts

2019 Virginia LIHTC Reference Map



March 8, 2019

Percent of Households Below Poverty Override 2
 Override 1



Census Tract Information


The address entered is situated in Census Tract 6.00 in Lynchburg city.

Is this address eligible for (only one may apply):

Points associated with being in a tract with less than 12% poverty? **No**

Points associated with being in a tract with less than 10% poverty? **No**

Points associated with being in a tract with less than 3% poverty? **No**

 location falls within **Balance of State** geographic pool. It is also subject to current square footage cost limits of **156.00** for new construction or adaptive reuse and **120.00** for acquisition/rehabilitation developments. For 2019 only, developments within this pool may select to adhere to a per unit cost limit of **259,224.00** for new construction or adaptive reuse and **199,972.00** for acquisition/rehabilitation.

Additional information regarding this site:

Is it located within the New Construction pool? **No**

Is it located within a non-metropolitan Difficult to Develop Area (DDA)? **No**

It is located in Congressional District: **7**

It is located in Planning District: **11**

It is located in State Senate District: **22**

It is located in State House District: **22**

Revitalization Reference

Is it located within a Qualified Census Tract (QCT)? **Yes**

Is it located within a tract where 70% or more of families have incomes which are 80% or less of statewide median income? **Yes**

K.2

Location Map

Enclosed:

1. Location Map as Provided by the City of Lynchburg

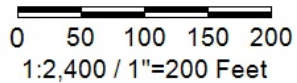
The City of Lynchburg, VA

Legend

- Addresses
- Street Labels
- Legal Lot Lines
- ▭ Vacated Right of Way
- ▭ Parcels
- ▭ Owner Unknown
- ▭ Survey Gap
- ▭ Assessed By County



Feet



Parcels

2/6/2019

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and the City of Lynchburg is not responsible for its accuracy or how current it may be.



K.3

Surveyor's Certification of Proximity to Public Transportation

Enclosed:

1. Surveyor's Certification of Proximity to Proximity to Public
Transportation Form



Surveyor's Certification of Proximity to Transportation

DATE: March 7, 2019

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

RE: 2019 Tax Credit Reservation Request

Name of Development: 1218 Park

Name of Owner: 1218 Park, LP

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.

Cardinal Survey & Design, PLC

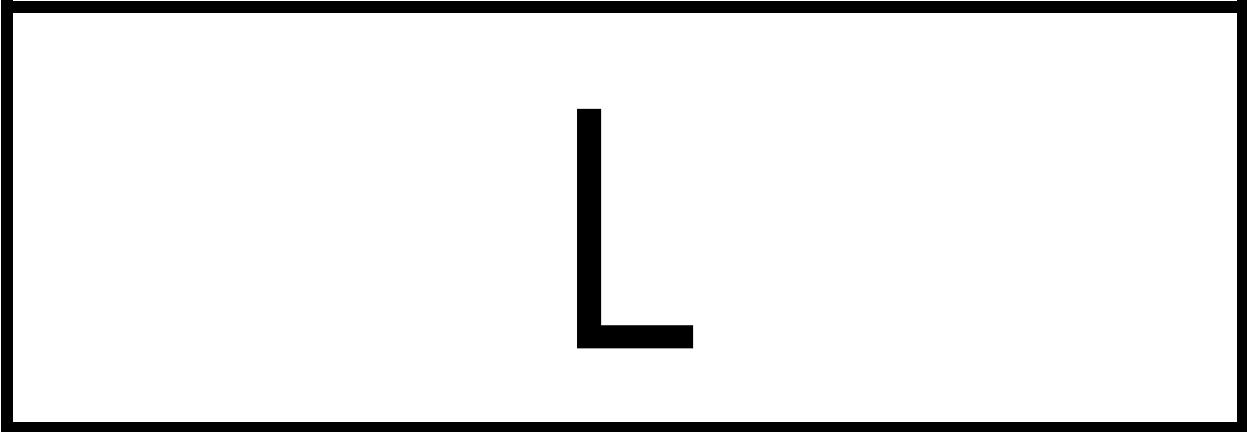
Firm Name

By:

Its: Vice President

Title

306 Enterprise Drive, Suite C • Forest, VA 24551
(434) 385-7548 • (434) 385-6178 (fax)
www.cardinalsurvey.com



L

PHA/Section 8 Notification Letter

Enclosed:

1. Signed PHA Notification Letter

PHA or Section 8 Notification Letter

DATE:

TO:

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: _____

Name of Owner: _____

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 _____ (date).

The following is a brief description of the proposed development:

Development Address:

Proposed Improvements:

<input type="checkbox"/> New Constr.:	_____ # units	_____ # Bldgs
<input type="checkbox"/> Adaptive Reuse:	_____ # units	_____ # Bldgs
<input type="checkbox"/> Rehabilitation:	_____ # units	_____ # Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ _____ / month
<input type="checkbox"/> 1 Bedroom Units:	\$ _____ / month
<input type="checkbox"/> 2 Bedroom Units:	\$ _____ / month
<input type="checkbox"/> 3 Bedroom Units:	\$ _____ / month
<input type="checkbox"/> 4 Bedroom Units:	\$ _____ / month

Other Descriptive Information:

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (202) 744-1479.

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

Sincerely yours,

Stacy Kaplowitz

Stacy Kaplowitz

Name

Vice President - Development, KCG Development

Title

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

Seen and Acknowledged By: *R. Dawn Fagan*

Printed Name: R. Dawn Fagan

Title: Executive Director, Lynchburg Housing and Redevelopment Authority

Phone: 434-489-7200

Date: 3-13-19



M

Locality CEO Response Letter

Enclosed:

1. Signed Locality CEO Letter



Office of the City Manager

900 Church Street • Lynchburg • Virginia • 24504

P 434-455-3990 • F 434-847-1536

www.lynchburgva.gov

Locality CEO Letter

3/6/2019

Date

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

VHDA Tracking Number:	<u>2019-C-64</u>
Development Name:	<u>1218 Park</u>
Name of Owner/Applicant:	<u>1218 Park, LP / KCG Development, LLC</u>

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of Lynchburg, Virginia. Accordingly, the City of Lynchburg supports the allocation of federal housing tax credits requested by 1218 Park, LP for this development.

Yours truly,

Signature
Bonnie Svrcek
[CEO Name]
City Manager, City of Lynchburg, Virginia
[Title]

P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements

Enclosed:

1. VHDA List of Experienced LIHTC Developers

VHDA Experienced LIHTC Developers

Notes:

Updated:

11/9/2018

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

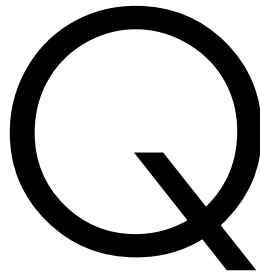
See LIHTC Manual for instructions on being added to this list

INDIVIDUALS

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

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-Enterprise Preservation Corporation
- 16 Norfolk Redevelopment Housing Authority
- 17 People Incorporated
- 18 Piedmont Housing Alliance
- 19 Portsmouth RHA
- 20 RHA/Housing, Inc.
- 21 The Community Builders
- 22 Virginia Supportive Housing
- 23 Virginia United Methodist Housing Development Corporation
- 24 Wesley Housing Development Corporation



Documentation of Rental Assistance

Enclosed:

1. Lynchburg Housing and Redevelopment Authority
Project Based Vouchers Commitment
2. Lynchburg City Code Section 36-177 Exemption of Real Estate Taxes for Certain Rehabilitated or Renovated Residential and Commercial and Industrial Properties



March 11, 2019

Ms. Stacy Kaplowitz
Vice President – Development
KCG Development
1218 Park
9333 N. Meridian Street, Ste. 230
Indianapolis, IN 46260

Re: 1218 Park Project-Based Assistance

Dear Ms. Kaplowitz:

The Lynchburg Redevelopment & Housing Authority is committed to expanding affordable housing opportunities in the City of Lynchburg. We understand that in order to accomplish this, there is a need for LRHA to provide Project-Based Vouchers to projects such as 1218 Park. LRHA will commit 9 PBVs to the 1218 Park development conditional upon an award of Low Income Housing Tax Credits (LIHTC) through Virginia Housing Development Authority's 2019 LIHTC competition. The award would also be contingent on an environmental review, subsidy layering review, execution of AHAP and conformance with all applicable HUD requirements. The term of the PBVs would be 15 years subject to the execution of a HAP contract.

