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# 2020 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**  
Richmond, VA Time On **March 12, 2020**

#### 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 2020 LIHTC APPLICATION FOR RESERVATION

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

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

### Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 12, 2020**. 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 only accepts files via our work center sites on Procorem. Contact [TaxCreditApps@vhda.com](mailto:TaxCreditApps@vhda.com) for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the 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
- ▶ 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	<a href="mailto:johndavid.bondurant@vhda.com">johndavid.bondurant@vhda.com</a>	(804) 343-5725
Sheila Stone	<a href="mailto:sheila.stone@vhda.com">sheila.stone@vhda.com</a>	(804) 343-5582
Stephanie Flanders	<a href="mailto:stephanie.flanders@vhda.com">stephanie.flanders@vhda.com</a>	(804) 343-5939
Phil Cunningham	<a href="mailto:phillip.cunningham@vhda.com">phillip.cunningham@vhda.com</a>	(804) 343-5514
Pamela Freeth	<a href="mailto:pamela.freeth@vhda.com">pamela.freeth@vhda.com</a>	(804) 343-5563
Aniyah Moaney	<a href="mailto:Aniyah.moaney@vhda.com">Aniyah.moaney@vhda.com</a>	(804) 343-5518

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## 2020 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 <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Scanned Copy of the <u>Signed</u> Tax Credit Application with Attachments (excluding market study and plans & specifications) <b>(MANDATORY)</b>              |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>                          |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications <b>(MANDATORY)</b>  |
| <input type="checkbox"/>            | Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>   |
| <input type="checkbox"/>            | Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>   |
| <input type="checkbox"/>            | Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>  |
| <input type="checkbox"/>            | Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>   |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b> |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>  |
|                                     | 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 and Unit Delivery Schedule <b>(MANDATORY)</b>  |
|                                     | Tab K: Documentation of Development Location:   |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification   |
| <input checked="" type="checkbox"/> | K.2 Location Map  |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation  |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter  |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter   |
| <input type="checkbox"/>            | Tab N: Homeownership Plan   |
| <input type="checkbox"/>            | Tab O: Plan of Development Certification Letter   |
| <input checked="" type="checkbox"/> | Tab P: Developer Experience documentation and Partnership agreements  |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property   |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances   |
| <input type="checkbox"/>            | Tab S: Supportive Housing Certification   |
| <input 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 checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)  |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504   |
| <input type="checkbox"/>            | Tab Y: Inducement Resolution for Tax Exempt Bonds   |



A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/11/2020

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: Bonnie Svreck  
 Chief Executive Officer's Title: City Manager Phone: (434) 455-3990  
 Street Address: 900 Church Street  
 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: Kevin Henry | Zoning Administrator

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

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

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

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

**B. RESERVATION REQUEST INFORMATION**

1. **Requesting Credits From:**

- a. If requesting 9% Credits, select credit pool: Balance of State Pool
  - or
  - b. If requesting Tax Exempt Bonds, select development type:
- For Tax Exempt Bonds, where are bonds being issued?
- ACTION:** Provide Inducement Resolution at **TAB Y** (if available)

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

Carryforward Allocation

Definitions of types:

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

3. **Select Building Allocation type:**

New Construction

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

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

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

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

Name of companion development:  

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

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

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

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

6. **Extended Use Restriction**

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

**Must Select One:** 30

**Definition of selection:**

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

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: Miller's Rest Apartments, LP

Developer Name: Upland Investors, LLLP

Contact: M/M ▶ Mr. First: Austin MI: T. Last: Pittman

Address: 373 Edwin Drive

City: Virginia Beach St. ▶ VA Zip: 23462

Phone: (757) 499-6161 Ext.  Fax: (757) 499-9414

Email address: apittman@lawsoncompanies.com

Federal I.D. No. 84-4391746 (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.  
Carl L. Hardee | chardee@lawsoncompanies.com | (757) 499-6161

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

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

Names **	Phone	Type Ownership	% Ownership
Steven E. Lawson	(757) 499-6161	Manager of GP	23.400%
Carl L. Hardee	(757) 499-6161	Member of GP	8.982%
Aaron J. Phipps	(757) 499-6161	Member of GP	7.047%
Susan L. Glancy	(757) 499-6161	Member of GP	5.346%
Kristopher L. Knepper	(757) 499-6161	Member of GP	10.125%
Robert R. Lawson	(757) 499-6161	Member of GP	11.700%
Michael A. Lawson	(757) 499-6161	Member of GP	11.700%
Jeffry A. Lawson	(757) 499-6161	Member of GP	11.700%
Hampton Roads Development Corporation	(757) 724-3270	Member of GP	10.000%
H. Scott Hardison - Managing Director			0.000%
			0.000%
			0.000%
			0.000%



**C. OWNERSHIP INFORMATION**

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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**

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- 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):

Select Type:  Purchase Contract  
Expiration Date: 12/12/2021

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.

**ACTION:** Provide documentation and most recent real estate tax assessment - **Mandatory TAB E**

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

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

**2. Timing of Acquisition by Owner:**

Only one of the following statement should be True.

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

b.  TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/12/2021 .

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: Flipped, LLC

Address: 1540 Confederate Boulevard

City: Appomattox St.: VA Zip: 24522

Contact Person: Phillip Jamerson Phone: (434) 660-3972

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%

## 2020 Low-Income Housing Tax Credit Application For Reservation

### E. DEVELOPMENT TEAM INFORMATION

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

- |                          |  |                           |                       |
|--------------------------|--|---------------------------|-----------------------|
| 1. Tax Attorney:         | <u>Erik T. Hoffman</u>   | This is a Related Entity. | <u>FALSE</u>          |
| Firm Name:               | <u>Klein Hornig</u>  |                           |                       |
| Address:                 | <u>1325 G Street NW, Suite 770, Washington DC 20005</u>            |                           |                       |
| Email:                   | <u>ehoffman@kleinhornig.com</u>                                    | Phone:                    | <u>(202) 842-0125</u> |
| 2. Tax Accountant:       | <u>Steve Dauby</u>   | This is a Related Entity. | <u>FALSE</u>          |
| Firm Name:               | <u>Dauby, O'Connor &amp; Zelasky, LLC</u>                          |                           |                       |
| Address:                 | <u>501 Congressional Blvd., Carmel, IN 46032</u>                   |                           |                       |
| Email:                   | <u>sdauby@doz.net</u>  | Phone:                    | <u>(317) 819-6221</u> |
| 3. Consultant:           | <u>Jim Chandler</u>  | This is a Related Entity. | <u>FALSE</u>          |
| Firm Name:               | <u></u>  | Role:                     | <u>Consultant</u>     |
| Address:                 | <u>7156 Club Road, Henrico, VA 23228</u>                           |                           |                       |
| Email:                   | <u>jimchandler111@gmail.com</u>                                    | Phone:                    | <u>(804) 677-2167</u> |
| 4. Management Entity:    | <u>Susan L. Glancy</u>   | This is a Related Entity. | <u>TRUE</u>           |
| Firm Name:               | <u>Lawson Realty Corporation</u>                                   |                           |                       |
| Address:                 | <u>373 Edwin Drive, Virginia Beach, VA 23462</u>                   |                           |                       |
| Email:                   | <u>sglancy@lawsoncompanies.com</u>                                 | Phone:                    | <u>(757) 499-6161</u> |
| 5. Contractor:           | <u>Damion L. Pizarro</u>   | This is a Related Entity. | <u>TRUE</u>           |
| Firm Name:               | <u>The R.A. Lawson Corporation</u>                                 |                           |                       |
| Address:                 | <u>373 Edwin Drive, Virginia Beach, VA 23462</u>                   |                           |                       |
| Email:                   | <u>dpizarro@lawsoncompanies.com</u>                                | Phone:                    | <u>(757) 499-6161</u> |
| 6. Architect:            | <u>Thomas F. Smith, III</u>  | This is a Related Entity. | <u>FALSE</u>          |
| Firm Name:               | <u>TS3 Architects, PC</u>  |                           |                       |
| Address:                 | <u>1228 Perimeter Parkway, Suite 101, Virginia Beach, VA 23454</u> |                           |                       |
| Email:                   | <u>thomas.smith@ts3architects.com</u>                              | Phone:                    | <u>(757) 689-2699</u> |
| 7. Real Estate Attorney: | <u>Howard E. Gordon</u>  | This is a Related Entity. | <u>FALSE</u>          |
| Firm Name:               | <u>Williams Mullen, P.C.</u>                                       |                           |                       |
| Address:                 | <u>999 Waterside Drive, Suite 1700, Norfolk, VA 23510</u>          |                           |                       |
| Email:                   | <u>hgordon@williamsmullen.com</u>                                  | Phone:                    | <u>(757) 629-0607</u> |
| 8. Mortgage Banker:      | <u>Aaron J. Phipps</u>   | This is a Related Entity. | <u>TRUE</u>           |
| Firm Name:               | <u>Multifamily Mortgage Lending, LLC</u>                           |                           |                       |
| Address:                 | <u>373 Edwin Drive, Virginia Beach, VA 23462</u>                   |                           |                       |
| Email:                   | <u>aphipps@lawsoncompanies.com</u>                                 | Phone:                    | <u>(757) 499-6161</u> |
| 9. Other:                | <u></u>  | This is a Related Entity. | <u>FALSE</u>          |
| Firm Name:               | <u></u>  | Role:                     | <u></u>               |
| Address:                 | <u></u>  |                           |                       |
| Email:                   | <u></u>  | Phone:                    | <u></u>               |

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

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

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

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

**2. Ten-Year Rule For Acquisition Credits**

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

4. Request For Exception

- a. The proposed new construction development (including adaptive reuse and rehabilitation that creates additional rental space) is subject to an assessment of up to minus 20 points for being located in a pool identified by the Authority as a pool with little or no increase in rent burdened population..... 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...
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: Hampton Roads Development Corporation (Please fit NP name within available space)

Contact Person: H. Scott Hardison, Managing Director

Street Address: 701 Greenbrier Parkway

City: Chesapeake State: VA Zip: 23320-0000

Phone: (757) 724-3270 Extension: Contact Email: hrdcrealestate@gmail.com



**G. NONPROFIT INVOLVEMENT**

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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:** Hampton Roads Development Corporation

**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 <b>all</b> units in development	80	bedrooms	160
Total number of <b>rental</b> units in development	80	bedrooms	160
Number of low-income rental units	80	bedrooms	160
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	80	bedrooms	160
Number of adaptive reuse units: .....	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....			98,347.38 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			12,551.11 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			85,796.27 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....			100.00%
i. Exact area of site in acres .....	24.928		
j. Locality has approved a final site plan or plan of development.....			FALSE
If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....			FALSE

**Definition:**

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

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	801.00	SF	16	16
2BR Garden	1075.53	SF	48	48
3BR Garden	1334.66	SF	16	16
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
			80	80

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)..... 2
- b. Age of Structure:..... 0 years
- c. Number of stories:..... 4
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: N/A
- f. Development consists primarily of : **(Only One Option Below Can Be True)**
  - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
  - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
  - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

**H. STRUCTURE AND UNITS INFORMATION**

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

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

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

i. Roof Type	▶ <u>Hip Roof</u>
j. Construction Type	▶ <u>Frame</u>
k. Primary Exterior Finish	▶ <u>Brick</u>

**4. Site Amenities (indicate all proposed)**

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

l. Describe Community Facilities: Clubhouse, laundry facility, fitness center, and a playground.

m. Number of Proposed Parking Spaces.....	<u>123</u>
Parking is shared with another entity .....	<u>FALSE</u>

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

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

**H. STRUCTURE AND UNITS INFORMATION**

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**5. Plans and Specifications**

- a. **Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**
  - i. A location map with development clearly defined.
  - ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
  - iii. Sketch plans of all building(s) reflecting overall dimensions of:
    - a. Typical floor plan(s) showing apartment types and placement
    - b. Ground floor plan(s) showing common areas
    - c. Sketch floor plan(s) of typical dwelling unit(s)
    - d. Typical wall section(s) showing footing, foundation, wall and floor structureNotes must indicate basic materials in structure, floor and exterior finish.
  
- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
  - i. Phase I environmental assessment.
  - ii. Physical needs assessment for any rehab only development.

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

**6. Market Study Data:**

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

Project Wide Capture Rate - LIHTC Units	2.50%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	2.50%
Project Wide Absorption Period (Months)	5-6 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 RESNET rater certification (TAB F)

**ACTION:** Provide Internet Safety Plan and Resident Information Form (Tab W) if options selected below.

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

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided.
- 66.05% b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations.
- TRUE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- FALSE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- 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.
- FALSE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- TRUE j. Full bath fans are equipped with a humidistat.
- TRUE k. Cooking surfaces are equipped with fire prevention features
- or
- FALSE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- TRUE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE o. All interior doors within units are solid core.
- TRUE p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- TRUE r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.
- TRUE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

J. ENHANCEMENTS

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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


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

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

- TRUE a. Architect of record certifies that units will be constructed to meet VHDA's Universal Design standards.
- 20 b. Number of Rental Units constructed to meet VHDA's Universal Design standards:
- 25% % of Total Rental Units

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

If not, please explain:

 Architect of Record initial here that the above information is accurate per certification statement within this application.

I. UTILITIES

1. Utilities Types:

- a. Heating Type Electric Forced Air
- b. Cooking Type Electric
- c. AC Type Central Air
- d. Hot Water Type Electric

2. Indicate True if the following services will be included in Rent:

- |                 |              |                      |              |
|-----------------|--------------|----------------------|--------------|
| Water?.....     | <u>FALSE</u> | Heat?.....           | <u>FALSE</u> |
| Hot Water?..... | <u>FALSE</u> | AC?.....             | <u>FALSE</u> |
| Lighting?.....  | <u>FALSE</u> | Sewer?.....          | <u>FALSE</u> |
| Cooking? .....  | <u>FALSE</u> | Trash Removal? ..... | <u>TRUE</u>  |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	14	16	19	0
Air Conditioning	0	6	8	9	0
Cooking	0	5	7	8	0
Lighting	0	22	26	31	0
Hot Water	0	13	15	18	0
Water	0	15	20	23	0
Sewer	0	17	25	34	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$92	\$117	\$142	\$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

**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)

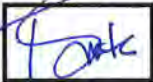
**FALSE**

- 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 requirements of section 504 of the Rehabilitation Act.

 Architect of Record initial here that the above information is accurate per certification statement within this application.

**K. SPECIAL HOUSING NEEDS**

**2. Special Housing Needs/Leasing Preference:**

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

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

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

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

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

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

**3. Leasing Preferences**

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

Organization which holds waiting list:

Contact person:

Title:

Phone Number

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

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

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

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

**K. SPECIAL HOUSING NEEDS**

**4. Rental Assistance**

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

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

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

FALSE Section 8 New Construction Substantial Rehabilitation

FALSE Section 8 Moderate Rehabilitation

FALSE Section 8 Certificates

TRUE Section 8 Project Based Assistance

FALSE RD 515 Rental Assistance

FALSE Section 8 Vouchers

FALSE State Assistance

FALSE Other: \_\_\_\_\_

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

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

d. Number of units receiving assistance:	<u>8</u>
How many years in rental assistance contract?	<u>15.00</u>
Expiration date of contract:	<u>7/1/2037</u>
There is an Option to Renew.....	<u>TRUE</u>

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

**L. UNIT DETAILS**

**1. Set-Aside Election: UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY**

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

**a. Units Provided Per Household Type:**

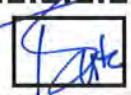
Income Levels		Avg Inc.
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
8	10.00%	40% Area Median
32	40.00%	50% Area Median
40	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
80	100.00%	<b>Total</b>

Rent Levels		Avg Inc.
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
8	10.00%	40% Area Median
32	40.00%	50% Area Median
40	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
80	100.00%	<b>Total</b>

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

**2. Unit Detail FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID**

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

 Architect of Record initial here that the information below is accurate per certification statement within this application.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	2	2	706.61	\$424.00	\$848
Mix 2	2 BR - 2 Bath	40% AMI	4	4	949.31	\$503.00	\$2,012
Mix 3	3 BR - 2 Bath	40% AMI	2	2	1177.38	\$574.00	\$1,148
Mix 4	1 BR - 1 Bath	50% AMI	14		706.61	\$553.00	\$7,742
Mix 5	2 BR - 2 Bath	50% AMI	14	2	949.31	\$658.00	\$9,212
Mix 6	2 BR - 2 Bath	50% AMI	4		943.03	\$658.00	\$2,632
Mix 7	2 BR - 2 Bath	60% AMI	26		949.31	\$803.00	\$20,878
Mix 8	3 BR - 2 Bath	60% AMI	14		1177.38	\$923.00	\$12,922
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0



L. UNIT DETAILS

Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
<b>TOTALS</b>			80	10			\$57,394

<b>Total Units</b>	80	<b>Net Rentable SF:</b>	TC Units	75,685.60
			MKT Units	0.00
			<b>Total NR SF:</b>	<b>75,685.60</b>

<b>Floor Space Fraction (to 7 decimals)</b>	100.00000%
---	------------

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$4,480
2. Office Salaries			\$56,000
3. Office Supplies			\$1,840
4. Office/Model Apartment	(type _____ )		\$0
5. Management Fee			\$35,221
<u>5.00%</u> of EGI	<u>\$440.26</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____ )		\$0
8. Legal			\$3,360
9. Auditing			\$2,400
10. Bookkeeping/Accounting Fees			\$1,200
11. Telephone & Answering Service			\$2,800
12. Tax Credit Monitoring Fee			\$1,520
13. Miscellaneous Administrative			\$10,960
<b>Total Administrative</b>			<b>\$119,781</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$11,200
16. Water			\$24,800
17. Gas			\$0
18. Sewer			\$20,400
<b>Total Utility</b>			<b>\$56,400</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$5,600
20. Janitor/Cleaning Supplies			\$640
21. Janitor/Cleaning Contract			\$3,200
22. Exterminating			\$2,320
23. Trash Removal			\$6,000
24. Security Payroll/Contract			\$8,000
25. Grounds Payroll			\$0
26. Grounds Supplies			\$640
27. Grounds Contract			\$16,000
28. Maintenance/Repairs Payroll			\$32,000
29. Repairs/Material			\$8,000
30. Repairs Contract			\$14,880
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$720
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$2,400
<b>Totals Operating &amp; Maintenance</b>			<b>\$100,400</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$55,000
39. Payroll Taxes	\$6,000
40. Miscellaneous Taxes/Licenses/Permits	\$560
41. Property & Liability Insurance	\$19,383
42. Fidelity Bond	\$1,760
43. Workman's Compensation	\$1,360
44. Health Insurance & Employee Benefits	\$12,000
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$96,063</b>

**Total Operating Expense** **\$372,644**

<b>Total Operating Expenses Per Unit</b>	<u>\$4,658</u>	<b>C. Total Operating Expenses as % of EGI</b>	<u>52.90%</u>
--	----------------	--	---------------

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const. Elderly Minimum) **\$24,000**

<b>Total Expenses</b>	<b>\$396,644</b>
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**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.