We look forward to working with you as you develop this project to provide the City of Lynchburg additional affordable housing opportunities.

Sincerely,


R. Dawn Fagan
Executive Director



We Do Business In Accordance With the Federal Fair Housing Law

Fax: 434.845.9144 • TTY: 800.828.1120 VA 711

918 COMMERCE STREET • LYNCHBURG, VA 24504 • (434) 485-7200

SUMMARY OF CITY CODE SEC. 36-177.1(b-c)

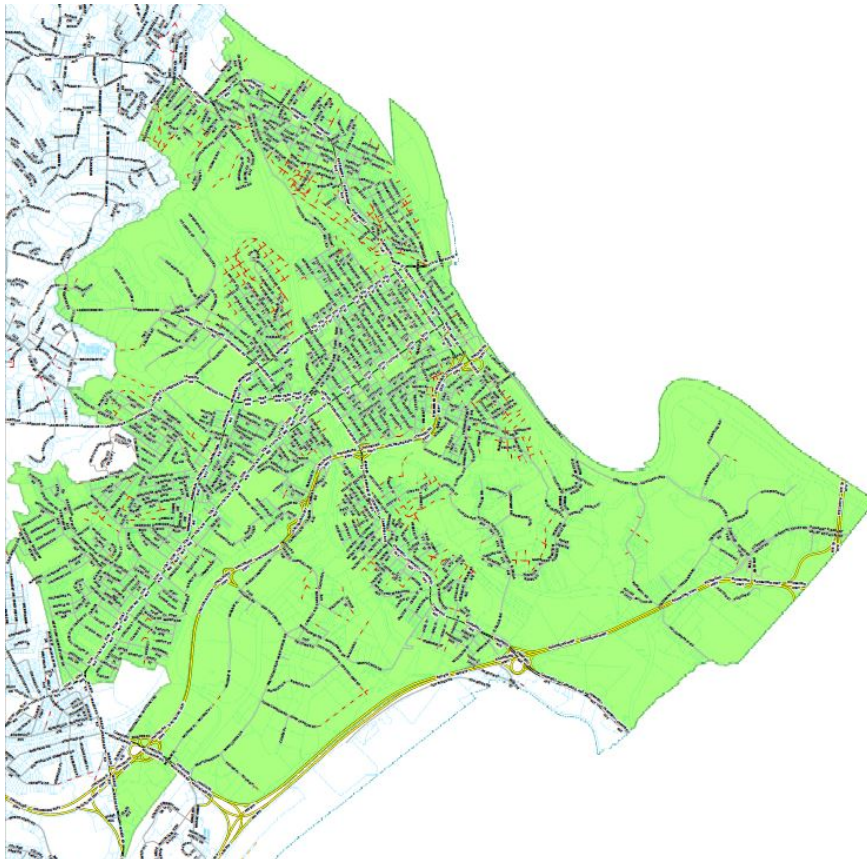
CRITERIA FOR RAZING EXISTING STRUCTURES

1. Existing structure lies within the Revitalization Zone.
2. **Is determined by the City Assessor to exhibit functional obsolescence and/or provide minimal contributing value as renovated.**
3. Other means which was through no fault of owner or tenant by neglect or willful action.
4. The structure to be razed cannot be a Virginia Registered Landmark, or is determined by the City's historic preservation commission to contribute to the significance of a registered historic district.
5. The existing structure cannot be demolished or razed by a property owner or as a result of the property owner's neglect. The exception is if the assessed value of the existing structure that is demolished or razed is less than \$10,000.00.

FINAL EXEMPTION:

1. Replacement structure must be equal to at least 100% of the assessed fair market value of the structure prior to the damage or destruction.
2. For residential, commercial, and industrial properties:
50% of the fair-market value of the replacement structure for 10 years, stepping down 25% for each of the last three years.
3. For multi-family structures:
50% of the fair market value of the replacement portion/structure for 8 years, stepping down 25% for each of the last three years.

LYNCHBURG CITY REVITALIZATION ZONE





**LYNCHBURG CITY CODE SECTION 36-177
EXEMPTION OF REAL ESTATE TAXES
FOR
CERTAIN REHABILITATED OR RENOVATED
RESIDENTIAL AND COMMERCIAL AND INDUSTRIAL
PROPERTIES**

January 1, 2018

§36-177. - Exemption of real estate taxes for certain rehabilitated or renovated residential and commercial and industrial real estate.

(a) Definitions. For the purpose of this section, the following words and phrases shall have the meaning respectively ascribed to them by this subsection unless another meaning shall clearly appear from the text:

(1) Substantially rehabilitated or renovated residential real estate: Real estate upon which there is an existing residential structure, which is no less than 50 years of age, and which has been so improved as to increase the assessed value of the structure by no less than 40 percent. An addition to an existing residential structure shall not qualify as substantial rehabilitation or replacement unless there is also simultaneous rehabilitation or renovation of the existing structure. In order for an addition to an existing structure to qualify as substantial rehabilitation or renovation, the addition must be for improvements to the living areas of the structure, such as bathrooms, kitchens, bedrooms and similar facilities not to exceed 15 percent of the original above-grade living area at the time of application. Additions for such things as garages, swimming pools, patios and similar facilities that are not used as living areas for the structure shall not be eligible for a tax exemption. Additions greater than 15 percent will be prorated to only allow 15 percent of the addition to be exempted.

(2) Substantially rehabilitated or renovated multifamily (five units or more), commercial, or industrial real estate: Any real estate upon which there is an existing multifamily, commercial, or industrial structure which is no less than 25 years of age, and which has been so improved as to increase the assessed value of the structure by no less than 60 percent. An addition to an existing multi-family, commercial, or industrial structure shall not qualify as substantial rehabilitation or replacement unless there is also simultaneous rehabilitation or renovation of the existing structure. In order for an addition to an existing structure to qualify as substantial rehabilitation or renovation, the addition must be for improvements to the existing areas of the structure not to exceed 15 percent of the original gross leasable square footage at the time of application. Additions greater than 15 percent will be prorated to only allow 15 percent of the addition to be exempted.

(3) Base value: The assessed value of any structure covered by this section prior to the commencement of rehabilitation or renovation work, as determined by the City Assessor upon receipt of an eligible application for rehabilitated or renovated real estate tax exemption and after a physical inspection of the property by an appraiser from the City Assessor's Office.

(4) Rehabilitated or renovated real estate tax exemption: An amount equal to the increase in assessed value resulting from the substantial rehabilitation or renovation of a structure as determined by the City Assessor and this amount only should be applicable to subsequent tax exemption.

(5) Taxable year: For the purpose of this section, the fiscal year from July 1 through June 30 for which such real estate tax is imposed for the exemption claimed.

(6) Taxes: Real estate taxes must not be delinquent in order for the exemption to go into and remain in effect.

(6 7) Owner: The person or entity in whose name the structure is titled or a leasee who is legally obligated to pay real estate taxes assessed against the structure.