2020 Low-Income Housing Tax Credit Application For Reservation

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	1/31/2020	Steven E. Lawson
b. Site Acquisition	4/1/2021	Steven E. Lawson
c. Zoning Approval	By-right	Kristopher L. Knepper
d. Site Plan Approval	3/2/2021	Kristopher L. Knepper
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	10/1/2020	Aaron J. Phipps
ii. Conditional Commitment	11/2/2020	Aaron J. Phipps
iii. Firm Commitment	1/4/2021	Aaron J. Phipps
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	10/1/2020	Aaron J. Phipps
ii. Conditional Commitment	11/2/2020	Aaron J. Phipps
iii. Firm Commitment	1/4/2021	Aaron J. Phipps
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	N/A	N/A
ii. Conditional Commitment	N/A	N/A
iii. Firm Commitment	N/A	N/A
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	N/A	N/A
ii. Application	N/A	N/A
iii. Award/Commitment	N/A	N/A
<b>2. Formation of Owner</b>	1/22/2020	Aaron J. Phipps
<b>3. IRS Approval of Nonprofit Status</b>	7/23/1993	HRDC; H. Scott Hardison
<b>4. Closing and Transfer of Property to Owner</b>	4/1/2021	Aaron J. Phipps
<b>5. Plans and Specifications, Working Drawings</b>	12/1/2021	Damion L. Pizarro
<b>6. Building Permit Issued by Local Government</b>	4/2/2021	Damion L. Pizarro
<b>7. Start Construction</b>	4/5/2021	Damion L. Pizarro
<b>8. Begin Lease-up</b>	4/1/2022	Susan L. Glancy
<b>9. Complete Construction</b>	7/1/2022	Damion L. Pizarro
<b>10. Complete Lease-Up</b>	9/1/2022	Susan L. Glancy
<b>11. Credit Placed in Service Date</b>	7/1/2022	Aaron J. Phipps

2020 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"
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	6,615,027	0	0	6,615,027
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	300,000	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	6,915,027	0	0	6,615,027
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	0	0	0	0
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	150,000	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	1,300,000	0	0	1,087,500
p. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	1,450,000	0	0	1,087,500
<b>Total Structure and Land</b>	8,365,027	0	0	7,702,527
q. General Requirements	501,902	0	0	501,902
r. Builder's Overhead ( 2.0% Contract)	167,300	0	0	167,300
s. Builder's Profit ( 6.0% Contract)	501,902	0	0	501,902
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
<b>Contractor Costs</b>	<b>\$9,536,131</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,873,631</b>

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"
<b>2. Owner Costs</b>				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$2,938 /Unit)	235,000	0	0	235,000
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	668,400	0	0	668,400
e. Environmental	2,075	0	0	2,075
f. Soil Borings	15,000	0	0	15,000
g. Green Building (Earthcraft, LEED, etc.)	40,000	0	0	40,000
h. Appraisal	5,000	0	0	0
i. Market Study	5,700	0	0	5,700
j. Site Engineering / Survey	15,000	0	0	15,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	118,943	0	0	0
n. Construction Interest ( 4.5% for 15 months)	373,932	0	0	243,056
o. Taxes During Construction	3,648	0	0	2,189
p. Insurance During Construction	39,337	0	0	23,602
q. Permanent Loan Fee ( 0.5% )	22,525	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	9,536	0	0	9,536
t. Cost Certification Fee	30,000	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	45,000	0	0	0
w. Legal Fees for Closing	75,000	0	0	0
x. Mortgage Banker	45,050	0	0	22,525
y. Tax Credit Fee	65,750			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	50,000	0	0	37,500
ab. Organization Costs	5,000	0	0	0
ac. Operating Reserve	332,106	0	0	0
ad. Contingency	0	0	0	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify: Consultant	7,500	0	0	0
(2) Other* specify: Marketing	40,000	0	0	0
(3) Other* specify:	0	0	0	0
(4) Other* specify:	0	0	0	0
(5) Other* specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$2,249,502	\$0	\$0	\$1,319,583
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	\$11,785,633	\$0	\$0	\$10,193,214
<b>3. Developer's Fees</b> Action: Provide Developer Fee Agreement (Tab A)	1,000,000	0	0	1,000,000
<b>4. Owner's Acquisition Costs</b>				
Land	600,000			
Existing Improvements	0	0		
Subtotal 4:	\$600,000	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$13,385,633	\$0	\$0	\$11,193,214

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

**Maximum Developer Fee:**

**\$1,420,851**

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

\$130 **Meets Limits**  
\$164

2020 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	13,385,633	0	0	11,193,214

2. Reductions in Eligible Basis

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

3. Total Eligible Basis (1 - 2 above)

0	0	11,193,214
---	---	------------

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

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	3,357,964
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0
<b>Total Adjusted Eligible basis</b>	0	14,551,178

5. Applicable Fraction

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

6. Total Qualified Basis

(Eligible Basis x Applicable Fraction)

0	0	14,551,178
---	---	------------

7. Applicable Percentage

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

3.17%	3.17%	9.00%
-------	-------	-------

8. Maximum Allowable Credit under IRC §42

(Qualified Basis x Applicable Percentage)

(Must be same as BIN total and equal to or less than credit amount allowed)

\$0	\$0	\$1,309,606
-----	-----	-------------

\$1,309,606 Combined 30% & 70% P. V. Credit		
--	--	--

2020 Low-Income Housing Tax Credit Application For Reservation

**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. VHDA	10/01/20	01/04/21	\$4,505,000	Mr. David Glassman
2.				
3.				
Total Construction Funding:			\$4,505,000	

**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	10/1/2020		\$2,905,000	\$187,136	5.00%	30.00	30.00
2. VHDA - REACH	10/1/2020		\$1,600,000	\$80,431	2.95%	30.00	30.00
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$4,505,000	\$267,567			

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

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

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

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

**5. Recap of Federal, State, and Local Funds**

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$1,600,000
g.	HOME Funds	\$0
h.	Other:	\$0
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$2,905,000
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

**Q. SOURCES OF FUNDS**

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

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

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

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

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

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

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

c. FALSE Other

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



2020 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	\$278,131	(Note: Deferred Developer Fee cannot be negative.)		
iv. Other:	\$0			
<b>ACTION:</b> If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at <b>TAB A.</b>				
<b>Equity Total</b>	<u>\$278,131</u>			

2. Equity Gap Calculation

a. Total Development Cost	\$13,385,633
b. Total of Permanent Funding, Grants and Equity	- <u>\$4,783,131</u>
c. Equity Gap	\$8,602,502
d. Developer Equity	- <u>\$858</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$8,601,644

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	TBD		
Contact Person:	_____	Phone:	_____
Street Address:	_____		
City:	_____	State:	_____
		Zip:	_____
b. Syndication Equity			
i. Anticipated Annual Credits	\$925,000.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.930		
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%		
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0		
v. Net credit amount anticipated by user of credits	\$924,908		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$8,601,644		
c. Syndication:	Private		
d. Investors:	Corporate		

4. Net Syndication Amount

Which will be used to pay for Total Development Costs	<u>\$8,601,644</u>
---	--------------------

5. Net Equity Factor

Must be equal to or greater than 85%	<u>93.0000459505%</u>
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**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

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

1. Total Development Costs		<u>\$13,385,633</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$4,783,131</u>
3. Equals Equity Gap		<u>\$8,602,502</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>93.0000459505%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$9,249,997</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$925,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,309,606</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$925,000</u>
Credit per LI Units	<u>\$11,562.5000</u>	
Credit per LI Bedroom	<u>\$5,781.2500</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$925,000</b>

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		\$57,394
Plus Other Income Source (list):	Laundry, vending, fees, reimbursement	\$5,726
Equals Total Monthly Income:		\$63,120
Twelve Months		x12
Equals Annual Gross Potential Income		\$757,440
Less Vacancy Allowance	7.0%	\$53,021
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>		<b>\$704,419</b>

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
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>		<b>\$0</b>

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

**3. Cash Flow (First Year)**

a.	Annual EGI Low-Income Units	\$704,419
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$704,419
d.	Total Expenses	\$396,644
e.	Net Operating Income	\$307,775
f.	Total Annual Debt Service	\$267,567
g.	Cash Flow Available for Distribution	\$40,208

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
<b>Eff. Gross Income</b>	704,419	718,508	732,878	747,535	762,486
<b>Less Oper. Expenses</b>	396,644	408,543	420,800	433,424	446,426
<b>Net Income</b>	307,775	309,964	312,078	314,112	316,060
<b>Less Debt Service</b>	267,567	267,567	267,567	267,567	267,567
<b>Cash Flow</b>	40,208	42,397	44,511	46,545	48,493
<b>Debt Coverage Ratio</b>	1.15	1.16	1.17	1.17	1.18

	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Eff. Gross Income</b>	777,736	793,290	809,156	825,339	841,846
<b>Less Oper. Expenses</b>	459,819	473,614	487,822	502,457	517,530
<b>Net Income</b>	317,917	319,677	321,334	322,883	324,316
<b>Less Debt Service</b>	267,567	267,567	267,567	267,567	267,567
<b>Cash Flow</b>	50,350	52,110	53,767	55,316	56,749
<b>Debt Coverage Ratio</b>	1.19	1.19	1.20	1.21	1.21

	Year 11	Year 12	Year 13	Year 14	Year 15
<b>Eff. Gross Income</b>	858,683	875,857	893,374	911,241	929,466
<b>Less Oper. Expenses</b>	533,056	549,048	565,520	582,485	599,960
<b>Net Income</b>	325,627	326,809	327,854	328,756	329,507
<b>Less Debt Service</b>	267,567	267,567	267,567	267,567	267,567
<b>Cash Flow</b>	58,060	59,242	60,287	61,189	61,940
<b>Debt Coverage Ratio</b>	1.22	1.22	1.23	1.23	1.23

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 2

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.		40	0	TBD - Building #1		Lynchburg	VA	24502				\$0				\$0	\$7,275,589	07/01/22	9.00%	\$654,803
2.		40	0	TBD - Building #2		Lynchburg	VA	24502				\$0				\$0	\$7,275,589	07/01/22	9.00%	\$654,803
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0
		80	0	Totals from all buildings						\$0		\$0		\$0		\$14,551,178				\$1,309,606

Number of BINS: 2

**V. STATEMENT OF OWNER**

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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: Miller's Rest Apartments, LP  
By: Miller's Rest Apartments GP, LLC  
Its General Partner

By:   
Its: Manager of General Partner  
(Title)


V. STATEMENT OF ARCHITECT

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The architect signing this document is certifying that the development plans and specifications incorporate all VHDA Minimum Design and Construction Requirements (MDCR), selected LIHTC enhancements and amenities, applicable building codes and accessibility requirements.

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

Legal Name of Architect: Thomas F. Smith.  
Virginia License#: 010944  
Architecture Firm or Company: TSB ARCHITECTS PC

By:   
Its: PRINCIPAL  
(Title)

Initials by Architect are also required on the following Tabs: Enhancement, Special Housing Needs and Unit Details.



W.

## LIHTC SELF SCORE SHEET

### Self Scoring Process

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by 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. RESNET 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
<b>Total:</b>			<b>0.00</b>

**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
<b>Total:</b>			<b>10.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	4.50
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	0.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
<b>Total:</b>			<b>14.50</b>

**2020 Low-Income Housing Tax Credit Application For Reservation**

**3. DEVELOPMENT CHARACTERISTICS:**

a. Amenities (See calculations below)			59.26
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	25%	Up to 15	3.75
h. Developments with less than 100 units	Y	up to 20	8.00
i. Historic Structure	N	0 or 5	0.00
Total:			<u>151.01</u>

**4. TENANT POPULATION CHARACTERISTICS:**

Locality AMI	State AMI
\$68,900	\$57,400

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	20.00%	Up to 15	15.00
c. Units with rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.00%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	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	82.61
b. Cost per unit		Up to 100	42.18
Total:			<u>124.79</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: 500.30**

**2020 Low-Income Housing Tax Credit Application For Reservation**

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**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	20.26
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	0.00
j. Baths equipped with humidistat	3	3.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	2.00
s. New Construction: Balcony or patio	4	4.00
		<u>59.26</u>
 All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>
<b>Total amenities:</b>		<u><b>59.26</b></u>

X. Development Summary

Summary Information 2020 Low-Income Housing Tax Credit Application For Reservation

**Deal Name:** Miller's Rest Apartments

**Cycle Type:** 9% Tax Credits **Requested Credit Amount:** \$925,000  
**Allocation Type:** New Construction **Jurisdiction:** Lynchburg City  
**Total Units:** 80 **Population Target:** General  
**Total LI Units:** 80  
**Project Gross Sq Ft:** 98,347.38 **Owner Contact:** Austin Pittman  
**Green Certified?** TRUE

<b>Total Score</b> 500.30
------------------------------

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$4,505,000	\$56,313	\$46	\$267,567

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$8,365,027	\$104,563	\$85	62.49%
General Req/Overhead/Profit	\$1,171,104	\$14,639	\$12	8.75%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$2,249,502	\$28,119	\$23	16.81%
Acquisition	\$600,000	\$7,500	\$6	4.48%
Developer Fee	\$1,000,000	\$12,500	\$10	7.47%
<b>Total Uses</b>	<b>\$13,385,633</b>	<b>\$167,320</b>		

Total Development Costs	
Total Improvements	\$11,785,633
Land Acquisition	\$600,000
Developer Fee	\$1,000,000
<b>Total Development Costs</b>	<b>\$13,385,633</b>

Income	
Gross Potential Income - LI Units	\$757,440
Gross Potential Income - Mkt Units	\$0
Subtotal	\$757,440
Less Vacancy %	7.00%
	\$53,021
<b>Effective Gross Income</b>	<b>\$704,419</b>

**Proposed Cost Limit/Sq Ft:** \$130  
**Applicable Cost Limit/Sq Ft:** \$164

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	16
# of 2BR	48
# of 3BR	16
# of 4+ BR	0
<b>Total Units</b>	<b>80</b>

**Rental Assistance?** TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$119,781	\$1,497
Utilities	\$56,400	\$705
Operating & Maintenance	\$100,400	\$1,255
Taxes & Insurance	\$96,063	\$1,201
<b>Total Operating Expenses</b>	<b>\$372,644</b>	<b>\$4,658</b>
Replacement Reserves	\$24,000	\$300
<b>Total Expenses</b>	<b>\$396,644</b>	<b>\$4,958</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	8	8
50% AMI	32	32
60% AMI	40	40
>60% AMI	0	0
<b>Market</b>	<b>0</b>	<b>0</b>

Cash Flow	
EGI	\$704,419
Total Expenses	\$396,644
<b>Net Income</b>	<b>\$307,775</b>
Debt Service	\$267,567
<b>Debt Coverage Ratio (YR1):</b>	<b>1.15</b>

**Income Averaging?** FALSE

**Extended Use Restriction?** 30

2020 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$137.36** Credits/SF = **10.78135** Const \$/unit = **\$119,201.6375**

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**  
**1**

**600**  
**1**

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	801.00	1,075.53	1,334.66	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	16	48	16	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	193,511	258,015	303,168	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	193,511	258,015	303,168	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	193,511	258,015	303,168	0	0	0	0
PROJECT COST PER UNIT	0	110,027	147,737	183,332	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	14,963	19,950	23,441	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	14,963	19,950	23,441	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	14,963	19,950	23,441	0	0	0	0
PROJECT CREDIT PER UNIT	0	8,636	11,596	14,389	0	0	0	0
COST PER UNIT POINTS	0.00	8.63	25.64	7.91	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	16.91	50.25	15.45	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **42.18**

TOTAL CREDIT PER UNIT POINTS **82.61**

**Cost Parameters - Elderly**

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

**Credit Parameters - Elderly**

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

**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	193,511	258,015	303,168	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
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>193,511</b>	<b>258,015</b>	<b>303,168</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	14,963	19,950	23,441	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
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>14,963</b>	<b>19,950</b>	<b>23,441</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

**Cost Parameters - Elderly**

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

**Credit Parameters - Elderly**

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

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	193,511	258,015	303,168	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
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>193,511</b>	<b>258,015</b>	<b>303,168</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**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	14,963	19,950	23,441	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
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>14,963</b>	<b>19,950</b>	<b>23,441</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

2020 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$137.36** Credits/SF = **10.78135** Const \$/unit = **\$119,201.64**

TYPE OF PROJECT  
LOCATION  
TYPE OF CONSTRUCTION

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

**11000**  
**600**  
**1**

**600**  
**1**

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	801.00	1,075.53	1,334.66	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	16	48	16	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	193,511	258,015	303,168	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	193,511	258,015	303,168	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	193,511	258,015	303,168	0	0	0	0
PROJECT COST PER UNIT	0	110,027	147,737	183,332	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	14,963	19,950	23,441	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	14,963	19,950	23,441	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	14,963	19,950	23,441	0	0	0	0
PROJECT CREDIT PER UNIT	0	8,636	11,596	14,389	0	0	0	0
COST PER UNIT POINTS	0.00	8.63	25.64	7.91	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	16.91	50.25	15.45	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **42.18**

TOTAL CREDIT PER UNIT POINTS **82.61**

**Cost Parameters - Elderly**

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

**Credit Parameters - Elderly**

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

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	193,511	258,015	303,168	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
<b>Adjusted Cost Parameter</b>	0	193,511	258,015	303,168	0	0	0	0

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	14,963	19,950	23,441	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
<b>Adjusted Credit Parameter</b>	0	14,963	19,950	23,441	0	0	0	0

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

**Cost Parameters - Elderly**

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

**Credit Parameters - Elderly**

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

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	193,511	258,015	303,168	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
<b>Adjusted Cost Parameter</b>	0	193,511	258,015	303,168	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	14,963	19,950	23,441	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
<b>Adjusted Cost Parameter</b>	0	14,963	19,950	23,441	0	0	0	0



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# Partnership or Operating Agreement

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

LIMITED PARTNERSHIP AGREEMENT OF  
MILLER'S REST APARTMENTS, LP

## **LIMITED PARTNERSHIP AGREEMENT**

THIS AGREEMENT, made this 1st day of February, 2020, by and between MILLER'S REST APARTMENTS GP, LLC, the General Partner, and STEVEN E. LAWSON, the Limited Partner, the General Partner and the Limited Partner being referred to collectively herein as the "Partners" for the organization and operation of the Miller's Rest Apartments, LP (the "Partnership").

### **RECITALS:**

A. The General Partner and the Limited Partner desire to enter into a limited partnership agreement (the "Agreement") to govern the Partnership in connection with its acquisition, development, ownership and operation of a multi-family housing project as described herein.

B. The General Partner and the Limited Partner desire to share the risks, benefits, profits and losses of the Partnership's activities as set forth herein.

### **Article 1. Name**

The Partnership's name is MILLER'S REST APARTMENTS, LP

### **Article 2. Place of Business, Etc.**

2.1 Place of Business. The Partnership's principal place of business shall be that location specified in the Certificate of Limited Partnership (the "Certificate"). All records that the Partnership is required to keep at a specified office shall be kept at the Partnership's principal place of business. The General Partner may change the Partnership's principal place of business to another location and add additional places of business.

2.2 Agent. The Partnership's registered agent for service of process and its registered office shall be that person and location specified in the Certificate. The General Partner may change the Partnership's registered agent or office.

### **Article 3. Business**

3.1 Purpose. The Partnership is formed for the following purposes and no others:

3.1.1 To acquire a parcel of land, develop the land, own, manage, lease and eventually sell the multi-family housing project constructed on the land to be known as the Miller's Rest Apartments located in the City of Lynchburg, Virginia (the "Project"), and to engage only in such business as is related to the Project.

3.2 Limitation. The Partnership shall not engage in any other business or activity, including the operation of any other rental project or incur any liability or obligation not in connection with the Project.

#### **Article 4. Term**

4.1 Initial Term. The Partnership began on the date the Partnership's Certificate become effective with the Virginia State Corporation Commission and ends on December 31, 2070, unless terminated earlier or later extended. At no time prior to the scheduled termination date shall any Partner be entitled to withdraw its Capital Account, except as specified in Section 5.9. This Agreement is effective as of January 22, 2020, the effective date of the Partnership's Certificate of Limited Partnership.

4.2 Extension. The Partnership may be continued beyond its scheduled termination date by an affirmative vote of a majority in Interest of the Partners.

#### **Article 5. Capital and Partnership Interests**

5.1 Partnership Interests. Each Partner's ownership interest in the Partnership ("Partnership Interest") shall be expressed as a percentage equal to each Partner's Capital Account divided by the aggregate Capital Accounts of all the Partners of the Partnership and is shown on Schedule A to this Agreement.

5.2 Initial Capital. The Partners shall contribute to the Partnership that property or cash identified on Schedule A and shall receive, in exchange, those Partnership Interests, whether as Limited Partners or General Partners or both, identified on Schedule A.

5.3 Additional Capital. The Partners shall not be compelled to make any additional capital contributions except as provided in this Section. The General Partner may decide that additional Capital Contributions to the Partnership are desirable to fund the development of the Project and the Partnership business. Upon thirty (30) days' written notice from the General Partner, the Partnership may call for additional Capital Contributions. Should any Partner fail to make an additional Capital Contribution within thirty (30) days of the notice of the call for the additional Capital Contribution, then that Partner's Partnership Interest will be diluted and his, her or its distributions shall be suspended until either the additional Capital Contribution has been made or the Partners who have made the additional Capital Contributions have received distributions equal to the additional Capital Contributions which they made, plus interest thereon at the rate of Twelve Percent (12%) per annum.

5.4 Capital Accounts. Each Partner's Capital Account shall be adjusted as necessary to reflect the economic conditions of the Partners. These adjustments shall include, but are not limited to, the following:

5.4.1 Adjustments to reflect each Partner's distributive share of Partnership profits losses and credits, including capital gains and losses, and tax-exempt income;

5.4.2 Adjustments to reflect each Partner's additional Capital Contributions to the Partnership;

5.4.3 Adjustments to reflect distributions made by the Partnership to each Partner;

5.4.4 Tax Sensitive Adjustments (as defined in Section 19.17 below).

5.5 Loans. No Partner shall be required to make a loan or loans to the Partnership. However, any Partner may make a loan or loans to the Partnership. Any loan by a Partner to the Partnership shall be made on the same terms as the Partnership could obtain a loan from a bank or other financial institution and the principal amount of any loans and interest accrued thereon, shall not be added to his, her or its Capital Account.

5.6 Amount of Contributions. The amount of a Partner's contributions of property to the Partnership and of the Partnership's distributions of property to a Partner, shall be reflected in the Partner's Capital Account at the agreed fair market value of the property on the date of the contribution or distribution, reduced by any liabilities secured by that property, if those liabilities are treated under applicable Federal income tax laws as being assumed by or taken subject to by the transferee.

5.7 No Interest Paid. A Partner shall receive no interest on his, her or its Capital Account or Partnership Interest.

5.8 Limitations on Liability. No Limited Partner (in his, her or its capacity as a limited partner) shall be personally liable for losses, costs, expenses, liabilities or obligations of the Partnership in excess of his, her or its contributions of Capital or other obligations required under this Article 5, without that Limited Partner's prior written consent. No Partner shall, solely by reason of being a partner, be liable, directly or indirectly, for debts, obligations or liabilities of, or chargeable to, the Partnership that are incurred, created or assumed by the Partnership while it is a limited partnership.

5.9 No Third Party Beneficiaries. The provisions of this Article 5 are not intended to be for the benefit of any creditor or other Person (other than a Partner in his, her or its capacity as a partner) to whom or which any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Partnership or any of the Partners; and no such creditor or other Person shall obtain any rights under any of the foregoing provisions or shall by reason of any of the foregoing provisions make any claim in respect of any debt, liability or obligation (or otherwise) against the Partnership or any of the Partners.

## **Article 6. Profits, Losses, and Cash Flow**

6.1 Profits and Losses. Except as provided in Article 17, the Partnership's net profits and losses (and each item of income, deduction, gain, loss and credit that makes up net profits and losses) shall be computed in accordance with generally accepted accounting principles, consistently applied, and shall be allocated among the Partners solely according to their respective Partnership Interests as shown on Schedule A.

6.2 Assignment or Death. When a Partner dies, retires or assigns his, her or its Partnership Interest, profits and losses shall be allocated based on the number of days in that year during which each Partner owned a Partnership Interest, or on any other reasonable basis selected by

the General Partner, as long as it is consistent with applicable Federal income tax laws and regulations.

6.3 Cash Flow. The General Partner shall cause the Partnership to distribute its Net Cash Flow (which includes the net proceeds from a refinancing) at least annually, in proportion to Partnership Interests; provided, however, that upon the decision of the General Partner, the Partnership may make non-pro-rata distributions of Net Cash Flow and the Capital Accounts of the Partners shall be adjusted accordingly. Upon the winding up of the Partnership, the assets of the Partnership available for distribution to the Partners shall be distributed as provided in Section 14.2. Except as provided in this Article 6, until termination and liquidation of the Partnership, no distributions shall be made to any Partner.

### **Article 7. Management**

7.1 Management of the Partnership. The conduct and management of the Partnership's business shall be vested solely in the General Partner of the Partnership.

7.1.1 The initial General Partner of the Partnership shall be MILLER'S REST APARTMENTS GP, LLC.

7.1.2 Should for any reason MILLER'S REST APARTMENTS GP, LLC, resign as the General Partner or be unable for any reason to continue as the General Partner, then, in that event, an entity formed and majority owned by Lawson Investment Holdings, LLC, shall serve as the General Partner.

7.1.3 General Partners may be removed and additional General Partners may be elected, only upon the unanimous written consent of the Limited Partners and in accordance with the applicable requirements of VHDA, so long as VHDA is the holder of a note secured by the Project.

7.2 Authority of General Partner. The General Partner shall have the full and exclusive power on the Partnership's behalf to manage its business and affairs and to do or cause to be done anything deemed necessary or appropriate for the Partnership's business, including without limitation, the authority to do the following:

7.2.1 buy the land in accordance with the terms of the purchase agreement, develop the Project and buy, lease or otherwise acquire real or personal property to carry on and conduct the Partnership's business;

7.2.2 sell real or personal property to any person, giving any warranties or assurances deemed appropriate (including the Project);

7.2.3 borrow money for the Partnership's business;

7.2.4 issue promissory notes and other debt instruments (negotiable or nonnegotiable), in any amounts and secured by an encumbrance on the Project or on any other of the

Partnership's assets (if VHDA permits the use of the Project or other assets of the Partnership to be encumbered);

7.2.5 assign any debts owing to the Partnership;

7.2.6 engage in any other means of financing;

7.2.7 guarantee the debts of the Partnership;

7.2.8 manage, administer, conserve, improve, develop, operate, lease, utilize and defend the Partnership's assets, directly or through third parties;

7.2.9 execute any type of agreement, deed or other instrument in connection with any Partnership power;

7.2.10 employ all types of agents and employees (including lawyers and accountants), even if they are related by blood, marriage or business relationship with the General Partner, and to pay them reasonable compensation for their services;

7.2.11 buy or otherwise obtain the use of any type of equipment or other property that may be convenient or advisable in connection with the Partnership business and the Project;

7.2.12 incur any reasonable expense for travel, telephone, insurance, taxes and other items necessary to carry on the Partnership's business;

7.2.13 sue, complain and defend in the Partnership's name and on its behalf; and

7.2.14 change the Partnership's registered agent or office or its principal place of business (including by executing and making any appropriate filings with the Virginia State Corporation Commission) or add additional places of business of the Partnership.

7.3 Approval Rights of Partners. Notwithstanding Section 7.2, the following decisions shall require the prior written consent of Partners holding at least seventy-five percent (75%) of the Partnership Interests:

7.3.1 selling or contracting to sell (including the method of sale) or otherwise disposing of all or substantially all of the Partnership's assets;

7.3.2 causing or permitting the Project or all or substantially all of the Partnership's other assets to be subjected to any mortgage, deed of trust or other security interest or refinancing any such indebtedness;

7.3.3 amending this Agreement as provided in Article 15; and

7.3.4 doing any act which would make the continued existence of the Partnership impossible, including the filing of a petition in bankruptcy.

7.4 Multiple General Partners. Should there be multiple General Partners:

7.4.1 The General Partners shall make decisions and act by a majority in number of the General Partners then in office.

7.4.2 Notwithstanding anything in this Agreement to the contrary, each General Partner, acting alone, shall have the power and authority to perform any and all acts which the General Partners are empowered to perform hereunder, including without limitation the execution and delivery of any documents and performance of all ministerial duties on behalf of the Partnership.

7.5 General Partner Accountable as a Fiduciary. Each General Partner owes duties of good faith and loyalty to the Partnership and must account to the Partnership for any benefit, and hold as trustee for the Partnership any profits derived by it from any transaction connected with the formation, operation or liquidation of the Partnership or from any use by him, her or it of its property, provided however that each General Partner may receive compensation and/or reimbursement from the Partnership pursuant to Section 7.6 and Section 7.7 and may enter into certain transactions pursuant to Section 7.8.

7.6 Compensation. No General Partner shall receive compensation for his, her or its services rendered in the management of the Partnership without the approval of Partners holding not less than fifty-five percent (55%) of the Partnership Interests.

7.7 Expenses. All reasonable expenses incurred by the General Partner in managing and conducting the Partnership's business, including (but not limited to) overhead, administrative and travel expenses, and professional fees, technical and other services rendered for the benefit of the Partnership, shall be reimbursed by the Partnership.

7.8 Transactions with Affiliates. The General Partner shall have the authority to enter into any transaction with, or to hire, employ or contract with, any individual, partnership, corporation or entity that is an affiliate of the General Partner if the terms or conditions of any agreement, contract or understanding entered into between the Partnership and an affiliate of the General Partner are commercially reasonable at the time the agreement, contract or understanding is entered into. In furtherance hereof, the Partners hereby authorize the General Partner to enter into a Property Management Agreement with LOC-Lawson Realty and a contract for the construction of the Project with LOC-R. A. Lawson Company.

7.9 Limited Partners. A Limited Partner (other than one who is also a General Partner) shall take no part in the management of the Partnership, other than as specifically set forth in this Agreement.

7.10 Tax Matters Partner; Partnership Representative.

7.10.1 Designation and Authority of the Tax Matters Partner/Partnership Representative.



(i) For each taxable year of the Partnership, the Partnership shall designate, pursuant to Proposed Regulations Section 301.6223-1 (and any successor Regulations and other applicable guidance) on its United States federal income tax return for each such taxable year of the Partnership, the General Partner as the “Partnership Representative” and any Person selected by the Partnership Representative as the “designated individual” for the Partnership Representative for purposes of the laws and procedures set forth in Subchapter C of Chapter 63 of Subtitle F of the Code, as modified by Section 1101 of the Bipartisan Budget Act of 2015, Pub. L. No. 114-74, and including any successor statutes thereto or Regulations promulgated or official guidance issued thereunder (the “Partnership Audit Procedures”) and shall make such corresponding designations under any corresponding provisions of applicable foreign, state or local tax laws. The Partnership Representative shall (i) determine all matters with respect to any examination of the Partnership by any taxing authority (including, without limitation, the allocation of any resulting taxes, penalties and interest among the Partners and whether to make an election under Section 6226 of the Code (and any similar provision under applicable foreign, state or local tax law) with respect to any audit or other examination of the Partnership), and (ii) notwithstanding anything herein to the contrary, make such elections as it deems appropriate pursuant to the provisions of the Partnership Audit Procedures.

#### 7.10.2 Obligations of Partners.

(i) Generally. Each Partner and former Partner agrees to cooperate, and to cause its direct and indirect owners to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of any tax proceedings, in each case regardless whether then a Partner or after ceasing to be a Partner. Any deficiency for taxes imposed on any Partner or former Partner or its direct or indirect owners (including penalties, additions to tax or interest imposed with respect to such taxes) will be paid by such Partner or former Partner or its direct or indirect owners as applicable, and if required to be paid (and actually paid) by the Partnership, such Partner or former Partner shall indemnify the Partnership for such amounts within thirty (30) days of such payment by the Partnership, in each case regardless of whether then a Partner or after ceasing to be a Partner.

(ii) Partnership Audit Procedures. At the request of the Partnership Representative, in connection with an adjustment of any item of income, gain, loss, deduction or credit of the Partnership or any subsidiary entity in which the Partnership has an interest, directly or indirectly, each Partner and former Partner shall, and shall cause its direct and indirect owners, as applicable, to promptly file one or more amended tax returns in the manner contemplated by Section 6225(c) of the Code (and any Regulations or official guidance relating thereto, and, if applicable, any corresponding or similar provisions under state or local law) and pay any tax due with respect to such returns. If the Partnership Representative makes an election for the Partnership pursuant to Section 6226 of the Code with respect to an imputed

underpayment, each Partner and former Partner shall, and shall cause its direct and indirect owners, as applicable, to comply with the requirements under such section (and any Regulations or official guidance relating thereto). At the request of the Partnership Representative, each Partner and former Partner shall, and shall cause its direct and indirect owners, as applicable, to provide the Partnership Representative and the Partnership with any information available to such Partner or former Partner (or its direct or indirect owners or representatives) and with such representations, certificates or forms relating to such Partner or former Partner (or its direct or indirect owners or representatives) and any other documentation, in each case, that the Partnership Representative determines, in its reasonable discretion, are necessary to modify an imputed underpayment under Section 6225(c) of the Code or the Regulations or other official guidance thereunder. In the event that any imputed underpayment is paid or payable by the Partnership under Section 6225(a)(1) of the Code, each Partner and former Partner shall indemnify the Partnership in an amount equal to that Partner's or former Partner's share (as determined by the Partnership Representative with the advice of the Partnership's tax counsel) of the imputed underpayment and any associated interest and penalties) paid or payable by the Partnership; provided, however, that the Partnership Representative may determine, in its discretion, to allocate the burden of such amount to such Partner without requiring payment by such Partner to the Partnership.