(b) Rehabilitated or renovated real estate tax exemptions. It is hereby declared to be the purpose of this section to authorize a rehabilitated or renovated real estate tax exemption for substantially rehabilitated or renovated residential, multifamily, commercial, or industrial real estate located anywhere within the City of Lynchburg.

(1) For each residential property that qualifies, the rehabilitated or renovated real estate tax exemption shall be effective for a period of ten years commencing on July 1 for any completed work approved rehabilitation/renovation during the preceding fiscal year.

(2) For each commercial or industrial property that qualifies, the rehabilitated or renovated real estate tax exemption shall be effective for a period of five ten years commencing on July 1 for any work completed during the preceding fiscal year.

- (3) For each multifamily property that qualifies, the rehabilitated or renovated real estate tax exemption shall be effective for a period of eight years commencing on July 1 for any completed approved rehabilitation/renovation during the preceding fiscal year.
- (c) Graduated real estate tax exemptions. The rehabilitated or renovated real estate tax exemption for the last three years for residential, multifamily, commercial, or industrial structures will be reduced by twenty-five (25) percent each year commencing on July 1 so that the final year of the exemption is only twenty-five (25) percent of the initial exemption.
- (d) Usual and customary methods of assessing. In determining the base value and the increased value resulting from substantial rehabilitation or renovation of residential, multifamily, commercial, or industrial real estate, the City Assessor shall employ usual and customary methods of assessing real estate.
- (e) Eligibility requirements:
- (1) An application to qualify a structure as a substantially rehabilitated or renovated residential, multifamily, commercial, or industrial structure must be filed with the City Assessor's Office before work is started. Applications may be obtained from the City Assessor's Office.
- (2) Upon receipt of an application for rehabilitated or renovated real estate tax exemption, two appraisers from the City Assessor's Office shall make a physical inspection of the structure and determine the assessed base value of the structure. If work has been started prior to the first inspection; the base value will include any work started and will reflect the market value of the structure as of the date of the first inspection.
- (3) The application to qualify shall be effective for a period of two years from the date of filing. No extensions of this time period will be granted.
- (4) Upon completion of the rehabilitation or renovation, the owner of the property shall notify the City Assessor, and two appraisers from the City Assessor's Office shall physically inspect the property and perform an after rehabilitation or renovation appraisal to determine if it then qualifies for the rehabilitated or renovated real estate tax exemption.
- (5) Upon determination that the property has been substantially rehabilitated or renovated pursuant to the terms of this section, the rehabilitated or renovated real estate tax exemption shall become effective for a period as provided in paragraph (b) hereof.
- (6) Prior to a determination that the property has been substantially rehabilitated or renovated the owner of the property shall continue to be subject to taxation upon the full value of the property, as otherwise authorized by this Code.
- (7) No improvements made upon vacant land nor total replacement of residential, multifamily, commercial or industrial structures shall be eligible for rehabilitated or renovated real estate tax exemption as provided by this section. Tax exemptions for improvements for the replacement or repair of damaged or destroyed structures within the City's redevelopment or conservation areas or rehabilitation districts or for designated multifamily, commercial, or industrial new construction are regulated by section 36-177.1 of the City Code.
- (8) No property shall be eligible for such exemption unless the appropriate building permits have been acquired and the City Assessor has verified that the rehabilitation or renovation indicated on the application has been completed.
- (9) Multifamily commercial structures after rehabilitation or renovation is completed shall remain as such or may be used as single-family, condominium residences for the remainder of the exemption period.
- (10) There shall be a non-refundable fee of \$125.00 for processing each residential application and \$250.00 for processing each multi-family, commercial, or industrial application under this section.
- (11) The property must at all times be in compliance with all Lynchburg City Codes including, without limitation, the building code, the rental housing code, the zoning ordinance and all other codes that relate to real estate within the City of Lynchburg. Failure to correct the violation within the required time, as provided by the building inspector, will void the remainder of the exemption. If a structure is damaged or destroyed and found to be uninhabitable, the exemption will be terminated.
- (12) No exemption shall be granted if access to the entire property is denied to the City Assessor's Office or the Inspections Division.

(13) All taxes must be paid and current to be eligible for an exemption. If the City Assessor is notified by the Billing and Collections Department that the property is more than 30 days delinquent on taxes, then the remainder of the exemption will be void.

(14) Only one rehabilitation or renovation exemption may be active for a parcel at any given time.

(15) Nothing in this section shall supersede any other City, State, or Federal code.

(f) Exemption to run with the land. The rehabilitated or renovated real estate tax exemption shall run with the land, and the owner of such property during the two-year construction period and/or each of the years of exemption shall be entitled to the amount of partial exemption.

(Ord. No. O-82-252, § 1, 12-14-82; Ord. No. O-84-274, § 1, 11-27-84, eff. 7-1-84; Ord. No. O-88-277, § 1, 10-11-88; Ord. No. O-93-331, 12-14-93; Ord. No. O-03-040, 2-25-03, eff. 4-1-03; Ord. No. O-08-075, 5-27-08; Ord. of 8-8-17, Ord. No. O-17-070, eff 1-1-18)

Sec. 36-177.1. - Exemption of real estate taxes for the renovation or replacement of damaged or destroyed structures.

(a) Damaged Properties: It is hereby declared to be the purpose of this section to authorize an exemption from real property taxes of real property for the replacement or renovation of residential, multi-family, commercial, or industrial structures that are damaged by a natural disaster, an act of God, or by other means in which the property owner or tenant is not found to have caused the damage through negligence or by willful action.

(1) For each residential, commercial, or industrial property that qualifies, the amount of the exemption from real property taxation shall be 50 percent of the assessed value of the replaced portion and the real estate tax exemption shall be effective for a period of ten years commencing on July 1 for any work completed during the preceding fiscal year. Further, the exemption shall be graduated twenty-five (25) percent for each of the final three years as outlined in Sec. 36-177(c).

(2) For each multi-family property that qualifies, the amount of the exemption from real property taxation shall be 50 percent of the assessed value of the replaced portion and the real estate tax exemption shall be effective for a period of eight years commencing on July 1 for any work completed during the preceding fiscal year. Further, the exemption shall be graduated twenty-five (25) percent for each of the final three years as outlined in Sec. 36-177(c).

(3) For renovated or replacement residential, multi-family, commercial, or industrial structure, the assessed fair market value of the renovated or replacement structure must be equal to at least 100 percent of the assessed fair market value of the structure prior to the damage or destruction.

(b) Revitalization Zone Exception: Existing residential, multifamily, commercial, or industrial requiring demolition due to functional obsolescence and/or providing minimal contributing value as renovated to be determined by the City Assessor is allowed within the City's Revitalization Zone as specified by City Council by ordinance.

(c) The exemption shall not apply when an existing structure is demolished or razed by a property owner or as a result of the property owner's neglect and a replacement structure is constructed, unless the assessed value of the existing structure that is demolished or razed is less than \$10,000.00 or as provided for by §36-177.1(b). The exemption shall not apply when the structure to be demolished or razed is a Virginia Registered Landmark, or is determined by the City's historic preservation commission to contribute to the significance of a registered historic district.

(d) Application fees will be in accordance with Sec. 36-177(e)(9).

(e) A Certificate of Occupancy on the completed structure must be issued by the City Inspections Division before any exemption will be authorized.

(f) Application fees and other requirements will be in accordance with Sec. 36-177(e)(8) through (15).

(g) The rehabilitated or renovated real estate tax exemption shall run with the land, and the owner of such property during the two-year construction period and/or each of the years of exemption shall be entitled to the amount of partial exemption.