(iii) Survival of Obligations. Each Partner's obligations to comply with the requirements of this Section 7.10 shall survive the Partner's transfer of all or any portion of its interest in the Partnership, otherwise ceasing to be a Partner of the Partnership and/or the termination, dissolution, liquidation and winding up of the Partnership, to the extent applicable.

(iv) Exculpation and Indemnification of the Partnership Representative and Designated Individual. Any Person acting as a Partnership Representative or "designated individual" pursuant to this Section 7.10 shall, when acting in that capacity be deemed to be a General Partner for purposes of the Act. As such, his, her or its liability shall be limited to the maximum extent the liability of a General Partner may be limited under any applicable law or the provisions of this Agreement.

## **Article 8. Meetings**

8.1 Meetings. The Partners of the Partnership shall meet at least annually. Special meetings of the Partners shall be held on call of the General Partner or Partners holding not less than twenty-five percent (25%) of all Partnership Interests. At each annual meeting, the General Partner shall lead a general discussion of at least the following matters: (a) a report to the Partners regarding the business of the Partnership and (b) the operation of the Project.

8.2 Procedures. The Partners shall decide issues submitted to them by a vote at meetings of the Partners at which a quorum is present. Partners may participate in a meeting and be deemed present for all purposes if such meeting makes use of any means of communication by which all

Partners participating may simultaneously hear each other during the meeting. A quorum at any meeting shall exist if Partners holding a majority of the outstanding Partnership Interests entitled to vote are present or voting by proxy or written instruction. Any Partner not present at a meeting and entitled to vote may vote on any matter by general or specific proxy and/or by power of attorney directed to a Partner present or by specific instructions in writing. Once a Partner's Partnership Interest is represented for any purpose at a meeting of Partners, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is, or shall be, set for the adjourned meeting. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time, without notice other than by announcement at the meeting until a quorum shall be present, either in person or by proxy.

8.3 Notice of Meetings. Written or oral notice stating the place, day and hour of every meeting of the Partners shall be given not less than five (5) nor more than thirty (30) days before the date of the meeting to each Partner entitled to vote at such meetings, at his, her or its address which appears on the records of the Partnership, except that the notice of a Partners' meeting to act on a proposed sale of all or substantially all the assets of the Partnership or the dissolution of the Partnership shall be given in writing not less than ten (10) days nor more than sixty (60) days before the meeting date. Meetings may be held at any time without notice, if a quorum of the Partners are present and those present waive notice.

8.4 Approval. Any approval or action that, under this Agreement, may be given or taken by Partners holding a specified percentage of Partnership Interests may be given or taken with the written consent or approval of Partners holding that specified percentage of Partnership Interests.

#### **Article 9. Financial Statements**

Within ninety (90) days after the close of each fiscal year, the General Partner shall, at the Partnership's expense, give each Partner a copy of the Partnership's Federal Income Tax Return (including Form K-1), the balance sheet of the Partnership, a statement of operations for the preceding year and a report to each Partner indicating each Partner's share of the Partnership income or loss and any changes in each Partner's Capital Account, all of which shall be prepared by the Partnership's Certified Public Accountant.

#### **Article 10. Banking**

All Partnership funds shall be deposited in its name in such accounts as the General Partner may designate. The General Partner shall designate the persons who are authorized to draw checks on Partnership bank accounts, but such authority must be in writing. Each bank, financial institution or stock brokerage firm in which a Partnership account is maintained is relieved of any responsibility to inquire into a Partner's authority to deal with such funds and is absolved of all liability with respect to withdrawals from Partnership accounts by any person duly authorized by the General Partner.

## **Article 11. Transfer of Partnership Interests**

11.1 Generally. A Partner shall not Transfer any Partnership Interest except in accordance with the terms of this Article 11 or with the prior written consent of all of the other Partners. An attempted Transfer of any Partnership Interest not in accordance with the terms of this Article shall not be valid and shall not be reflected on the Partnership's books.

11.2 No Encumbrance. No Partner shall subject his, her or its Partnership Interest to any lien, charge, encumbrance, mortgage, security interest or similar rights of others.

11.3 Transfers by General Partner. In addition to the other restrictions on Transfer contained in this Article 11 and as may be imposed by VHDA, no General Partner may Transfer one hundred percent (100%) of the General Partner's Partnership Interest, except with the written consent of the Limited Partner(s), which consent may not be unreasonably withheld or delayed. In the event that such consent is granted, the assignee of the General Partner shall not become a substituted General Partner except through compliance with Section 11.7. Provided the requirements of Section 11.7 are met, any assignee shall be deemed admitted as a Limited Partner only, unless the Limited Partner(s) agree to the assignee's admission as a General Partner and the assigning General Partner, the assignee, the Limited Partner(s) and any other required signatory parties execute an amendment to this Agreement and execute and record an amendment to the Certificate, each of which shall reflect, among other things, the admission of the assignee as a General Partner. In any event, upon any attempted Transfer by a General Partner of one hundred percent (100%) of a General Partner's Partnership Interest, the withdrawal of the assigning General Partner from the Partnership shall be reflected on an amendment to the Certificate which shall be duly executed and filed with the Virginia State Corporation Commission. The foregoing requirement for the consent of the Limited Partner(s) to the Transfer of one hundred percent (100%) of a General Partner's Partnership Interest shall not be required for a Transfer by the General Partner to an entity a majority interest in which is owned by the assigning General Partner.

### 11.4 Intrafamilial Transfers: Assignments.

11.4.1 A Limited Partner may Transfer his, her or its Partnership Interest, in whole or in part, to any person who has already been admitted as a Partner, to any family member, to any trust for the benefit of the Partner or a family member, or to a partnership or limited liability company owned by family members or affiliates of the owners of the Limited Partner, by giving written notice to the General Partner.

11.4.2 A Partner may assign his, her or its rights to receive Partnership distributions (including any liquidating distribution) by giving written notice to the General Partner. However, any assignment to a person under the age of 18 shall be invalid and of no force or effect, unless made to a custodian under the applicable Uniform Transfers to Minors Act. Assignments to a person previously adjudged incompetent shall be invalid and of no force or effect. In connection with the assignment, the General Partner may require the assignor and assignee to pay the Partnership's reasonable expenses incurred in connection with the assignment and to execute any reasonable instruments or releases and no assignment will be valid until such documents are executed.

11.5 Right of First Refusal. Any Partner who wishes to Transfer his, her or its Partnership Interest, in whole or in part, to a person who is not already a Partner, or who has reason to believe that an involuntary Transfer or a Transfer by operation of law is reasonably foreseeable (an "Offering Partner"), shall first offer such Partnership Interest (the "Offered Interest") to the Partnership and the other Partners on the terms set forth below.

11.5.1 The Offering Partner shall give the Partnership and each other Partner written notice of the intent to Transfer the Offered Interest or of the knowledge that an involuntary Transfer or Transfer by operation of law is reasonably foreseeable. This notice must contain a description of the portion of Partnership Interest to be Transferred, the consideration (if any) to be paid, the terms of Transfer and of the payment or consideration (including, but not limited to, the relative percentages of cash and debt, and the terms of any debt instruments), and the name, address (both home and office), business or occupation of the person to whom the Partnership Interest would be transferred and any other facts which are or would reasonably be deemed material to the proposed Transfer. The date on which all the other Partners have received written notice of the proposed Transfer is the "Offering Date."

11.5.2 For a period of ten (10) days following the Offering Date, the Partnership shall have the sole right to redeem the Offered Interest. If the Partnership has not given notice to the Partners before the 10-day period expires, then the other Partners shall also have the right to purchase the Offered Interest for a period of twenty (20) days by notice to the Partnership and each of the other Partners. If more than one other Partner chooses to purchase the Offered Interest, each may purchase in the same proportion as his, her or its own Partnership Interest bears to the total Partnership Interests of Partners purchasing the Offered Interest or in such other percentages as the purchasing Partners may agree. The Partnership may also redeem a portion of any Offered Interest in combination with one or more other Partners.

11.5.3 The Partnership or any Partner exercising this purchase option shall give the Offering Partner written notice within thirty (30) days after the Offering Date.

11.5.4 If the Partnership or the other Partners do not agree to buy all of the Offered Interest within thirty (30) days after the Offering Date, the Offering Partner may complete the intended Transfer. Such completed Transfer shall not result in the admission of the transferee unless and until the conditions of Section 11.7 are met. If the Transfer described in the Offering Partner's notice is not completed within (60) sixty days after the Offering Date, any attempted Transfer shall be deemed pursuant to a new offer and this Section shall again apply.

11.6 Purchase Price and Terms. The purchase price that the Partnership or the Partners must pay for the Offered Interest under this Article shall be the lower of:

11.6.1 the price agreed upon in connection with the proposed Transfer for which notice is given if such proposed Transfer is to be made for valuable consideration in money or money's worth of property; or

11.6.2 the Redemption Value (as defined in Article 13 below) of the Offered Interest.

However, if the proposed Transfer is not to be made for valuable consideration in money or money's worth of property, then the purchase price shall be the Redemption Value of the Offered Interest. Article 13 contains additional terms and conditions of the purchase or redemption of an Offered Interest.

11.7 Admission of Substitute Partners. Notwithstanding any provision permitting the Transfer of a Partnership Interest, no person to whom a Partnership Interest has been transferred shall be admitted to the Partnership as a substituted Partner unless the following conditions are satisfied:

11.7.1 the transferee consents in writing to be bound by this Agreement;

11.7.2 the transferee pays the Partnership a reasonable fee to cover costs of preparing, executing and recording all pertinent documents; and

11.7.3 the transferee obtains the written consent of the transferor (except in the case of a Transfer by operation of law or to the personal representative of a deceased or incompetent Partner) and the written consent of the General Partner.

A transferee who does not become a substituted Partner has no right to require any information or account of the Partnership or to inspect the Partnership books. He, she or it is only entitled to receive a share of distributions or a return of contributions to which the transferring Partner would otherwise be entitled under this Agreement.

11.8 Injunction; Remedies. The Partners agree that irreparable injury will result to the other Partners in the event an Offering Partner violates or breaches the covenants, agreements or restrictions contained in this Article 11. Therefore, it is hereby agreed that upon any breach of any of these covenants, agreements or restrictions, the Partners shall be entitled, in addition to any other remedies available, to an injunction to restrain the violation or breach of or to specifically enforce compliance with any of the terms or the covenants, agreements or restrictions by a breaching Partner, that no bond shall be required in procuring any such injunction and that irreparable injury to the other Partners shall be deemed confessed. In addition, if any party files suit to enforce its rights under this Section 11.8 and prevails, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and fees, including reasonable attorney's fees the prevailing party incurs. The court shall determine who is the prevailing party for purposes of the preceding sentence. The foregoing remedies for breach of this Agreement are cumulative and not exclusive of any other remedies the Partners may have, at law or in equity, in the event of a breach.

## **Article 12. Admission, Death, Etc. of Limited Partners**

12.1 Admission. A person may be admitted as an additional Limited Partner by the written decision of the General Partner, if the new Partner consents in writing to be bound by this Agreement.

12.2 Limited Partner's Death, Etc. The death, insanity, bankruptcy or incapacity of any Limited Partner shall not dissolve the Partnership. A deceased Limited Partner's personal representative, the legal representative of an insane or incompetent Limited Partner and the trustee of a bankrupt Limited Partner shall have the same rights and be subject to the same limitations as an assignee of the Partner that they represent. No personal or legal representative or trustee in bankruptcy shall become a substituted Limited Partner without the written consent of the General Partner and compliance with Section 11.7 hereof.

### **Article 13. Redemption Terms**

This Article applies to certain Offering Partners whose Offered Interest is purchased by the Partnership or other Partners under Article 11 (any one of which is referred to in this Article as a "Redeemed Partner").

13.1 Redemption Value. The value of a Redeemed Partner's Partnership Interest ("Redemption Value") shall be the fair market value of such Interest based upon the value of the Project. If the Partners cannot agree, the fair market value of the Partnership Interest shall be determined by an independent appraisal performed by a professional appraiser with at least ten (10) years experience in the appraisal of multi-family housing projects owned by limited liability entities located in the Lynchburg, Virginia metropolitan area, selected by the General Partner, whose decision in this matter shall be conclusive. The appraiser shall make his or her valuation as of the Offering Date.

13.2 Payment Terms. If the Redeemed Partner and the Partnership and/or the purchasing Partners can agree on terms governing payment for the Interest being sold or redeemed, then that agreement will control. If no agreement is reached within a reasonable time, then one-quarter of the purchase price shall be paid in cash or by immediately available funds at the closing for the sale or redemption of the Partnership Interest and the balance shall be paid in twelve (12) equal quarterly principal payments beginning three (3) months after the date of closing. Simple interest shall be added to each installment, computed against the outstanding principal balance at the Applicable Federal Rate determined for federal income tax purposes on the date of the closing. Each buyer shall give the Redeemed Partner a promissory note as evidence of this debt and the buyer may prepay all or any part of the principal balance of the note at any time without penalty or premium.

13.3 The Closing. The sale or redemption of a Partnership Interest under this Article shall take place at a closing to be held not later than sixty (60) days after the Offering Date. The closing shall be held during normal business hours at the Partnership's principal office or at any other place to which the parties agree. If the Redeemed Partner is not present at the closing, then each buyer shall deposit the purchase price by cash, note or both, as this Article requires, with legal counsel for the Partnership, as escrow agent, to be paid to the Redeemed Partner as soon as is reasonably practicable, less an appropriate fee to the Partnership to cover additional administrative costs, and the Partnership shall adjust its books to reflect the transfer of these Partnership Interests.

## Article 14. Dissolution

14.1 Causes. The Partnership shall be dissolved upon the first to occur of the following:

- (a) the expiration of its stated term,
- (b) the written determination of all of the Partners,
- (c) the sale of all of the Partnership's property, or
- (d) the withdrawal of the sole remaining General Partner.

No other event shall cause the dissolution of the Partnership. However, notwithstanding Section 14.1(d), if within ninety (90) days after the withdrawal of the sole remaining General Partner, Limited Partners owning two-thirds of the Partnership Interests agree in writing to continue the business of the Partnership and to the appointment of one or more replacement General Partners, then the Partnership shall not be dissolved but shall be reconstituted and continue the business of the Partnership.

14.2 Upon Dissolution. Upon its dissolution, the Partnership shall commence to wind up its affairs. The Partners shall continue to share in profits and losses during liquidation as they did before dissolution. The Partnership's assets shall be sold, if a price deemed reasonable by the General Partner can be obtained. The proceeds from liquidation of the Partnership's assets shall be applied as follows:

14.2.1 First, all of the Partnership's debts and liabilities to persons other than Partners shall be paid and discharged in the order of priority as provided by law;

14.2.2 Second, all debts and liabilities to Partners shall be paid and discharged in the order of priority as provided by law; and

14.2.3 Third, all remaining assets of the Partnership shall be distributed proportionately among the Partners based on their respective Capital Accounts.

14.3 Gain or Loss. Any gain or loss on the disposition of Partnership properties in the process of liquidation shall be credited or charged to the Partners in proportion to their Capital Accounts; except that gain or loss with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable U.S. Treasury regulations (including, but not limited to, those promulgated under Section 704(c) of the Code. Any property distributed in kind in the liquidation shall be valued and treated as though it were sold and the cash proceeds distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on the sale of property and shall be credited or charged to the Partners accordingly.

14.4 Partnership Assets Sole Source. The Partners shall look solely to the Partnership's assets for the payment of any debts or liabilities owed by the Partnership to the Partners and for the return of their Capital Contributions and liquidation amounts. If the Partnership property remaining after the payment or discharge of all of its debts and liabilities to persons other than Partners is



insufficient to return the Partners' Capital Contributions in full, they shall have no recourse therefor against the Partnership or any other Partners, except to the extent that any other Partners may have outstanding debts or obligations owing to the Partnership.

#### **Article 15. Amendments**

This Agreement shall be amended automatically to reflect any valid Transfers of Partnership Interests. Otherwise, this Agreement shall be amended only upon the consent of Partners holding seventy-five percent (75%) or more of the Partnership Interests, including Partners acting through their attorneys-in-fact.

#### **Article 16. Power of Attorney**

16.1 Appointment. Each of the Limited Partners irrevocably constitutes and appoints, with full power of substitution, the Manager(s) of the General Partner, as his, her or its true and lawful attorney-in-fact with full power and authority in his, her or its name, place and stead to execute, certify, acknowledge, deliver, file and record at the appropriate public offices:

16.1.1 All certificates and other instruments and any amendment thereof, which the General Partner deems appropriate to form, qualify or continue the Partnership as a limited partnership;

16.1.2 Any other instrument which may be required to be filed by the Partnership under the laws of any state or which the General Partner deems advisable to file; and

16.1.3 Any instrument, including amendments to this Agreement, which may be required to effect the continuation of the Partnership, the admission of a General Partner or successor to a General Partner, or the dissolution and termination of the Partnership (provided such continuation, admission or dissolution and termination are in accordance with this Agreement), and to reflect any reductions in the amount of capital of Partners.

16.2 Duration. The appointment by each Limited Partner of the Manager(s) of the General Partner, as his, her or its attorney-in-fact is irrevocable and shall be deemed to be a power coupled with an interest and shall survive the incompetency, bankruptcy or dissolution of any person giving such power, except, that in the event of the Transfer by a Partner of all or any part of his, her or its Partnership Interest, this power of attorney shall survive such Transfer only until such time, if any, as the transferee shall have been admitted to the Partnership as a Substituted Partner and all required documents and instruments shall have been duly executed, filed and recorded to effect the substitution.