(Ord. of 5-27-08, Ord. No. O-08-075); Ord. of 8-8-17, Ord. No. O-17-070, eff 1-1-18)

R

Documentation of Operating Budget

Enclosed:

1. Viridiant Utility Allowance Documentation



viridiant

March 6, 2019

Erica Meissner
KCG Development
9333 North Meridian Street
Indianapolis, Indiana 46260
erica.meissner@kcgcompanies.com

RE: Preliminary Utility Allowance for 1218 Park Ave

Dear Ms. Meissner,

Please see the following Preliminary Utility Allowance (UA) for 1218 Park Ave located in Lynchburg, Virginia. The electric projections were generated utilizing Appalachian Power Company Virginia rates. Water and sewer projections were generated using City of Lynchburg rates. The utility rates are current within 90 days of the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

EARTHCRAFT PRELIMINARY UA*			ALLOWANCES BY BEDROOM SIZE		
Utilities	Type of Utility	Paid by	1-bdr	2-bdr	3-bdr
Heating	Electric	Tenant	\$14	\$16	\$19
Air Conditioning	Electric	Tenant	\$7	\$8	\$9
Cooking	Electric	Tenant	\$5	\$6	\$7
Lighting	Electric	Tenant	\$21	\$27	\$30
Hot Water	Electric	Tenant	\$13	\$15	\$17
Water	-	Tenant	\$10	\$13	\$17
Sewer	-	Tenant	\$18	\$25	\$32
Trash	-	Owner	-	-	-
Total UA for costs paid by tenant			\$88	\$110	\$131

**Allowances only for application use for 1218 Park Ave as an EarthCraft project.*

Sincerely,

Rob McRaney
Business Relations Manager, Viridiant



S

Supportive Housing Certification

Enclosed:

1. Supportive Housing Certification Completed by Sarah Quarantotto, Executive Director of Miriam's House

VHDA Permanent Supportive Housing Services Certification

Permanent Supportive Housing is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

Best practices are described by the U.S. Department of Health and Human Services:
<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

For consideration, provide **all** of the following:

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.

3. Describe your target population(s).

4. List the types of supportive services to be offered.

5. Who will be providing supportive services?

6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services?

_____ %

In addition, I/we certify the following:

Services

Tenant choice. Supportive housing tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive service tenants' needs change over time, tenants can receive more or less intensive support services.

Assertive outreach and engagement. The service team will use a variety of outreach and engagement techniques to bring tenants into helping relationships.

Case management. Case managers will serve as the bridge between tenants and the supports that help them achieve stability and long-term tenancy.

Recovery supports. Services will include at least one of the following:

- Mainstream supports, e.g., income supports from public benefits programs, healthcare from hospitals and clinics and employment help from vocational agencies
- Specialized supports, e.g., life skills training, budgeting, medication management and behavioral health treatment
- Natural supports, e.g., connections with peers, family, community and faith communities

Housing

Tenant choice. Supportive housing tenants will be able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services.

Access. Supportive housing units will be available to people who are experiencing homelessness, are precariously housed and/or who have multiple barriers to housing stability, including disabilities and substance abuse.

Quality. Supportive housing units will be similar to other units in the project.

Integration. Supportive housing tenants with disabilities will have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.

Rights of tenancy. Supportive housing tenant leases or subleases will confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met—paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.

Affordability. Supportive housing tenants should pay no more than 30% of their incomes toward rent and basic utilities.


Coordination between housing and services. Property managers and support service staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

Delineated roles. There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

March 1, 2019
Date



Owner/Applicant

By: RJ Pasquesi


Its: President, KCG Development

Title

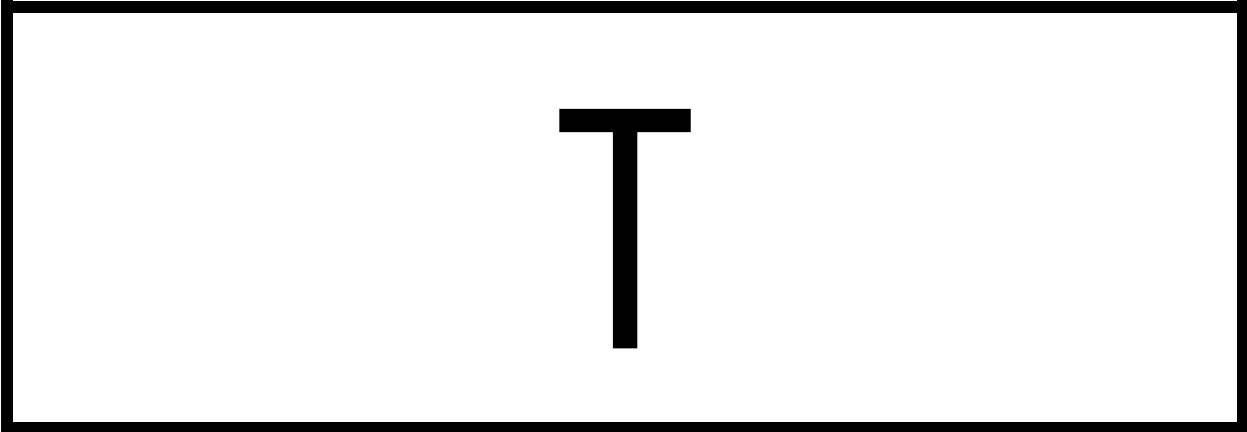


Service Provider

By: Sarah Quarantotto, MSW

Its: Executive Director, Miriam's House 

Title



T

Funding Documentation

Enclosed:

1. Evidence of Tax Exemption - Lynchburg City Code Section 36-177 Exemption of Real Estate Taxes for Certain Rehabilitated or Renovated Residential and Commercial and Industrial Properties

SUMMARY OF CITY CODE SEC. 36-177.1(b-c)

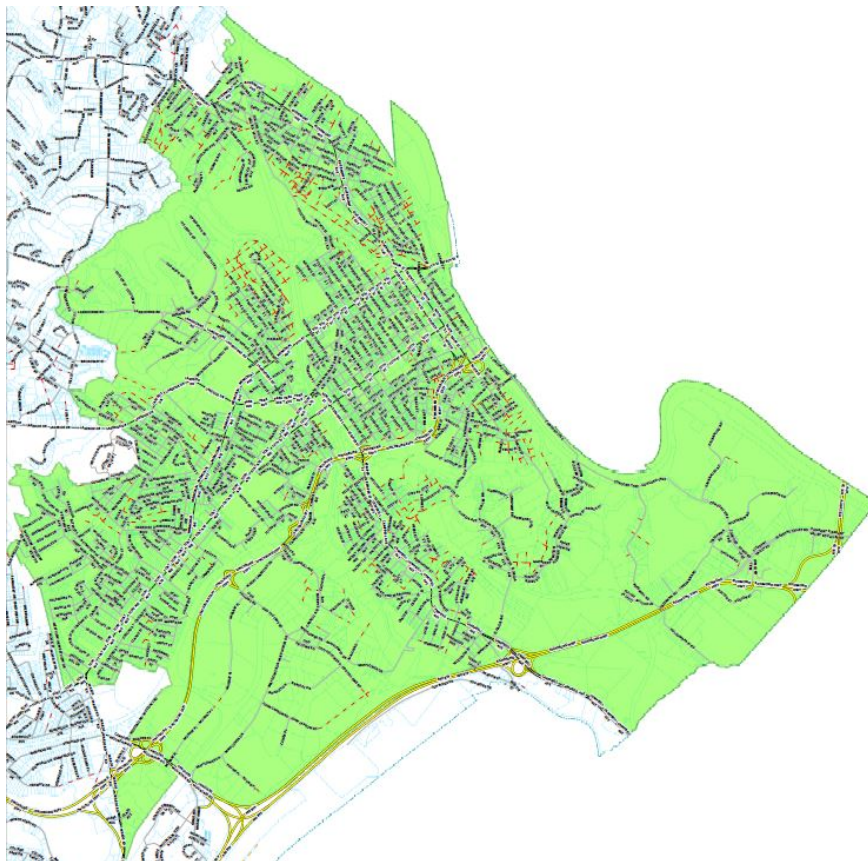
CRITERIA FOR RAZING EXISTING STRUCTURES

1. Existing structure lies within the Revitalization Zone.
2. **Is determined by the City Assessor to exhibit functional obsolescence and/or provide minimal contributing value as renovated.**
3. Other means which was through no fault of owner or tenant by neglect or willful action.
4. The structure to be razed cannot be a Virginia Registered Landmark, or is determined by the City's historic preservation commission to contribute to the significance of a registered historic district.
5. The existing structure cannot be demolished or razed by a property owner or as a result of the property owner's neglect. The exception is if the assessed value of the existing structure that is demolished or razed is less than \$10,000.00.