16.3 Effect. This power of attorney may be exercised by the Manager(s) of the General Partner by a facsimile or electronically transmitted signature or by listing all of the Partners with a signature of the Manager(s) of the General Partner as the attorney-in-fact for all of them. This power of attorney survives the assignment of a Limited Partner's Partnership Interest and empowers the Manager(s) of the General Partner to act to the same extent for any successor Partner.

## Article 17. Tax Allocations

To the extent required to comply with the Internal Revenue Code of 1986, as amended, and the rules and regulations related to the allocation of income gain and loss among the Partners, the following provisions shall apply:

17.1 Minimum Gain Chargeback. Notwithstanding anything to the contrary in this Agreement:

17.1.1 If there is a net decrease in the Partnership minimum gain (as determined in U.S. Treasury regulations § 1.704-2(b)(2) and § 1.704-2(d)) during a year, then there shall be allocated to the Partners items of Partnership income and gain in accordance with the minimum gain chargeback requirements of U.S. Treasury regulations § 1.704-2(f).

17.1.2 Notwithstanding anything to the contrary in this Agreement except Section 17.1.1, if there is a net decrease in Partner nonrecourse debt minimum gain (as determined in U.S. Treasury regulations § 1.704-2(i)(3)) during a Fiscal Year, there shall be allocated to any Partner with a share of that Partner nonrecourse debt minimum gain items of income and gain in accordance with the requirements of U.S. Treasury regulations § 1.704-2(i)(4).

17.2 Allocations to Reflect Book Value/Tax Disparity. In accordance with Section 704(c) of the Internal Revenue Code and the U.S. Treasury regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take into account any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its agreed upon fair market value at the time of contribution. In addition, if Partnership property is revalued and Capital Accounts are adjusted, then subsequent allocations of income, gain, loss and deduction for tax purposes with respect to the revalued property shall take into account the variation between the property's adjusted tax basis and book value in the same manner as under Section 704(c) of the Internal Revenue Code and U.S. Treasury regulations.

17.3 Qualified Income Offset. If a Partner unexpectedly receives an adjustment, allocation, or distribution described in U.S. Treasury regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that creates or increases the deficit balance of a Capital Account in excess of the amount of the deficit, if any, the Partner is obligated to restore, then items of income or gain (consisting of a pro rata portion of each item of Partnership income, including gross income and gain for such year) shall be allocated to that Partner in an amount and manner sufficient to eliminate, to the extent required by the U.S. Treasury regulations, the deficit Capital Account as quickly as possible. For purposes of this section, in determining whether a Partner has a deficit balance in his or her Capital Account, there shall be taken into account those adjustments, allocations and distributions that, as of the end of the year, are reasonably expected to be made. This section provides for a "Qualified Income Offset" and shall be interpreted and applied in accordance with U.S. Treasury regulations § 1.704-1(b)(2)(ii)(d), as amended.

17.4 Partner Nonrecourse Deductions. Any Partner nonrecourse deductions shall be specially allocated to the Partner that bears the economic risk of loss with respect to the Partner nonrecourse debt to which the Partner nonrecourse deductions are attributable in accordance with U.S. Treasury regulations § 1.704-2(i)(1). Partner nonrecourse deductions are items of loss, deduction and expenditure attributable to Partner nonrecourse debt under U.S. Treasury regulations § 1.704-2(i)(2). Partner nonrecourse debt is a nonrecourse debt of the Partnership as defined in U.S. Treasury regulations § 1.704-2(b)(4).

17.5 Partnership Nonrecourse Deductions. Partnership nonrecourse deductions shall be specially allocated among the Partners in accordance with their Partnership Interests. Partnership nonrecourse deductions are the deductions of the Partnership calculated under U.S. Treasury regulations § 1.704-2(c).

## **Article 18. Miscellaneous**

18.1 Notices. Any notice under this Agreement shall be given and served either by personal delivery to the party to whom it is directed, by overnight delivery service, charges prepaid, or by certified mail, postage and charges prepaid, and if it is sent to a Partner, addressed to his, her or its address as it appears on the records of the Partnership.

18.1.1 Any notice shall be deemed given when it is personally delivered or, if sent by overnight delivery on the next business day or, if mailed, on the third business day after the date it is postmarked by the United States Postal Service, if it was addressed as required in this Section.

18.1.2 Any Partner may change his, her or its address for purposes of this Agreement by written notice to the General Partner, stating the new address. A change of address shall be effective fifteen (15) days' after the notice is received by the General Partner.

18.2 Non-Waiver. Any party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having the effect of an original violation.

18.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity shall not affect the validity of the remainder of the Agreement.

18.4 Schedules. The Schedules to this Agreement, as they may be amended from time to time, are incorporated herein in their entirety and form an integral part of this Agreement, as it may be amended from time to time.

18.5 Good Faith. The doing of any act or the failure to do any act by a Partner or the Partnership, the effect of which causes any loss or damage to the Partnership, shall not subject such Partner or the Partnership to any liability, if done pursuant to advice of the Partnership's legal counsel or in good faith to promote the Partnership's best interest.

18.6 Governing Law. This Agreement is governed by and to be construed according to the internal substantive laws of the Commonwealth of Virginia without giving effect to any choice-of-laws or conflict-of-law rule which would cause the laws of any other jurisdiction to govern.

18.7 Cumulative Rights. The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights the parties may have.

18.8 Other Activities. Every Partner may engage in whatever activities he, she or it chooses without any obligation to offer any interest in such activities to any party hereof.

18.9 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

18.10 Waiver of Partition. Each Partner waives any right to maintain any action for partition with respect to the Partnership's property or assets during the Partnership's term.

18.11 Binding Terms. The terms of this Agreement are binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their heirs, executors, administrators, legal representatives, successors and assigns.

18.12 Gender and Number; Headings. Unless the context requires otherwise, the use of a masculine pronoun includes the feminine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa. The Article and Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

## **Article 19. Definitions**

19.1 Agreement. The "Agreement" is MILLER'S REST APARTMENTS, LP, Limited Partnership Agreement, as amended from time to time. The Agreement shall include all schedules, as they may be amended from time to time.

19.2 Capital Account. "Capital Account" shall mean, as of any given date, the amount calculated and maintained by the Partnership for each Partner as provided in Section 5.4.

19.3 Certificate. The "Certificate" is the Partnership's Certificate of Limited Partnership filed with the Virginia State Corporation Commission, as it may be amended from time to time.

19.4 Days. "Day" or "days" refers to a calendar day, including any days which fall on legal holidays or weekends.

19.5 General Partner. A "General Partner" is a general partner and "General Partners" are the general partners of the Partnership. Such terms shall refer initially to Miller's Rest Apartments

GP, LLC, and then to any additional or successor General Partner. A General Partner may also be, simultaneously, a Limited Partner, to the extent a portion of that General Partner's Partnership Interest is denominated as that of a Limited Partner.

19.6 Limited Partner. A "Limited Partner" is a limited partner and "Limited Partners" are the limited partners of the Partnership. Such terms shall refer to the Limited Partners signatory hereto and any additional or successor Limited Partners. A Limited Partner may also be, simultaneously, a General Partner to the extent a portion of that Limited Partner's Partnership Interest is denominated as that of a General Partner.

19.7 Net Cash Flow. Net cash flow is the Partnership's total net income, computed for Federal income tax purposes, increased by any depreciation or depletion deductions taken into account in computing taxable income and any nontaxable income or receipts (other than Capital Contributions); and reduced by any principal payments on any Partnership debts, capital expenditures to acquire or improve Partnership assets and such reasonable reserves and additions thereto as the General Partner shall, in its sole discretion, determine to be advisable and in the best interest of the Partnership having due regard to the interests of the Partners.

19.8 Offered Interest. The Partnership Interest offered by the Offering Partner under Section 11.5.

19.9 Offering Date. The date on which all the other Partners have received written notice of the proposed Transfer from the Offering Partner.

19.10 Offering Partner. A Partner who wishes to Transfer his, her or its Partnership Interest, in whole or in part, to a person who is not already a Partner or who has reason to believe that an involuntary Transfer or a Transfer by operation of law is reasonably foreseeable.

19.11 Partner. The "Partner" and "Partners" shall refer to all persons signing this Agreement and any persons who later become Partners, whether as General Partners or Limited Partners, or both.

19.12 Partnership. The "Partnership" is MILLER'S REST APARTMENTS, LP, a Virginia limited partnership.

19.13 Partnership Capital. The "Partnership Capital" is the total of the Partners' Capital Contributions.

19.14 Partnership Interests. The "Partnership Interests" are the ownership interests of the individual Partners in the Partnership, as expressed according to Section 5.1. Partnership Interests shall be denominated as either that of a General Partner or that of a Limited Partner. A single Partner may hold both kinds of Partnership Interests.

19.15 Redeemed Partner. A "Redeemed Partner" is an Offering Partner whose Offered Interest is purchased by the Partnership or other Partners under Article 11.

19.16 Redemption Value. The value of Redeemed Partner's Partnership Interest ("Redemption Value").

19.17 Tax Sensitive Adjustments. The "Tax Sensitive Adjustments" are all adjustments to a Partner's Capital Account that are not otherwise specifically required under the terms of Article 17 of this Agreement, but that are required by U.S. Treasury Regulations § 1.704-1(b)(2)(iv) ("Maintenance of Capital Accounts"), as amended. These adjustments shall be made annually, unless the Regulations require a more frequent adjustment.

19.18 Transfer. A "Transfer" of a Partnership Interest includes any selling, pledging, encumbering, giving, bequeathing or other transferring or disposing of, or permitting to be sold, encumbered, attached or otherwise disposed of or have ownership changed in any manner, whether voluntarily, involuntarily or by operation of law.

19.19 VHDA. "VHDA" means the Virginia Housing Development Authority, or any successor thereto.

#### **Article 20. VHDA Requirements**

It is understood that financing of the Project is likely to be obtained by the Partnership from VHDA. Accordingly, notwithstanding any other provision of this Agreement, the Partnership and the Partners shall be subject to regulation and supervision by VHDA in accordance with the Virginia Housing Development Authority Act, the Rules and Regulations of the Authority and the Regulatory Agreement required by VHDA and shall be further subject to the exercise by VHDA of the rights and powers conferred on VHDA thereby. Notwithstanding any other provision of this Agreement, VHDA may rely upon the continuing effect of this provision which shall not be amended, altered, waived, supplemented or otherwise changed without the prior written consent of VHDA.

[SIGNATURE PAGE FOLLOWS]

AGREED TO under hand and seal as of the date indicated above.

GENERAL PARTNER:

MILLER'S REST APARTMENTS GP, LLC

By:  (SEAL)  
Steven E. Lawson, Manager

LIMITED PARTNER:

 (SEAL)  
Steven E. Lawson

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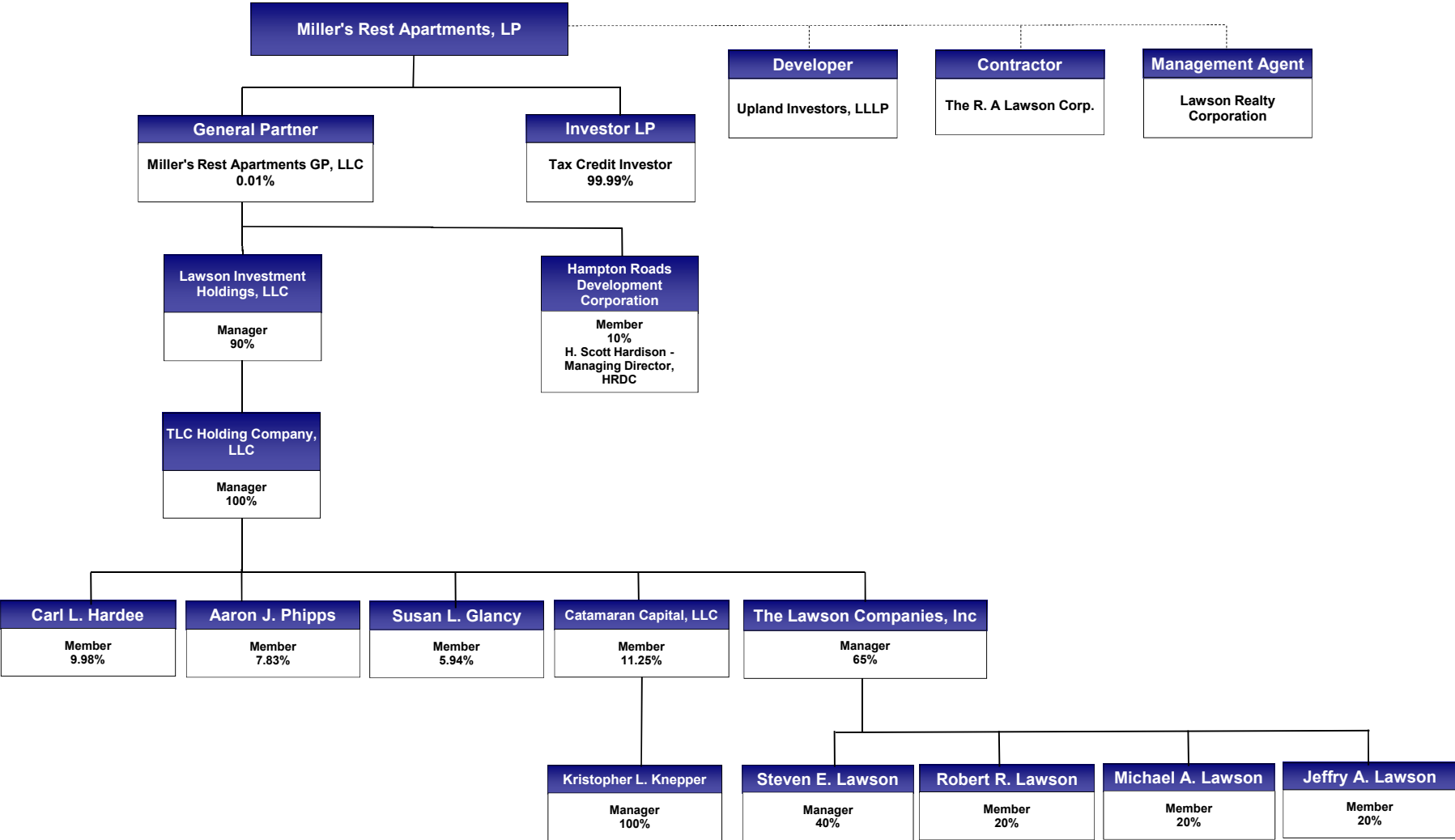
**MILLER'S REST APARTMENTS, L.P.**

**SCHEDULE A**

<i>Name and Address of Partner</i>	<i>Initial Capital Contribution</i>	<i>Partnership Interest</i>
<b>General Partner:</b> Miller's Rest Apartments GP, LLC 373 Edwin Drive Virginia Beach, Virginia 23462	\$1.00	0.01%
<b>Limited Partner:</b> Steven E. Lawson 1015 S. Bayshore Drive Virginia Beach, VA 23451	\$9,999.00	99.99%
	<b>\$10,000.00</b>	<b>100.0%</b>



# Miller's Rest Apartments - Closing Org Chart



[DRAFT]

## DEVELOPMENT FEE AGREEMENT

**THIS DEVELOPMENT FEE AGREEMENT** (this “Agreement”) is made and entered into effective as of February 21, 2020, by and between **UPLAND INVESTORS, LLLP**, a Virginia limited liability limited partnership (the “Developer”), and **MILLER’S REST APARTMENTS, LP**, a Virginia limited partnership (the “Partnership”).

### WITNESSETH:

WHEREAS, the Partnership has been formed for the purposes, *inter alia*, of acquiring, financing, owning, constructing, rehabilitating, developing, maintaining, improving, operating, leasing and selling or otherwise disposing of certain real property located in the City of Lynchburg, Virginia, together with all improvements, furnishings, equipment and personal property to be located thereon (together, the land and improvements are known as Miller’s Rest Apartments and will be collectively referred to as the “Apartment Complex”), which Apartment Complex upon completion will consist of eighty (80) units and is intended to be rented and managed in order that it will qualify for the low-income housing tax credit provided in Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”);

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

WHEREAS, the parties desire to enter into this Agreement that sets forth the obligations of, and the services to be performed by, the Developer and the compensation for such services.

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

**Section 1. Obligations of the Developer.** The Developer shall perform the following services for the Partnership:

(a) to assist, advise and consult on the selection of and provide coordination and supervision of the architect and engineer in connection with the preparation of the site plan for the Apartment Complex and the renderings, drawings, plans and specifications for construction of Improvements (the “Plans and Specifications”);

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

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

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

(e) to cooperate with and coordinate the activities of the contractors retained by the Partnership;

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

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

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

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

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

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

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

(c) services in connection with obtaining commitments for construction and permanent financing from and negotiating with any lender to the Partnership;

(d) services in connection with the syndication of the Partnership or placement of the equity from investor limited partners;

(e) services with respect to the lease-up of the units in the Apartment Complex (such services being addressed in the Management Agreement);

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

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

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

**Section 3. Development Fee.** In consideration of the performance by the Developer of the development services described herein, the Partnership shall pay to the Developer a development fee (the "Development Fee") in the amount set forth on Exhibit A attached hereto. The Partnership and the Developer acknowledge that specific portions of the Development Fee shall be earned by Developer as certain benchmarks are satisfied as more particularly described on Exhibit A, but in any event all of the Development Fee shall be earned upon the receipt by the Partnership of the final certificate of occupancy for the Apartment Complex or, if earlier, as of the end of the first year of the credit period (as such term is defined in Section 42(f)(1) of the Code). All amounts due and payable hereunder shall be paid in accordance with the Agreement of Limited Partnership of the Partnership dated as of the date hereof (the "Partnership Agreement"). In addition, any amount of Development Fee that remains unpaid after Construction Completion of the Apartment Complex shall constitute a loan from the Developer to the Partnership bearing an interest rate equal to the long-term Applicable Federal Rate for the month in which the Apartment Complex achieves Construction Completion and being finally due and payable prior to the expiration of the Tax Credit Compliance Period.

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

**Section 5. Miscellaneous.**

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

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

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

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

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

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

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

(h) In the event any provision hereof is deemed to be unenforceable or against public policy, then that provision shall be deemed omitted from this Agreement and to the extent possible that provision shall be replaced with an enforceable provision which corresponds with the spirit of the omitted provision, and no other provision of this Agreement shall be affected by any omission or unenforceability.

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

**Section 6. Notice.** Any notice required to be given hereunder shall be in writing and sent by overnight express, charges prepaid, or mailed by certified mail, postage prepaid, or hand delivered with receipt of service simultaneously to all parties at the addresses set forth below. Each party shall have the right to change its address for the receipt of notices, upon the giving of proper notice to all other parties hereto. Whenever a period of time is to be computed from the date of receipt of an item of certified mail, such period shall be computed from the fifth day following the date of mailing and for overnight express the next business day following the date of delivery to the courier.

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

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

(a) provide full information regarding its requirements for the Apartment Complex;

(b) designate a representative who shall be fully acquainted with the scope of the work and has authority to render decisions promptly and furnish information to the Developer expeditiously; and

(c) if the Partnership becomes aware of any fault or defect in the Apartment Complex or nonconformance with any contract or other documents, it shall give prompt written notice thereof to the Developer.

**Section 9. Independent Contractor.** The parties hereto do not intend to create a partnership or any similar association for any purpose pursuant to this Agreement. The Developer shall be an independent contractor for all purposes. As an independent contractor, the Developer shall furnish the services set forth herein as an independent contractor. The Developer shall supply, at its expense, all equipment, supplies, licenses and insurance coverages necessary to perform this Agreement. The Partnership is not obligated to provide and will not provide any medical or health insurance coverage, retirement plan, life or disability insurance or workers' compensation or unemployment insurance. The Developer shall purchase commercial general liability insurance, which insurance shall name the Partnership as an additional named insured and shall provide proof of coverage to the Partnership.

**Section 10. Waiver of Jury Trial.** (a) Each of the parties hereto hereby knowingly, voluntarily and intentionally, after opportunity for consultation with independent counsel, waives its right to trial by jury in any action or proceeding to enforce or defend any rights or obligations (i) under this Agreement, (ii) arising from the financial relationship between the parties existing in connection with this Agreement or (iii) arising from any course of dealing, course of conduct, statement (oral or written) or action of the parties in connection with such financial relationship. (b) No party hereto will seek to consolidate any action in which a jury trial has been waived with any other action in which a jury trial has not been or cannot be waived, unless consolidation is mandatory under any applicable law. (c) The provisions of this Section have been fully negotiated by the parties hereto, and these provisions shall be subject to no exceptions. (d) No party hereto has in any way agreed with or represented to the other party that the provisions of this Section will not be fully enforced in all instances. (e) This Section is a material inducement for the Partnership to enter into this Agreement.


[End of text; signatures begin on following page]

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

Upland Investors, LLLP  
373 Edwin Drive  
Virginia Beach, Virginia 23462

**DEVELOPER:**

UPLAND INVESTORS, LLLP,  
a Virginia limited liability limited partnership

By:   
Name: Steven E. Lawson  
Title: Managing Partner

Miller's Rest Apartments, L.P.  
c/o Lawson Investment Holdings, LLC  
373 Edwin Drive  
Virginia Beach, Virginia 23462

**PARTNERSHIP:**

MILLER'S REST APARTMENTS, L.P.,  
a Virginia limited partnership

By: Miller's Rest Apartments GP, LLC,  
a Virginia limited liability company,  
its General Partner

By:   
Name: Steven E. Lawson  
Title: Manager

38335755\_2

## **Exhibit A**

### **Fee Schedule**

Total Development Fee                      \$1,000,000

Earned in accordance with the following schedule:

- 10% upon completion of the initial development and construction budget
- 10% upon completion of the Plans for construction
- 10% upon closing of the construction loan
- 10% upon recording of notice to proceed
- 10% upon buildings being dried-in
- 20% upon 50% completion
- 30% upon receipt of final certificates of occupancy for the Apartment Complex

100%



B

Virginia State Corporation  
Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, January 22, 2020

This is to certify that the certificate of limited partnership of

### **Miller's Rest Apartments, 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.

Effective date: January 22, 2020



STATE CORPORATION COMMISSION

Attest:

*Joel H. Beck*

\_\_\_\_\_  
Clerk of the Commission

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, January 29, 2020

This is to certify that the certificate of organization of

### **Miller's Rest Apartments GP, LLC**

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

Effective date: January 29, 2020



STATE CORPORATION COMMISSION

Attest:

*Joel H. Beck*

\_\_\_\_\_  
Clerk of the Commission

C

Principal's Previous  
Participation Certification  
(MANDATORY)



## Previous Participation Certification Instructions

### General Instructions:

The following certification:

- Must be completed, regardless of any principal's inclusion on the Developer Experience List.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement. VHDA will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

### Definitions:

*Development* - the proposed multifamily rental housing development

*Participants* - the principals who will participate in the ownership of the development

*Principal* - any person (including any individual, joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity) that (i) with respect to the proposed development, will own or participate in the ownership of the proposed development or (ii) with respect to an existing multifamily rental property, has owned or participated in the ownership of such property, all as more fully described herein below. The person who is the owner of the proposed development or multifamily rental property is considered a principal. In determining whether any other person is a principal, the following guidelines shall govern:

- In the case of a partnership which is a principal (whether as the owner or otherwise), all general partners are also considered principals, regardless of the percentage interest of the general partner;
- In the case of a public or private corporation or organization or governmental entity that is a principal (whether as the owner or otherwise), principals also include the president, vice president, secretary, and treasurer and other officers who are directly responsible to the board of directors or any equivalent governing body, as well as all directors or other members of the governing body and any stockholder having a 25% or more interest;
- In the case of a limited liability company (LLC) that is a principal (whether as the owner or otherwise), all members are also considered principals, regardless of the percentage interest of the member;
- In the case of a trust that is a principal (whether as the owner or otherwise), all persons having a 25% or more beneficial ownership interest in the assets of such trust;
- In the case of any other person that is a principal (whether as the owner or otherwise), all persons having a 25% or more ownership interest in such other person are also considered principals; and

## Instructions, cont'd

- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Please follow guidelines below for listing principals.

- If the owner is a partnership, list the names of all GPs, regardless of % interest in the General Partnership
- If the owner is an LLC, list the names of all members regardless of % interest
- If the owner is a Corporation (public or private), Organization or Governmental Entity, list the names of officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder having a 25% or more interest
- If the owner is a Trust, list the names of all persons having a 25% or more beneficial ownership interest in the assets of the trust
- If the owner is an Individual, list the name of anyone having a 25% or more ownership interest of the named individual

If none of the above applies, list the name of any person that directly or indirectly controls or has the power to control a principal.

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



## Previous Participation Certification

Development Name:  
Name of Applicant (entity):

Miller's Rest Apartments  
Miller's Rest Apartments, LP  
Miller's Rest Apartments GP, LLC

I hereby certify that:

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

**Previous Participation Certification, cont'd**

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

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

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

  
Signature

**Steven E. Lawson**

Printed Name

**02/19/2020**

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



D

# List of LIHTC Developments

(Schedule A)  
**(MANDATORY)**

# List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments  
 Name of Applicant: Miller's Rest Apartments, LP

**INSTRUCTIONS:**

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

Principal's Name: Steven E. Lawson Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Yes 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	Greenlakes Apartments Virginia Beach, VA	Western Atlantic Management Consulting, LLC (757) 499-6161	Yes	150	150	12/15/2003	5/3/2004	No
2	Crosswinds Apartments Chesapeake, VA	Goldmill Apartments, LLLP (757) 499-6161	Yes	109	109	10/3/2004	6/17/2005	No
3	Lexington Park Apartments Norfolk, VA	Huntersville Apartments, LLLP (757) 499-6161	Yes	180	180	12/31/2004	8/15/2005	No
4	Forest Cove I Apartments Chesapeake, VA	Pleasant Park I Apartments, LLLP (757) 499-6161	Yes	101	101	12/31/2004	7/20/2005	No
5	Forest Cove II Apartments Chesapeake, VA	Pleasant Park II Apartments, LLLP (757) 499-6161	Yes	100	100	12/30/2004	7/20/2005	No
6	Forest Cove III Apartments Chesapeake, VA	Pleasant Park III Apartments, LLLP (757) 499-6161	Yes	101	101	12/30/2004	7/20/2005	No
7	Oak Park Apartments Norfolk, VA	Prestige Arms Apartments, LLLP (757) 499-6161	Yes	40	40	12/9/2004	8/12/2005	No
8	Hunters Point I Apartments Chesapeake, VA	Wilmund Park Apartments, LLLP (757) 499-6161	Yes	124	124	12/17/2004	8/19/2005	No
9	Hunters Point II Apartments Chesapeake, VA	Wilmund Court Apartments, LLLP (757) 499-6161	Yes	32	32	11/22/2004	8/12/2005	No
10	Canebreak Apartments Summerville, SC	Canebreak Apartments, LP (757) 499-6161	Yes	120	120	12/1/2005	8/28/2006	No
11	Osprey Place Apartments North Charleston, SC	Osprey Place Apartments, LP (757) 499-6161	Yes	108	72	12/10/2004	2/23/2005	No
12	Belle Hall Apartments Portsmouth, VA	Belle Hall Apartments, LP (757) 499-6161	Yes	120	120	5/14/2009	10/15/2009	No
13	The Rivers Apartments Chesapeake, VA	Lawson Development Associates 2009A, LP - (757) 499-6161	Yes	240	240	6/1/2011	2/9/2012	No
14	Compostella Commons Apartments Chesapeake, VA	Compostella Commons II, LP (757) 499-6161	Yes	132	132	9/26/2012	6/18/2013	No
15	Tidewater Fair Apartments, LP dba The Residences of October Suffolk, VA	Tidewater Fair Apartments, LP (757) 499-6161	Yes	72	72	11/26/2013	9/11/2014	No
16	Baker Woods Apartments Virginia Beach, VA	Baker Woods Apartments, LP (757) 499-6161	Yes	96	96	10/20/2015	5/3/2016	No
17	Baker II Apartments, LP dba Summer Haven Apartments Virginia Beach, VA	Baker II Apartments, LP (757) 499-6161	Yes	57	57	3/30/2017	12/14/2017	No
18	Seaside Harbor Apartments Virginia Beach, VA	Seaside Harbor Apartments, LP (757) 499-6161	Yes	76	76	8/16/2018	4/18/2019	No
19	Tidewater Fair Apartments II, LP dba October Station Apartments Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	Yes	48	48	12/1/2018	9/3/2019	No
20	Tidewater Fair Apartments III, LP dba The Villas at October Suffolk, VA	Tidewater Fair Apartments III, LP (757) 499-6161	Yes	39	39	12/28/2017	6/6/2019	No
21	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	Yes	48	48	TBD	TBD	No
22	Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	Yes	48	48	TBD	TBD	No
23	The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	Yes	246	246	TBD	TBD	No
24	Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	Yes	80	80	TBD	TBD	No
25	The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499-6161	Yes	200	200	TBD	TBD	No
26	The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	Yes	342	342	TBD	TBD	No
27	Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	Yes	84	84	TBD	TBD	No
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

**1st PAGE**  
**TOTAL:** 3,093 3,057 **LIHTC as % of**  
99% **Total Units**

# List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments  
 Name of Applicant: Miller's Rest Apartments, LP

**INSTRUCTIONS:**

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

Principal's Name: Carl L. Hardee Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No 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	Belle Hall Apartments Portsmouth, VA	Belle Hall Apartments, LP (757) 499-6161	No	120	120	5/14/2009	10/15/2009	No
2	The Rivers Apartments Chesapeake, VA	Lawson Development Associates 2009A, LP - (757) 499-6161	No	240	240	6/1/2011	2/9/2012	No
3	Campostella Commons Apartments Chesapeake, VA	Campostella Commons II, LP (757) 499-6161	No	132	132	9/26/2012	6/18/2013	No
4	Tidewater Fair Apartments, LP dba The Residences of October Suffolk, VA	Tidewater Fair Apartments, LP (757) 499-6161	No	72	72	11/26/2013	9/11/2014	No
5	Baker Woods Apartments Virginia Beach, VA	Baker Woods Apartments, LP (757) 499-6161	No	96	96	10/20/2015	5/3/2016	No
6	Baker II Apartments, LP dba Summer Haven Apartments Virginia Beach, VA	Baker II Apartments, LP (757) 499-6161	No	57	57	3/30/2017	12/14/2017	No
7	Seaside Harbor Apartments Virginia Beach, VA	Seaside Harbor Apartments, LP (757) 499-6161	No	76	76	8/16/2018	4/18/2019	No
8	Tidewater Fair Apartments II, LP dba October Station Apartments Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	No	48	48	12/1/2018	9/3/2019	No
9	Tidewater Fair Apartments III, LP dba The Villas at October Suffolk, VA	Tidewater Fair Apartments III, LP (757) 499-6161	No	39	39	12/28/2017	6/6/2019	No
10	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	TBD	TBD	No
11	Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	No	48	48	TBD	TBD	No
12	The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	No	246	246	TBD	TBD	No
13	Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
14	The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499 - 6161	No	200	200	TBD	TBD	No
15	The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
16	Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 1,928 1,928 LIHTC as % of Total Units 100%

# List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments  
 Name of Applicant: Miller's Rest Apartments, LP

**INSTRUCTIONS:**

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

Principal's Name: Aaron J. Phipps Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No 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	Seaside Harbor Apartments Virginia Beach, VA	Seaside Harbor Apartments, LP (757) 499-6161	No	76	76	8/16/2018	4/18/2019	No
2	Tidewater Fair Apartments II, LP dba October Station Apartments Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	No	48	48	12/1/2018	9/3/2019	No
3	Tidewater Fair Apartments III, LP dba The Villas at October Suffolk, VA	Tidewater Fair Apartments III, LP (757) 499-6161	No	39	39	12/28/2017	6/6/2019	No
4	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	TBD	TBD	No
5	Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	No	48	48	TBD	TBD	No
6	The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	No	246	246	TBD	TBD	No
7	Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
8	The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499-6161	No	200	200	TBD	TBD	No
9	The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
10	Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 1,211 1,211

LIHTC as % of Total Units 100%

# List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments  
 Name of Applicant: Miller's Rest Apartments, LP

**INSTRUCTIONS:**

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

Principal's Name: Susan L. Glancy Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No 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	Seaside Harbor Apartments Virginia Beach, VA	Seaside Harbor Apartments, LP (757) 499-6161	No	76	76	8/16/2018	4/18/2019	No
2	Tidewater Fair Apartments II, LP dba October Station Apartments Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	No	48	48	12/1/2018	9/3/2019	No
3	Tidewater Fair Apartments III, LP dba The Villas at October Suffolk, VA	Tidewater Fair Apartments III, LP (757) 499-6161	No	39	39	12/28/2017	6/6/2019	No
4	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	TBD	TBD	No
5	Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	No	48	48	TBD	TBD	No
6	The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	No	246	246	TBD	TBD	No
7	Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
8	The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499 - 6161	No	200	200	TBD	TBD	No
9	The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
10	Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
TOTAL: 1,211 1,211

LIHTC as % of  
100% Total Units

# List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments  
 Name of Applicant: Miller's Rest Apartments, LP

**INSTRUCTIONS:**

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

Kristopher L. Knepper Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* No  
 Principal's Name: Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member of 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	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	TBD	TBD	No
2	Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	No	48	48	TBD	TBD	No
3	The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	No	246	246	TBD	TBD	No
4	Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
5	The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499 - 6161	No	200	200	TBD	TBD	No
6	The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
7	Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
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**1st PAGE**  
**TOTAL:** 1,048 1,048

**LIHTC as % of**  
 100% **Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments  
 Name of Applicant: Miller's Rest Apartments, LP

**INSTRUCTIONS:**

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

Principal's Name: Robert R. Lawson Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No Y or N

Development No.	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	Greenlakes Apartments Virginia Beach, VA	Western Atlantic Management Consulting, LLC - (757) 499-6161	No	150	150	12/15/2003	5/3/2004	No
2	Canebreak Apartments Summerville, SC	Canebreak Apartments, LP (757) 499-6161	No	120	120	12/1/2005	8/28/2006	No
3	Osprey Place Apartments North Charleston, SC	Osprey Place Apartments, LP (757) 499-6161	No	108	72	12/10/2004	2/23/2005	No
4	Seaside Harbor Apartments Virginia Beach, VA	Seaside Harbor Apartments, LP (757) 499-6161	No	76	76	8/16/2018	4/18/2019	No
5	Tidewater Fair Apartments II, LP dba October Station Apartments Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	No	48	48	12/1/2018	9/3/2019	No
6	Tidewater Fair Apartments III, LP dba The Villas at October Suffolk, VA	Tidewater Fair Apartments III, LP (757) 499-6161	No	39	39	12/28/2017	6/6/2019	No
7	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	TBD	TBD	No
8	Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	No	48	48	TBD	TBD	No
9	The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	No	246	246	TBD	TBD	No
10	Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
11	The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499-6161	No	200	200	TBD	TBD	No
12	The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
13	Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 1,589 1,553 LIHTC as % of Total Units 98%