FINAL EXEMPTION:

1. Replacement structure must be equal to at least 100% of the assessed fair market value of the structure prior to the damage or destruction.
2. For residential, commercial, and industrial properties:
50% of the fair-market value of the replacement structure for 10 years, stepping down 25% for each of the last three years.
3. For multi-family structures:
50% of the fair market value of the replacement portion/structure for 8 years, stepping down 25% for each of the last three years.

LYNCHBURG CITY REVITALIZATION ZONE





**LYNCHBURG CITY CODE SECTION 36-177
EXEMPTION OF REAL ESTATE TAXES
FOR
CERTAIN REHABILITATED OR RENOVATED
RESIDENTIAL AND COMMERCIAL AND INDUSTRIAL
PROPERTIES**

January 1, 2018

§36-177. - Exemption of real estate taxes for certain rehabilitated or renovated residential and commercial and industrial real estate.

(a) Definitions. For the purpose of this section, the following words and phrases shall have the meaning respectively ascribed to them by this subsection unless another meaning shall clearly appear from the text:

(1) Substantially rehabilitated or renovated residential real estate: Real estate upon which there is an existing residential structure, which is no less than 50 years of age, and which has been so improved as to increase the assessed value of the structure by no less than 40 percent. An addition to an existing residential structure shall not qualify as substantial rehabilitation or replacement unless there is also simultaneous rehabilitation or renovation of the existing structure. In order for an addition to an existing structure to qualify as substantial rehabilitation or renovation, the addition must be for improvements to the living areas of the structure, such as bathrooms, kitchens, bedrooms and similar facilities not to exceed 15 percent of the original above-grade living area at the time of application. Additions for such things as garages, swimming pools, patios and similar facilities that are not used as living areas for the structure shall not be eligible for a tax exemption. Additions greater than 15 percent will be prorated to only allow 15 percent of the addition to be exempted.

(2) Substantially rehabilitated or renovated multifamily (five units or more), commercial, or industrial real estate: Any real estate upon which there is an existing multifamily, commercial, or industrial structure which is no less than 25 years of age, and which has been so improved as to increase the assessed value of the structure by no less than 60 percent. An addition to an existing multi-family, commercial, or industrial structure shall not qualify as substantial rehabilitation or replacement unless there is also simultaneous rehabilitation or renovation of the existing structure. In order for an addition to an existing structure to qualify as substantial rehabilitation or renovation, the addition must be for improvements to the existing areas of the structure not to exceed 15 percent of the original gross leasable square footage at the time of application. Additions greater than 15 percent will be prorated to only allow 15 percent of the addition to be exempted.

(3) Base value: The assessed value of any structure covered by this section prior to the commencement of rehabilitation or renovation work, as determined by the City Assessor upon receipt of an eligible application for rehabilitated or renovated real estate tax exemption and after a physical inspection of the property by an appraiser from the City Assessor's Office.

(4) Rehabilitated or renovated real estate tax exemption: An amount equal to the increase in assessed value resulting from the substantial rehabilitation or renovation of a structure as determined by the City Assessor and this amount only should be applicable to subsequent tax exemption.

(5) Taxable year: For the purpose of this section, the fiscal year from July 1 through June 30 for which such real estate tax is imposed for the exemption claimed.

(6) Taxes: Real estate taxes must not be delinquent in order for the exemption to go into and remain in effect.

(6 7) Owner: The person or entity in whose name the structure is titled or a leasee who is legally obligated to pay real estate taxes assessed against the structure.

(b) Rehabilitated or renovated real estate tax exemptions. It is hereby declared to be the purpose of this section to authorize a rehabilitated or renovated real estate tax exemption for substantially rehabilitated or renovated residential, multifamily, commercial, or industrial real estate located anywhere within the City of Lynchburg.

(1) For each residential property that qualifies, the rehabilitated or renovated real estate tax exemption shall be effective for a period of ten years commencing on July 1 for any completed work approved rehabilitation/renovation during the preceding fiscal year.

(2) For each commercial or industrial property that qualifies, the rehabilitated or renovated real estate tax exemption shall be effective for a period of five ten years commencing on July 1 for any work completed during the preceding fiscal year.

- (3) For each multifamily property that qualifies, the rehabilitated or renovated real estate tax exemption shall be effective for a period of eight years commencing on July 1 for any completed approved rehabilitation/renovation during the preceding fiscal year.
- (c) Graduated real estate tax exemptions. The rehabilitated or renovated real estate tax exemption for the last three years for residential, multifamily, commercial, or industrial structures will be reduced by twenty-five (25) percent each year commencing on July 1 so that the final year of the exemption is only twenty-five (25) percent of the initial exemption.
- (d) Usual and customary methods of assessing. In determining the base value and the increased value resulting from substantial rehabilitation or renovation of residential, multifamily, commercial, or industrial real estate, the City Assessor shall employ usual and customary methods of assessing real estate.
- (e) Eligibility requirements:
- (1) An application to qualify a structure as a substantially rehabilitated or renovated residential, multifamily, commercial, or industrial structure must be filed with the City Assessor's Office before work is started. Applications may be obtained from the City Assessor's Office.
- (2) Upon receipt of an application for rehabilitated or renovated real estate tax exemption, two appraisers from the City Assessor's Office shall make a physical inspection of the structure and determine the assessed base value of the structure. If work has been started prior to the first inspection; the base value will include any work started and will reflect the market value of the structure as of the date of the first inspection.
- (3) The application to qualify shall be effective for a period of two years from the date of filing. No extensions of this time period will be granted.
- (4) Upon completion of the rehabilitation or renovation, the owner of the property shall notify the City Assessor, and two appraisers from the City Assessor's Office shall physically inspect the property and perform an after rehabilitation or renovation appraisal to determine if it then qualifies for the rehabilitated or renovated real estate tax exemption.
- (5) Upon determination that the property has been substantially rehabilitated or renovated pursuant to the terms of this section, the rehabilitated or renovated real estate tax exemption shall become effective for a period as provided in paragraph (b) hereof.
- (6) Prior to a determination that the property has been substantially rehabilitated or renovated the owner of the property shall continue to be subject to taxation upon the full value of the property, as otherwise authorized by this Code.
- (7) No improvements made upon vacant land nor total replacement of residential, multifamily, commercial or industrial structures shall be eligible for rehabilitated or renovated real estate tax exemption as provided by this section. Tax exemptions for improvements for the replacement or repair of damaged or destroyed structures within the City's redevelopment or conservation areas or rehabilitation districts or for designated multifamily, commercial, or industrial new construction are regulated by section 36-177.1 of the City Code.
- (8) No property shall be eligible for such exemption unless the appropriate building permits have been acquired and the City Assessor has verified that the rehabilitation or renovation indicated on the application has been completed.
- (9) Multifamily commercial structures after rehabilitation or renovation is completed shall remain as such or may be used as single-family, condominium residences for the remainder of the exemption period.
- (10) There shall be a non-refundable fee of \$125.00 for processing each residential application and \$250.00 for processing each multi-family, commercial, or industrial application under this section.
- (11) The property must at all times be in compliance with all Lynchburg City Codes including, without limitation, the building code, the rental housing code, the zoning ordinance and all other codes that relate to real estate within the City of Lynchburg. Failure to correct the violation within the required time, as provided by the building inspector, will void the remainder of the exemption. If a structure is damaged or destroyed and found to be uninhabitable, the exemption will be terminated.
- (12) No exemption shall be granted if access to the entire property is denied to the City Assessor's Office or the Inspections Division.

(13) All taxes must be paid and current to be eligible for an exemption. If the City Assessor is notified by the Billing and Collections Department that the property is more than 30 days delinquent on taxes, then the remainder of the exemption will be void.

(14) Only one rehabilitation or renovation exemption may be active for a parcel at any given time.

(15) Nothing in this section shall supersede any other City, State, or Federal code.

(f) Exemption to run with the land. The rehabilitated or renovated real estate tax exemption shall run with the land, and the owner of such property during the two-year construction period and/or each of the years of exemption shall be entitled to the amount of partial exemption.

(Ord. No. O-82-252, § 1, 12-14-82; Ord. No. O-84-274, § 1, 11-27-84, eff. 7-1-84; Ord. No. O-88-277, § 1, 10-11-88; Ord. No. O-93-331, 12-14-93; Ord. No. O-03-040, 2-25-03, eff. 4-1-03; Ord. No. O-08-075, 5-27-08; Ord. of 8-8-17, Ord. No. O-17-070, eff 1-1-18)

Sec. 36-177.1. - Exemption of real estate taxes for the renovation or replacement of damaged or destroyed structures.

(a) Damaged Properties: It is hereby declared to be the purpose of this section to authorize an exemption from real property taxes of real property for the replacement or renovation of residential, multi-family, commercial, or industrial structures that are damaged by a natural disaster, an act of God, or by other means in which the property owner or tenant is not found to have caused the damage through negligence or by willful action.

(1) For each residential, commercial, or industrial property that qualifies, the amount of the exemption from real property taxation shall be 50 percent of the assessed value of the replaced portion and the real estate tax exemption shall be effective for a period of ten years commencing on July 1 for any work completed during the preceding fiscal year. Further, the exemption shall be graduated twenty-five (25) percent for each of the final three years as outlined in Sec. 36-177(c).

(2) For each multi-family property that qualifies, the amount of the exemption from real property taxation shall be 50 percent of the assessed value of the replaced portion and the real estate tax exemption shall be effective for a period of eight years commencing on July 1 for any work completed during the preceding fiscal year. Further, the exemption shall be graduated twenty-five (25) percent for each of the final three years as outlined in Sec. 36-177(c).

(3) For renovated or replacement residential, multi-family, commercial, or industrial structure, the assessed fair market value of the renovated or replacement structure must be equal to at least 100 percent of the assessed fair market value of the structure prior to the damage or destruction.

(b) Revitalization Zone Exception: Existing residential, multifamily, commercial, or industrial requiring demolition due to functional obsolescence and/or providing minimal contributing value as renovated to be determined by the City Assessor is allowed within the City's Revitalization Zone as specified by City Council by ordinance.

(c) The exemption shall not apply when an existing structure is demolished or razed by a property owner or as a result of the property owner's neglect and a replacement structure is constructed, unless the assessed value of the existing structure that is demolished or razed is less than \$10,000.00 or as provided for by §36-177.1(b). The exemption shall not apply when the structure to be demolished or razed is a Virginia Registered Landmark, or is determined by the City's historic preservation commission to contribute to the significance of a registered historic district.

(d) Application fees will be in accordance with Sec. 36-177(e)(9).

(e) A Certificate of Occupancy on the completed structure must be issued by the City Inspections Division before any exemption will be authorized.

(f) Application fees and other requirements will be in accordance with Sec. 36-177(e)(8) through (15).

(g) The rehabilitated or renovated real estate tax exemption shall run with the land, and the owner of such property during the two-year construction period and/or each of the years of exemption shall be entitled to the amount of partial exemption.

(Ord. of 5-27-08, Ord. No. O-08-075); Ord. of 8-8-17, Ord. No. O-17-070, eff 1-1-18)

U

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

Enclosed:

1. Change Request Notification

Notes:

The initial exception request (referenced herein) was submitted when we were assuming a larger number of units than proposed in this application and supporting documents.



Change Request Notification

03/13/2019

02:03 PM

This notification is in response to your LIHTC Change Request submitted for the below-mentioned development. Please keep VHDA informed of the progress to complete this transaction.

Change Request #	01-Points-1218	VHDA #	
Deal Name	1218 Park	Deal #	2575
Address		Request Date	02/26/2019
Address cont		Regulation Year	2018
City		Status	Approved
Zip			

Customer Requestor Erica Meissner

Define Requirement (as stated on Request)

I am writing to you with respect to 1218 Park, in Lynchburg, VA. 1218 Park is a 59-unit mixed-construction project competing in the upcoming competitive 9% tax credit round.

Per a 2018 study by Enterprise Community Partners (attached), we have substantiated reason to believe that the City of Lynchburg is witnessing increases to its rent burdened population and has a significant shortage of affordable housing. As in many other cities across the United States, Lynchburg’s rising rents have outpaced incomes over the past three decades. Coupled with a limited supply of low-cost homes, many Lynchburg households are now facing unprecedented levels of housing instability. As indicated on page 47 of the attached study:

- 10,341 households in Lynchburg spent more than 30% of their income on housing in 2016;
- Of these, 4,485 households were low-income and severely cost-burdened – paying more than 50% of their income on rent or a mortgage; and
- 587 adults and 96 children experienced homelessness.

Offering 59 units to households earning between 30% and 70% of the Area Median Income, 1218 Park will directly address Lynchburg’s affordable housing shortage and has received strong support from City leadership. For these reasons, we kindly ask that you consider this request for a waiver.

Explanation of Request (as stated on Request)

As co-developers of the project, KCG and Rush Homes would like to request a waiver exempting 1218 Park from the 20 point deduction it is subject to for being in a pool with little to no increase in rent burdened population.

Status: Approved

Comments

If you have any further questions, please contact the VHDA Tax Credit Allocation department.



Change Request Notification

03/13/2019

02:03 PM

JD Bondurant
Director of LITHC Programs



V

Nonprofit or LHA Purchase Option or Right of First Refusal

Enclosed:

1. Draft Nonprofit Right of First Refusal

Notes:

Rush Lifetime Homes, Inc. - a Virginia non stock, nonprofit corporation - is granted right of first refusal to purchase the real estate and the improvements thereon in the executed First Amendment to the Agreement of Limited Partnership.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Winthrop & Weinstine
225 S. Sixth St., Ste. 3500
Minneapolis, MN 55402
Attn: John D. Nolde

RIGHT OF FIRST REFUSAL AGREEMENT

This Agreement ("Agreement") is made as of March 11, 2019, by and between 1218 Park, LP, a Virginia limited partnership ("Partnership") and Rush Lifetime Homes, Inc. a Virginia non stock, nonprofit corporation ("Grantee").