# List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments  
 Name of Applicant: Miller's Rest Apartments, LP

**INSTRUCTIONS:**

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

Principal's Name: Michael A. Lawson Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No Y or N

Development No.	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	Greenlakes Apartments Virginia Beach, VA	Western Atlantic Management Consulting, LLC - (757) 499-6161	No	150	150	12/15/2003	5/3/2004	No
2	Canebreak Apartments Summerville, SC	Canebreak Apartments, LP (757) 499-6161	No	120	120	12/1/2005	8/28/2006	No
3	Osprey Place Apartments North Charleston, SC	Osprey Place Apartments, LP (757) 499-6161	No	108	72	12/10/2004	2/23/2005	No
4	Seaside Harbor Apartments Virginia Beach, VA	Seaside Harbor Apartments, LP (757) 499-6161	No	76	76	8/16/2018	4/18/2019	No
5	Tidewater Fair Apartments II, LP dba October Station Apartments Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	No	48	48	12/1/2017	9/3/2019	No
6	Tidewater Fair Apartments III, LP dba The Villas at October Suffolk, VA	Tidewater Fair Apartments III, LP (757) 499-6161	No	39	39	12/28/2017	6/6/2019	No
7	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	TBD	TBD	No
8	Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	No	48	48	TBD	TBD	No
9	The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	No	246	246	TBD	TBD	No
10	Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
11	The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499-6161	No	200	200	TBD	TBD	No
12	The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
13	Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 1,589 1,553 LIHTC as % of Total Units 98%



# List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments  
 Name of Applicant: Miller's Rest Apartments, LP

**INSTRUCTIONS:**

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

Principal's Name: Jeffrey A. Lawson Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No 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	Greenlakes Apartments Virginia Beach, VA	Western Atlantic Management Consulting, LLC - (757) 499-6161	No	150	150	12/15/2003	5/3/2004	No
2	Canebreak Apartments Summerville, SC	Canebreak Apartments, LP (757) 499-6161	No	120	120	12/1/2005	8/28/2006	No
3	Osprey Place Apartments North Charleston, SC	Osprey Place Apartments, LP (757) 499-6161	No	108	72	12/10/2004	2/23/2005	No
4	Seaside Harbor Apartments Virginia Beach, VA	Seaside Harbor Apartments, LP (757) 499-6161	No	76	76	8/16/2018	4/18/2019	No
5	Tidewater Fair Apartments II, LP dba October Station Apartments Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	No	48	48	12/1/2018	9/3/2019	No
6	Tidewater Fair Apartments III, LP dba The Villas at October Suffolk, VA	Tidewater Fair Apartments III, LP (757) 499-6161	No	39	39	12/28/2017	6/6/2019	No
7	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	TBD	TBD	No
8	Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	No	48	48	TBD	TBD	No
9	The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	No	246	246	TBD	TBD	No
10	Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
11	The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499-6161	No	200	200	TBD	TBD	No
12	The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
13	Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
 TOTAL: 1,589 1,553

LIHTC as % of  
 98% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments  
 Name of Applicant: Miller's Rest Apartments, LP

**INSTRUCTIONS:**

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

Principal's Name: Hampton Roads Development Corporation Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No  
 Y or N

Development #	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Campostella Commons, Chesapeake, VA	Campostella Commons, LP - (757) 724-3270	Yes	132	132	12/17/1993	4/16/1996	No
2	Chesapeake Crossing Seniors Community One, Chesapeake, VA	Chesapeake Crossing Seniors Community One, LP - (757) 724-3270	Yes	159	159	11/16/1992	12/31/1992	No
3	Chesapeake Crossing Seniors Community Two, Chesapeake, VA	Chesapeake Crossing Seniors Community Two, LP - (757) 724-3270	Yes	135	135	12/21/1993	7/27/1995	No
4	Chesapeake Crossing Seniors Community Three, Chesapeake, VA	Chesapeake Crossing Seniors Community Three, LP - (757) 724-3270	Yes	228	228	6/23/1997	2/17/1999	No
5	Tidewater Fair Apartments, LP dba The Residences at October, Suffolk, VA	Tidewater Fair Apartments, LP - (757) 499-6161	No	72	72	11/26/2013	9/11/2014	No
6	Baker Woods Apartments, Virginia Beach, VA	Baker Woods Apartments, LP - (757) 499-6161	No	96	96	10/20/2015	5/3/2016	No
7	Baker Woods Apartments II, LP dba Summer Haven Apartments, Virginia Beach, VA	Baker II Apartments, LP - (757) 499-6161	No	57	57	10/20/2015	5/3/2016	No
8	Tidewater Fair Apartments II, LP dba October Station Apartments, Suffolk, VA	Tidewater Fair Apartments II, LP - (757) 499-6161	No	48	48	12/1/2018	9/3/2019	No
9	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	TBD	TBD	No
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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.

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments  
 Name of Applicant: Miller's Rest Apartments, LP

**INSTRUCTIONS:**

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

H. Scott Hardison - Managing Director - Hampton Roads  
Development Corporation

**Controlling GP (CGP) or 'Named' Managing  
 Member of Proposed property?\*** No  
 Y or N

Principal's Name:

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"	
1	Campostella Commons, Chesapeake, VA	Campostella Commons, LP - (757) 724-3270	Yes	132	132	12/17/1993	4/16/1996	No
2	Chesapeake Crossing Seniors Community One, Chesapeake, VA	Chesapeake Crossing Seniors Community One, LP - (757) 724-3270	Yes	159	159	11/16/1992	12/31/1992	No
3	Chesapeake Crossing Seniors Community Two, Chesapeake, VA	Chesapeake Crossing Seniors Community Two, LP - (757) 724-3270	Yes	135	135	12/21/1993	7/27/1995	No
4	Chesapeake Crossing Seniors Community Three, Chesapeake, VA	Chesapeake Crossing Seniors Community Three, LP - (757) 724-3270	Yes	228	228	6/23/1997	2/17/1999	No
5	Tidewater Fair Apartments, LP dba The Residences at October, Suffolk, VA	Tidewater Fair Apartments, LP - (757) 499-6161	No	72	72	11/26/2013	9/11/2014	No
6	Baker Woods Apartments, Virginia Beach, VA	Baker Woods Apartments, LP - (757) 499-6161	No	96	96	10/20/2015	5/3/2016	No
7	Baker Woods Apartments II, LP dba Summer Haven Apartments, Virginia Beach, VA	Baker II Apartments, LP - (757) 499-6161	No	57	57	10/20/2015	5/3/2016	No
8	Tidewater Fair Apartments II, LP dba October Station Apartments, Suffolk, VA	Tidewater Fair Apartments II, LP - (757) 499-6161	No	48	48	12/1/2018	9/3/2019	No
9	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	TBD	TBD	No
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**1st PAGE**  
**TOTAL:** 975 975 **LIHTC as % of**  
 100% **Total Units**

E

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

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), is made this 1 day of January, 2020, by and between FLIPPED, LLC, a Virginia limited liability company, herein referred to as "Seller"; and THE LAWSON COMPANIES, INC., a Virginia corporation, or assigns, herein referred to as "Buyer"; and provides as follows:

### WITNESSETH:

1. **Property.** Seller agrees to sell and Buyer agrees to buy at the price and upon the terms and conditions herein set forth that certain vacant parcel of land consisting of approximately 24.928 acres of land, together with any improvements thereon, located at 6100 Old Mill Road, Lynchburg, (the "City"), Virginia, and with a GPIN Number of 23806002. Said property is described in Exhibit A hereto, which description will be more particularly described by the survey to be obtained by Buyer in accordance with the terms hereof (herein referred to as the "Property"). The Property shall include: (i) all easements or rights-of-way affecting or appurtenant to the Property and any of Seller's rights to use same; (ii) all right, title and interest of Seller in and to all rights of ingress and egress to and from the Property; (iii) any right, title and interest of Seller in and to any and all public roads, streets and ways, opened or proposed, affecting or bounding the Property; and (iv) any right, title and interest of Seller in and to any and all strips or pieces of property abutting, bounding or which are adjacent to the Property.

2. **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be Six Hundred Thousand and No/100 Dollars (\$600,000.00). The Purchase Price shall be payable as follows:

(a) The sum of Thirty Thousand and No/100 Dollars (\$30,000.00) shall be deposited with Williams Mullen as Escrow Agent (herein referred to as "Escrow Agent") within five (5) business days after the execution of this Agreement by both parties. Said money shall be held by Escrow Agent in accordance with the terms hereof as an earnest money deposit (the "Initial Deposit"). The Initial Deposit shall be fully refundable until expiration of the Due Diligence Period (as defined below) and as otherwise provided in this Agreement. Within five (5) business days after the expiration of the Due Diligence Period, Buyer shall deposit with Escrow Agent an additional Thirty Thousand and No/100 Dollars (\$30,000.00) (the "Additional Deposit"). The Initial Deposit and the Additional Deposit may be referred to herein collectively as the "Deposit."

(b) The balance of the Purchase Price minus the Deposit, shall be paid by Buyer to Seller by wire transfer of immediately available funds at Closing hereunder. Likewise, Escrow Agent shall release to Seller the Deposit at Closing hereunder.

3. **Closing.** The closing of the sale and purchase of the Property (the "Closing") shall be held through an escrow with the Title Company or a mutually acceptable place of business on or before thirty (30) days after the satisfaction of the conditions as stated in Paragraph 11 of this Agreement, but in no case later than June 15, 2021 ("Outside Closing Date"), unless extended as set forth herein. Buyer shall have the right to extend the Outside Closing Date for two (2) periods of ninety (90) days each upon written notice to Seller prior to the expiration of the original or

extended date of Closing. Buyer's written extension notice to Seller shall include an additional deposit of Five Thousand and No/100 Dollars (\$5,000.00) for each extension, which extension deposits shall be non-refundable, earned by Seller and released to Seller upon deposit, but shall apply to the Purchase Price at Closing. Notwithstanding the foregoing, in the event the transaction fails to close due to a default by Seller then any extension deposits paid to Seller shall be refunded to Buyer. Seller agrees to deliver title and possession of the Property to Buyer at Closing by General Warranty Deed.

4. **Title.** The Property shall be conveyed and accepted subject only to those certain matters identified below as "Permitted Exceptions." Promptly after the commencement of the Due Diligence Period, Buyer shall obtain a title insurance commitment (the "Title Commitment") for an owner's title insurance policy from a title company licensed to transact business in the Commonwealth of Virginia and chosen by Buyer (the "Title Company"). Buyer shall be responsible for and pay the cost of the title examination and the issuance of the Title Commitment and policy. Promptly after the commencement of the Due Diligence Period, Buyer may, at its expense, obtain an ALTA survey of the Property (the "Survey"). Prior to the expiration of the Due Diligence Period, Buyer shall inform Seller in writing (the "Title Objection Notice") as to any title defects or other objections regarding the Property that are disclosed by the Title Commitment and/or Survey and that, in Buyer's sole discretion, adversely affect Buyer's intended use of the Property for multi-family housing. Within five (5) days after Seller's receipt of the Title Objection Notice, Seller shall notify Buyer whether it is willing to cure Buyer's title objections (the "Seller's Cure Notice"). If Seller is unwilling to cure Buyer's title objections (or is deemed to be unwilling to cure the Buyer's title objections because Seller did not deliver a Seller's Cure Notice within the required timeframe), then Buyer may, at its option, either (i) terminate this Agreement by giving Seller and Escrow Agent written notice of such termination prior to the end of the Due Diligence Period, or (ii) waive such objections and proceed to Closing, with no reduction in the Purchase Price. If Buyer elects to terminate this Agreement pursuant to this Paragraph 4, the Initial Deposit shall be refunded to Buyer and the parties hereto shall have no further obligations or liabilities to one another hereunder, except as expressly set forth herein. If Seller elects to remedy any of Buyer's title objections, then Seller shall use reasonable diligence in doing so. If Seller is unable to remedy all of Buyer's objections, as provided in the Seller's Cure Notice, to Buyer's reasonable satisfaction, prior to Closing, then Buyer may elect to proceed to Closing or terminate this Agreement and receive a full refund of the Deposit and each party shall be relieved of all obligations hereunder, except as otherwise expressly set forth herein. All items of record not objected to by Buyer or waived by Buyer pursuant to this Paragraph 4 shall be "Permitted Exceptions." However, any deeds of trust, mortgages, judgments, delinquent taxes or any other liens which may be satisfied by the payment of money shall not be Permitted Exceptions (regardless of whether Buyer included such liens in its Title Objection Notice) and shall be either paid by Seller prior to Closing or paid by the Title Company with funds received at Closing.

Notwithstanding Buyer's obligation to provide its Title Objection Notice within the time frame specified above, Buyer reserves the right to object to any new title matters which either were not shown in the original Title Commitment or not of record as of the date of the original Title Commitment. Buyer may provide an additional Title Objection Notice regarding such new title matters within five (5) days after receiving any new Title Commitment showing such additional matters, and Seller and Buyer shall have the same response times as specified above.

5. **Risk of Loss.** In the event that at any time prior to Closing all or a portion of the Property is acquired by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof, Buyer shall have the right to terminate this Agreement and Escrow Agent shall forthwith return to Buyer the Deposit made by Buyer. If Buyer accepts the Property following a condemnation, then Seller shall assign to Buyer all of Seller's rights in and to the proceeds of the condemnation and the Purchase Price shall be reduced only by the amount of any awards or damages owed to or received by Seller.

6. **Due Diligence Inspection.** Within five (5) business days after the Effective Date, Seller shall deliver to Buyer copies of the Property related documents and materials listed on Exhibit B attached hereto (collectively, the "Seller's Materials"). During the term of this Agreement, Buyer, its agents, engineers, contractors and other representatives (collectively "Buyer's Agents") shall have the right to go upon the Property for the purpose of conducting such inspections, investigations and tests (the "Inspections") as Buyer, in its sole discretion, deems necessary or desirable in connection with the purchase of the Property, including without limitation, making surveys, examinations, inspections, rezoning applications, appraisals, environmental assessments, wetlands delineations, soil tests and borings. Buyer agrees to indemnify, defend and save Seller harmless of and from all claims, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising from the negligence of Buyer's Agents in inspecting the Property (provided, however, that the foregoing indemnity shall not apply to any diminution in the value of the Property based upon the reports obtained by Buyer). For the period commencing on the Effective Date and ending at 5:00 pm (EST) on the date that is the earlier of: (i) fifteen (15) days after Buyer receives written confirmation that Buyer has been awarded an allocation by the Virginia Housing Development Authority ("VHDA") of 9% Low Income Housing Tax Credits in an amount and form sufficient to acquire the Property and to construct at least an 80 unit multi-family housing complex thereon, or (ii) June 15, 2020 (the "Due Diligence Period"), Buyer shall have the right to terminate this Agreement, if as a result of Buyer's Inspections or for any other reason, Buyer determines, in its sole and absolute discretion, that it is not in Buyer's interest to purchase the Property. If Buyer notifies Seller in writing that Buyer is terminating the Agreement (for any reason or no reason) on or prior to the expiration of the Due Diligence Period, then this Agreement will be deemed terminated, the Initial Deposit will be returned by Escrow Agent to Buyer and the parties will have no further obligations under this Agreement except for those terms that expressly survive termination. If Buyer terminates this Agreement pursuant to this Section 6 then within five (5) business days after Buyer delivers notice of its termination Buyer shall deliver pdf. copies of all non-confidential reports pertaining to the Property that were prepared by any third parties as part of Buyer's Inspections, including the Survey, the Title Commitment and any environmental reports; provided, however, under no circumstances shall Buyer be required to deliver any internally-prepared studies or reports. Buyer makes no representations or warranties, either expressed or implied, and shall have no liability with respect to the accuracy or completeness of any third party reports delivered to Seller.

7. **Pro-rations and Closing Costs.**

(a) **Tax Prorations.** Ad valorem taxes and assessments shall be prorated as of midnight on the date of Closing. If the amount of the Closing tax year's property taxes are not

available on the Closing Date, such taxes will be prorated based upon the prior tax year's assessment; however, said taxes shall thereafter be re-prorated by and between Seller and Buyer upon receipt by Seller or Buyer from the taxing authorities of the statement or statements therefor for the year in which Closing occurs. Any roll back or land use taxes shall be the sole responsibility of Seller and shall be paid at Closing.

(b) **Other Prorations.** Other apportionable items, if any, are to be pro-rated as of the date of Closing.

(c) **Closing Costs.** Seller shall pay for: (i) the Virginia Grantor's Tax incurred in connection with the recordation of the Deed, (ii) the costs of preparation of the Deed and any other documents required to be delivered by Seller at Closing, (iii) one-half (1/2) of the settlement and closing fees charged by the Title Company, (iv) the costs and expenses of recording any instruments required to discharge any of the liens or encumbrances against the Property required to be discharged by Seller at Closing, and (v) expenses Seller might incur in connection with its election to remove Title Objections. Buyer shall pay for: (i) the Virginia "Grantee Tax" incurred in connection with the recordation of the Deed, (ii) all costs for the Title Commitment and premiums for any title policy issued to Buyer, (iii) all costs and expenses for or in connection with any loan(s) obtained by Buyer in connection with the purchase of the Property, (iv) all of Buyer's due diligence costs and expenses incurred in connection with the Inspections, (v) one-half (1/2) of the settlement and closing fees charged by the Title Company, and (vii) all other costs and expenses Buyer incurs in connection with Closing. Buyer and Seller shall pay for their respective attorney's fees and costs.