RECITALS

- A. Grantee is the sole member of Rush Lifetime Homes, Inc., a Virginia limited liability company ("Minority Member"), the minority member of KCG 1218 Park GP, LLC, a Virginia limited liability company ("Managing Member"), and the Managing Member entered into that Agreement of Limited Partnership dated of even date herewith to govern the operations of the Partnership (as amended, the "Owner Partnership Agreement" and together with the Managing Member organizational documents, the "Governing Documents").
- B. The Partnership was formed for the purpose of directly or indirectly acquiring, owning or leasing, developing, constructing and/or rehabilitating, leasing, managing, operating, and, if appropriate or desirable, selling or otherwise disposing of a residential project called 1218 Park located in Lynchburg, Virginia ("Project");
- C. The Partnership desires to give, grant, bargain, sell and convey to Grantee, or such other governmental or qualified Section 501(c)(3) organization as may be designed by the Grantee for the Refusal Right (defined below), certain rights to purchase the Project on the terms and subject to the conditions set forth herein.

Therefore the parties agree as follows:

AGREEMENT

1. Grant of Refusal Right.

- 1.1. Commencing on December 31 of the 15th year of the Compliance Period and for a period of twelve (12) months thereafter ("Refusal Right Period"), if the Partnership receives a bona fide offer to purchase the Project ("Offer") and the Partnership agrees to accept such Offer pursuant to the Governing Documents, then Grantee will have a right of first refusal to purchase the Project ("Refusal Right") on the terms and conditions, and subject to the conditions precedent specified in this Agreement. Prior to accepting any Offer, the Partnership will deliver to Grantee a copy of the Offer ("Offer Notice"). The Partnership will not accept any Offer unless and until the Refusal Right has expired without exercise by Grantee.
 - 1.2. The foregoing grant of the Refusal Right will be effective only if Grantee is a governmental entity or qualified nonprofit organization, as defined in Section 42(i)(7) of the Internal Revenue Code ("Code") at the time it receives the Offer Notice and remains such as of (i) the date that the Refusal Right has been exercised and the resulting purchase and sale has closed, or (ii) the date that the Refusal Right has been assigned to a Permitted Assignee (defined below). Any assignment and the corresponding grant of the Refusal Right permitted under Section 4 below will be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee.
 - 1.3. Refusal Right Purchase Price. The purchase price for the Project ("Purchase Price") pursuant to the Refusal Right will be the sum of (i) the principal amount of outstanding indebtedness secured by the Project , (ii) all Federal, state and local taxes projected to be imposed on the partners or members of the Partnership in connection with such sale including federal income tax liability incurred as a result of the payment of purchase price, (iii) all other indebtedness of the Project or Partnership, including loans and unpaid fees from any of its partners and their members or such partners' or members' affiliates, and (iv) the amount necessary to reimburse the general partner of the Partnership or its managing member for any special capital contributions made to the Partnership to repay indebtedness of the Partnership when taking into account the how the net proceeds are distributed in a capital transaction under the Operating Agreement.
2. Exercise of Refusal Right. The Refusal Right may be exercised by Grantee during the thirty (30) day period following its receipt of the Offer Notice by giving the Partnership written notice of its intent to exercise the Refusal Right (the "Exercise Notice"). The Exercise Notice will specify a date for delivery of the deed for the Project which is no more than sixty (60) days after the Grantee's delivery of the Exercise Notice. Subject to the prior consent of the relevant lenders and the release of any related guaranty or indemnities, Grantee may pay all or a portion of the Purchase Price by assuming the existing indebtedness of the Partnership.
 3. Assignment. Grantee may assign its Refusal Rights to an organization described in Section 42(i)(7)(A) of the Code (" Permitted Assignee"), provided that (i) prior to any such assignment, Grantee gives written notice thereof to the Partnership and the Managing Member and its members and is consented to by the Managing Member, and (ii) the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of the obligations under this Agreement and delivers a copy of such agreement to the Partnership and the Managing Member. Upon any permitted assignment hereunder, references in this Agreement to Grantee will mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Agreement and so assigned. Except as specifically permitted herein, Grantee's rights hereunder will not be assignable, and any purported assignment will be null and void.

Conditions Precedent. Notwithstanding anything in this Agreement to the contrary, the Refusal Right granted hereunder shall be contingent on the Grantee having remained in good standing under the Governing Documents, without the occurrence of any event of material default as described in the Governing Documents, after giving effect to the curative provisions applicable thereto. If any or all of such conditions precedent have not been met, the Refusal Right shall not be exercisable. Upon any of the events under the Governing Documents terminating the Refusal Right, the Refusal Right shall be void

and of no further force and effect.

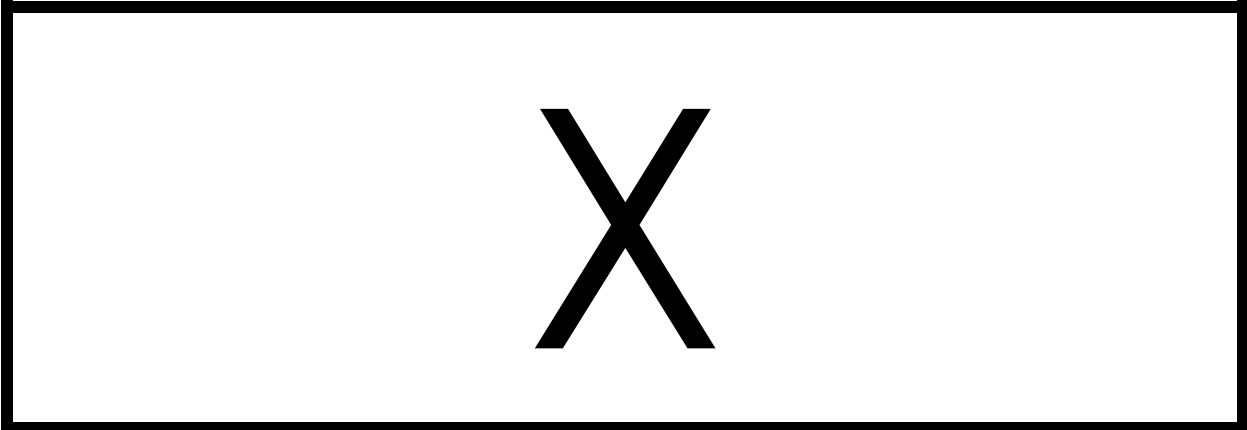
4. Miscellaneous. This Agreement will be governed by, construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Virginia. This Agreement may be executed in separate counterparts, each of which when taken together will constitute a single agreement.
5. Covenants to Run with the Land. The covenants and agreements set forth herein will be revised as required so that they may be recorded against and run with the land. The covenants and agreements set forth herein will be binding upon and will inure to the benefit of the successors and assigns of the respective parties hereto.
6. Subordination. This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Property and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.
7. Headings. This Agreement's headings are for convenience of reference and are not intended to qualify the meaning of any provision or covenant herein.
8. Recitals. The Recitals to this Agreement are hereby incorporated by this reference and made part of this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth here in above.

INSERT SIGNATURE BLOCK

DRAFT



X

Marketing Plan

For units meeting accessibility requirements of HUD section
504

Enclosed:

1. Preliminary Marketing Plan

Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see <http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf> for the instructions. Using Nuance software is the only means of completing this form.

Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

**U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity**

OMB Approval No. 2529-0013
(exp.1/31/2021)

1a. Project Name & Address (including City, County, State & Zip Code)	1b. Project Contract Number	1c. No. of Units
	1d. Census Tract	
	1e. Housing/Expanded Housing Market Area	

1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

1h. Entity Responsible for Marketing (check all that apply)

Owner Agent Other (specify)

Position, Name (if known), Address (including City, County, State & Zip Code), Telephone Number & Email Address

1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & E-Mail Address.

2a. Affirmative Fair Housing Marketing Plan

Plan Type

Date of the First Approved AFHMP:

Reason(s) for current update:

2b. HUD-Approved Occupancy of the Project (check all that apply)

Elderly

Family

Mixed (Elderly/Disabled)

Disabled

2c. Date of Initial Occupancy

2d. Advertising Start Date

Advertising must begin *at least* 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects.

Date advertising began or will begin

For existing projects, select below the reason advertising will be used:

To fill existing unit vacancies	
To place applicants on a waiting list	(which currently has _____ individuals)
To reopen a closed waiting list	(which currently has _____ individuals)

3a. Demographics of Project and Housing Market Area

Complete and submit Worksheet 1.

3b. Targeted Marketing Activity

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

White	American Indian or Alaska Native	Asian	Black or African American
Native Hawaiian or Other Pacific Islander		Hispanic or Latino	Persons with Disabilities
Families with Children	Other ethnic group, religion, etc. (specify)		

4a. Residency Preference

Is the owner requesting a residency preference? If yes, complete questions 1 through 5.

If no, proceed to Block 4b.

(1) Type

(2) Is the residency preference area:

The same as the AFHMP housing/expanded housing market area as identified in Block 1e?

The same as the residency preference area of the local PHA in whose jurisdiction the project is located?

(3) What is the geographic area for the residency preference?

(4) What is the reason for having a residency preference?

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

4b. Proposed Marketing Activities: Community Contacts

Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

4c. Proposed Marketing Activities: Methods of Advertising

Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

5a. Fair Housing Poster

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

Rental Office Real Estate Office Model Unit Other (specify)

5b. Affirmative Fair Housing Marketing Plan

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

Rental Office Real Estate Office Model Unit Other (specify)

5c. Project Site Sign

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

Rental Office Real Estate Office Model Unit Entrance to Project Other (specify)

The size of the Project Site Sign will be x
The Equal Housing Opportunity logo or slogan or statement will be x

6. Evaluation of Marketing Activities

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

7a. Marketing Staff

What staff positions are/will be responsible for affirmative marketing?

7b. Staff Training and Assessment: AFHMP

- (1) Has staff been trained on the AFHMP?
 - (2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)?
 - (3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?

 - (4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act?
 - (5) If yes, how and how often?
-

7c. Tenant Selection Training/Staff

- (1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences?

 - (2) What staff positions are/will be responsible for tenant selection?
-

7d. Staff Instruction/Training:

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

8. Additional Considerations Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

Our mission is to provide housing opportunities for people with disabilities and low incomes in the greater Lynchburg area, as well as those who are at risk of or experiencing homelessness. In accordance with our Low Income Housing Tax Credit application, we will grant preference in at least 10% of units to persons with developmental disabilities and will set-aside at least 15% of units as Supportive Housing for disabled persons at risk of or experiencing homelessness. Also in accordance with our Low Income Housing Tax Credit application we will grant preference to persons on the local Public Housing Authority waiting list.

Please see the attached document for more information regarding marketing.

9. Review and Update

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Jeffrey L. Smith 3/12/2009

Name (type or print)

Jeffrey L. Smith

Title & Name of Company

Executive Director, Rush Lifetime Homes, Inc.

For HUD-Office of Housing Use Only

Reviewing Official:

For HUD-Office of Fair Housing and Equal Opportunity Use Only

Approval

Disapproval

Signature & Date (mm/dd/yyyy)

Signature & Date (mm/dd/yyyy)

Name (type or print)

[Empty box for name]

Name (type or print)

[Empty box for name]

Title

[Empty box for title]

Title

[Empty box for title]

Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

Purpose of Form: All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

Applicability: The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

INSTRUCTIONS:

Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing

Part 1: Applicant/Respondent and Project

Identification. Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau (<http://factfinder2.census.gov/main.html>) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

Part 2: Type of AFHMP

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.

Part 3 Demographics and Marketing Area.

"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

Part 4 - Marketing Program and Residency Preference (if any).

Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described.

Please attach a copy of the advertising or marketing material.

Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b -The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c -The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. **Please submit photographs of project site signs.**

Part 6 - Evaluation of Marketing Activities.

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

Part 7- Marketing Staff and Training.

Block 7a - Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act.

Please indicate who provides the training and how frequently. In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

Part 8 - Additional Considerations.

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

Part 9 - Review and Update.

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

Notification of Intent to Begin Marketing.

No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.

Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities
(See AFHMP, Block 3b)

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. **Please attach maps showing both the housing market area and the expanded housing market area.**

Demographic Characteristics	Project's Residents	Project's Applicant Data	Census Tract	Housing Market Area	Expanded Housing Market Area
% White					
% Black or African American					
% Hispanic or Latino					
% Asian					
% American Indian or Alaskan Native					
% Native Hawaiian or Pacific Islander					
% Persons with Disabilities					
% Families with Children under the age of 18					
Other (specify)					

Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

Demographic Characteristics	Project's Residents (as determined in Worksheet 1)	Project's Applicant Data (as determined in Worksheet 1)	Census Tract (as determined in Worksheet 1)	Housing Market Area (as determined in Worksheet 1)	Expanded Housing Market Area (as determined in Worksheet 1)	Residency Preference Area (if applicable)
% White						
% Black or African American						
% Hispanic or Latino						
% Asian						
% American Indian or Alaskan Native						
% Native Hawaiian or Pacific Islander						
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						

Worksheet 3: Proposed Marketing Activities –Community Contacts (See AFHMP, Block 4b)

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	Community Contact(s), including required information noted above.

Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

Targeted Population(s)→ Methods of Advertising ↓	Targeted Population:	Targeted Population:	Targeted Population:
Newspaper(s)			
Radio Station(s)			
TV Station(s)			
Electronic Media			
Bulletin Boards			
Brochures, Notices, Flyers			
Other (specify)			

8. Additional Marketing Information

In response to the Virginia Department of Justice Settlement and to the accepted LIHTC option to set aside 15% of the units as Supportive Housing for disabled persons at risk of or experiencing homelessness and will grant preference in at least 10% of units to persons with developmental disabilities, we will affirmatively market to the each population as follows:

- Listing 1218 Park property and vacancies on VirginiaHousingSearch.com
- List 1218 Park vacancies on accessva.org
- Listing 1218 Park in the Virginia Housing Directory
- Contacting appropriate personnel at the Virginia Department of Behavioral Health and Developmental Services Housing Team regarding 1218 Park with both vacancies and process information regarding how to add potential tenants with developmental disabilities to the waiting list.
- Providing notice of initial vacancies and on-going open waiting list via flyers, postcard, or other mailer to:
 - o Lynchburg Center for Independent Living
 - o Horizon Behavioral Health
 - o The Central Virginia Continuum of Care
 - o Lynchburg Redevelopment and Housing Authority
 - o The Central Virginia Training Center staff/ombudsman by providing brochures and flyers to each agency. Further, we will at lease up and in at any subsequent vacancy obtain tenant referrals for potential intellectual or developmental disabilities tenants from the Virginia Department of Medical Assistance Services or the Virginia Department of Behavioral Health and Development
 - o Major area social service and support agencies including the Lynchburg Department of Social Services, DePaul Community Resources, HumanKind, Lynchburg Community Action Group, Interfaith Outreach Association, and others.
 - o Major area hospitals, churches, etc.

1218 Park will access the waiting list of the property manager, Rush Lifetime Homes, Inc. Notifications to the above agencies, lists, and organizations will occur on a regular basis, at least two times per calendar year if vacancies exist. 1218 Park will hold vacancies for 60 days in order to ensure appropriate opportunities for applicants with developmental disabilities in need of Permanent Supportive Housing. Notifications will encourage interested persons to request their placement on the waiting list.

Housing Market Area City of Lynchburg