8. **Deliveries at Closing.** Seller shall deliver to Buyer at or before the Closing the following:

(a) A General Warranty Deed (the "Deed") in form sufficient for recording, conveying good and marketable fee simple title to the Property, free and clear of all liens, restrictions and encumbrances, other than the Permitted Exceptions, in a form acceptable to Buyer. If so requested by Buyer, the Deed shall include a quitclaim provision quitclaiming the Property to Buyer using the property description provided in Buyer's Survey;

(b) A Seller's affidavit as to mechanic's liens and Seller having no knowledge of any entity entitled to possession, as required by Buyer's title insurance company;

(c) A non-foreign affidavit;

(d) The information required to file a Form 1099 with the Internal Revenue Service, if one is required;

(e) The information required to file a Virginia Form R-5 or R-5E with the Virginia Department of Taxation, if one is required;

(f) Assignment to Buyer of all surveys, plats, studies, reports and other information related to the Property and provided to Buyer by Seller that Seller has any interest in;



(g) An assignment of any permits or approvals obtained by Seller in connection with Seller's ownership of the Property;

(h) A settlement or closing statement;

(i) Such other documents, instruments (of conveyance or otherwise), affidavits or resolutions as reasonably requested by the Title Company or Buyer; and

(j) Vacant possession of the Property with all personal property removed from the Property.

Buyer shall deliver the Purchase Price to Seller together with an executed counterpart of the settlement or closing statement at Closing.

**9. Seller's Representations and Warranties.** Seller warrants and represents as of the date of this Agreement and as of the Closing and, where indicated, agrees as follows:

(a) **Organization; Authority.** Seller is duly organized and validly existing under the laws of the Commonwealth of Virginia. Seller is authorized to transact business in the Commonwealth of Virginia, and has full power and authority to enter into and perform this Agreement in accordance with its terms. The person executing this Agreement has been duly authorized to do so on behalf of Seller.

(b) **Authorization; Validity.** The execution and delivery of this Agreement by Seller and Seller's consummation of the transactions contemplated by this Agreement have been duly and validly authorized. Assuming the valid execution and delivery of this Agreement by Buyer, this Agreement constitutes a legal, valid and binding agreement of Seller enforceable against it in accordance with its terms.

(c) **Title.** Seller is the owner in fee simple of the Property.

(d) **Sale Agreements.** The Property is not subject to any outstanding agreement of sale, option or other right of any third party to acquire any interest therein, except this Agreement.

(e) **Litigation.** There is no litigation or proceeding pending, or to the best of Seller's knowledge, threatened against Seller relating to the Property or which would adversely affect Seller's ability to close on the sale of the Property.

(f) **Leases and Agreements.** There are no leases affecting the Property, oral or written, and Seller has not entered into any contracts, subcontracts or agreements affecting the Property which will be binding upon Buyer after Closing.

(g) **Bankruptcy.** Neither Seller nor the Property is the subject of any insolvency or bankruptcy proceedings, nor the subject of any suit or proceeding at law or in equity or otherwise the result of which might affect Seller's ability to convey the Property, or which might impose a lien or encumbrance on the Property following the date hereof.

(h) **Condemnation.** Seller has no knowledge that either the whole or any portion of the Property, including access thereto or any easement benefitting the Property, is subject to temporary requisition of use by any governmental authority or has been condemned, or taken in any proceeding similar to a condemnation proceeding, nor is there now pending or threatened any condemnation or similar proceeding against the Property or any portion thereof. Seller has received no notice nor has any knowledge that any such proceeding is contemplated.

(i) **Governmental Matters.** Seller has received no notices from any governmental authorities or agencies and has no knowledge of uncured violations at the Property of any applicable codes, rules, ordinances or regulations, environmental and hazardous substances laws, or other rules, ordinances or regulations relating to the Property.

(j) **Environmental Matters.** During Seller's ownership of the Property, (i) Seller has received no written notice from any governmental body or agency of any violations of any environmental permits or environmental laws concerning the Property that has not been cured, (ii) Seller has not used or operated the Property in any manner for the storage, use, treatment, manufacture or disposal of any Hazardous Substances (as hereinafter defined) in violation of any Environmental Laws and Regulations (as hereinafter defined), and (iii) to Seller's knowledge, there have been no releases, discharges or leakages of any Hazardous Substance on or to the Property that have not been cured. For purposes hereof, the term Hazardous Substances mean any and all toxic, regulated or hazardous waste, material, substance or pollutant as defined within, governed by, or regulated, limited or prohibited by any Environmental Laws and Regulations. Environmental Laws and Regulations means any law, ordinance, rule, regulation, permit, license, order, judgment, injunction or decree relating to the prevention, remediation, reduction, or control of pollution or protection of the environment or any environmental media, including, without limitation, the Resource Conservation Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Emergency Planning and Community Right-to-Know Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, any similar state and local laws, all amendments and supplements to any of the foregoing, and all regulations and publications promulgated or issued pursuant thereto.

(k) **Binding Commitments.** Seller has made no commitments to any governmental authority, utility company or to any organization, group or individual relating to the Property which would impose an obligation on Buyer or its successors or assigns to make any contribution of money or dedication of land or to construct, install or maintain any improvements of a public or private nature on or off of the Property.

(l) **OFAC Compliance.** Seller is not, nor will it become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism),

or other governmental action, and Seller is not engaged and will not become engaged in any dealings or transactions or be otherwise associated with such persons or entities.

(m) **Inaccuracies and Corrections.** Should any of the foregoing representations and warranties be or become inaccurate in any material respect between the date hereof and Closing, then Buyer shall give written notice to Seller specifying which representations and warranties are or have become inaccurate and Seller shall have thirty (30) days within which to take all actions necessary to correct said inaccuracies; provided, that if said inaccuracies cannot be corrected within thirty (30) days and Seller is proceeding diligently to correct the inaccuracies, Seller may have an additional sixty (60) days to correct the inaccuracies. If Seller is unable to correct all the inaccuracies within the periods specified herein, or Seller refuses to take the actions necessary to correct all inaccuracies, then the Buyer may either (i) cancel this Agreement whereupon this Agreement shall terminate, the Deposit (including any extension deposits) shall be refunded to Buyer and neither party shall have any further rights or obligations hereunder except those rights and obligations which expressly survive Closing or earlier termination of this Agreement, or (ii) close on the Property, waive such inaccuracy and the Purchase Price shall remain unchanged.

The representations and warranties made by Seller in this Section shall survive Closing for a period of eighteen (18) months after the date of the Closing.

10. **Buyer's Warranties.** Buyer hereby warrants and represents as of the date of this Agreement and as of the Closing and agrees as follows:

(a) **Organization; Authority.** Buyer is a corporation duly organized, validly existing and in good standing in the Commonwealth of Virginia. Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms, and the person executing this Agreement on behalf of Buyer has been duly authorized to do so.

(b) The individual(s) executing this Agreement and the documents required hereby to be executed by Buyer or on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

(c) The execution, delivery and performance of this Agreement by Buyer have been duly authorized by all necessary actions and this Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(d) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Buyer do not, and will not, require the consent or approval of, or filing with, any court or governmental authority or constitute an event of default under any agreement affecting Buyer.

(e) This Agreement constitutes a legal, valid, and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

The representations and warranties made by Buyer in this Section shall survive Closing for a period of eighteen (18) months after the date of the Closing.

11. **Conditions to Closing.** Buyer's obligations to close on the purchase of the Property in accordance with the terms hereof is expressly conditioned upon the occurrence of the following prior to the Closing:

(a) The obligations of Seller contained in this Agreement shall have been performed in all respects and Seller shall have delivered all of the Seller's closing deliverables pursuant to Section 8 above.

(b) The Title Company shall be committed to issue to Buyer an owner's policy of title insurance pursuant to the terms of the Title Commitment in the amount of the Purchase Price without exception for any mechanic's liens or other encumbrances, subject only to the Permitted Exceptions.

(c) An allocation to Buyer or its assigns by VHDA of 9% Low Income Housing Tax Credits in an amount and form sufficient to acquire the Property and to construct at least an 80 unit multi-family housing complex thereon.

(d) Receipt by Buyer of a commitment satisfactory to Buyer covering the sale of the Low Income Housing Tax Credits to an investor.

(e) Receipt by Buyer of commitments for construction and/or permanent financing on terms and conditions satisfactory to Buyer.

(f) Receipt by Buyer of approval by the various departments of the City of Lynchburg for the site plan for the Property and the improvements to be constructed thereon and either issuance of the building permits or a letter stating that the permits are approved and ready for issuance upon payment of the applicable fees and costs.

(g) Receipt by Buyer of all necessary or desirable Project Based Vouchers from Lynchburg Redevelopment Housing Authority and all necessary or desirable approvals from the U.S. Department of Housing and Urban Development.

The foregoing conditions must be either satisfied or waived by Buyer on or before the Outside Closing Date, as it may be extended pursuant to the terms hereof. If conditions (a) and/or (b) have not been satisfied, then Buyer may either (i) terminate this Agreement by written notice to Seller and Escrow Agent, in which event the Deposit (including any extension deposits) shall be returned to Buyer and thereafter neither party shall have any further rights against or obligations to the other party, except as expressly set forth herein or (ii) waive the unsatisfied condition or conditions and proceed to Closing without any adjustment in the Purchase Price. If any of the conditions (c) – (g) have not been satisfied, then Buyer may either (i) terminate this Agreement by written notice to Seller and Escrow Agent, in which event only the Additional Deposit shall be returned to Buyer, the Initial Deposit (and any extension deposits) shall be delivered to Seller, and thereafter neither party shall have any further rights against or obligations to the other party, except as expressly set forth herein or (ii) waive the unsatisfied condition or conditions and proceed to Closing without any adjustment in the Purchase Price.

12. **Agency and Commissions.** The parties acknowledge and agree that Seller has engaged Gary Case of the Gary W. Case and Company, Inc. ("Seller's Broker"), as its agent for the sale of the Property. Seller shall be responsible for all fees and/or commissions owed to Seller's Broker. Buyer has not engaged the service of any agent or broker in connection with its purchase of the Property. Buyer shall indemnify and hold Seller harmless from and against any claims for commissions, arising from the actions of Buyer in connection with this purchase and sale, and Seller shall indemnify and hold Buyer harmless from and against any claims for commissions, arising from the actions of Seller in connection with this purchase and sale, including without limitation all commission, claims, and/or actions of Seller's Broker.

It is understood by all parties that Carl L. Hardee, President of The Lawson Companies, Inc., and of Lawson Realty Corporation (affiliates of Buyer) is a Real Estate Broker in Virginia, North Carolina, South Carolina and Mississippi, but will not receive a commission on this sale. It is also understood that Kristopher L. Knepper and Frederick P. Fletcher of The Lawson Companies, Inc., are licensed real estate agents in Virginia, but will not receive a commission in connection this transaction.

13. **Defaults.**

(a) In the event Buyer defaults in the purchase of the Property or otherwise defaults in the performance of Buyer's obligations hereunder and such default continues for a period of fifteen (15) after written notice from Seller, and Seller is not in default, then the Deposit shall be paid to Seller by Escrow Agent as liquidated damages as Seller's sole remedy, this Agreement shall be cancelled, and none of the parties hereto shall have any further rights against, or obligations to, the other parties, except as otherwise expressly provided herein. The parties hereby agree that the actual damages to Seller in the event of a Buyer default (beyond any cure period) are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof. Seller hereby expressly waiving and relinquishing any and all other remedies at law or in equity. Seller's right to receive the Deposit is intended not as a penalty, but as full liquidated damages. The right to receive the Deposit as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer: (a) for specific performance of this Agreement, or (b) to recover any damages of any nature or description other than or in excess of the Deposit.

(b) In the event Seller defaults in the performance of Seller's obligations hereunder and such default continues for a period of fifteen (15) days after written notice from Buyer, and Buyer is not in default, then Buyer shall be entitled to exercise any of the following remedies, at Buyer's election, and no others: (i) to purchase the Property notwithstanding such default, in which event such default shall be deemed to be waived; (ii) to terminate this Agreement, in which event Buyer shall be entitled to the return of its Deposit (including any extension deposits) plus reimbursement from Seller for all reasonable, out-of-pocket costs and expenses actually incurred by Buyer in connection with the transaction contemplated by this Agreement, and the parties shall have no further obligations hereunder, except as otherwise expressly provided herein; or (iii) to bring suit to compel specific performance of this Agreement.

(c) Notwithstanding anything in this Agreement to the contrary, for purposes of Sections 13 (a) and (b) above, the term "Deposit" shall only include the Initial Deposit if the default occurs prior to the expiration of the Due Diligence Period and shall include the Initial

Deposit and the Additional Deposit if the default occurs after the expiration of the Due Diligence Period.

(d) In the event of a default hereunder, the defaulting party shall pay the reasonable attorney's fees and court costs (and/or mediation fees) incurred by the non-defaulting party in enforcing the terms of this Agreement.

14. **Notices.** All notices and communications hereunder, including change of address, shall be in writing and shall be deemed to have been duly given when delivered by hand or by electronic transmission (email or fax), three (3) business days after being deposited at the U. S. Postal Service by certified mail, first class, postage prepaid, return receipt requested, or one (1) business day after delivery to a reputable overnight delivery service with charges prepaid, addressed as follows:

(a) If to Seller: Flipped, LLC  
ATTN PHILLIP JAMERSON  
1640 CONFEDERATE BLVD.  
APPROXIMATELY, VA 24522

With copy to: GARY W. CASE & CO., INC  
ATTN: GARY W. CASE  
307 BROOK PARK PLACE  
FOREST, VA 24551

(b) If to Buyer: The Lawson Companies, Inc.  
373 Edwin Drive  
Virginia Beach, Virginia 23462  
Attention: Mr. Kristopher L. Knepper

With copy to: Howard E. Gordon  
Williams Mullen  
999 Waterside Drive, Suite 1700  
Norfolk, Virginia 23510

(c) If to Escrow Agent: Williams Mullen  
999 Waterside Drive, Suite 1700  
Norfolk, Virginia 23510  
Attention: Mr. Howard E. Gordon

15. **Successors.** The parties to this Agreement mutually agree that it shall be binding upon them and each of their successors, heirs, personal representatives and permitted assigns. This Agreement contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, warranties or representations, oral or written, not herein contained. This Agreement may not be amended except by written agreement between the parties hereto (provided, however, Escrow Agent shall not be required to sign any amendment or modification unless the contents of such amendment or modification directly affect the Escrow Agent's obligations or indemnities provided in this Agreement).

16. **Survival.** Other than the indemnification provisions hereof, it is understood and agreed that any provision of this Agreement which by its nature and effect is required to be kept, observed or performed after the settlement, delivery and recording of the deed conveying title to Buyer shall survive the Closing, delivery and recording of the said deed hereunder for a period of eighteen (18) months and shall not be merged therein.

17. **Assignment.** This Agreement may be assigned by Buyer to an entity which is owned or managed by principals of Buyer without the consent of Seller. Written notice of any assignment shall be given by Buyer to Seller. The assignee shall be liable for the performance of Buyer's obligations hereunder. Any other assignment shall require the written consent of the Seller, not to be unreasonably withheld or delayed.

18. **Law Applicable.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which, when taken together will constitute fully executed originals. Signatures to this Agreement transmitted by e-mail, PDF or other electronic imaging will be valid and effective to bind the party so signing.

20. **Escrow Agent.** The duties of Escrow Agent in its capacity as an escrow agent for the Deposit are only those as are herein specifically provided and Escrow Agent shall incur no liability whatsoever in the performance of said duties. Seller and Buyer hereby release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder. Seller and Buyer, and each of them, shall indemnify and hold Escrow Agent harmless against all costs, damages, fees, expenses and liabilities which, in good faith, Escrow Agent may incur or sustain in connection with its duties as escrow agent under this Agreement. Seller acknowledges and agrees that Williams Mullen's role as Escrow Agent does not give rise to any conflict of interest with respect to the parties involved in this transaction and shall in no way preclude Williams Mullen from continuing to serve as counsel to Buyer in connection with the transaction contemplated by this Agreement (or any other legal matter).

21. **Further Assurances.** Buyer and Seller hereby agree to complete, execute and deliver to the appropriate governmental authorities any returns, affidavits or other instruments that may be required with respect to any transfer, gains, sales, stamps and similar taxes, if any, arising out of this transaction.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and have caused their names to be hereunto subscribed on the day and year written below. For purposes of this Agreement, the term "Effective Date" means the latest date shown below for the execution of this Agreement by Buyer and Seller.

**SELLER:**

**FLIPPED, LLC**

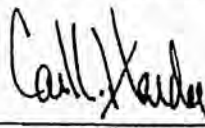
Date: 1-31-2020

By:   
Name: Phillip C. Jamerson  
Title: Member

**BUYER:**

**THE LAWSON COMPANIES, INC.**

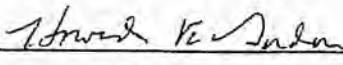
Date: 1-31-2020

By:   
Name: Carl L. Hardee  
Title: President

**ESCROW AGENT:**

**WILLIAMS MULLEN**

Date: 2/7/2020

By:   
Name: Howard E. Gordon  
Title: Shareholder

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EXHIBIT A

PROPERTY DESCRIPTION

Those certain tracts or parcels of land, together with the buildings and improvements thereon, and the privileges and appurtenances thereunto belonging, situate, lying and being in that part of the City of Lynchburg, Virginia, that was annexed from the County of Campbell, Virginia, on January 1, 1976, and designated as Lots 22 and 23 as shown on the plat entitled "SUBDIVISION OF THE J. J. TERRELL EST., near Lynchburg, Campbell County, Virginia", made by S. S. Lynn, Surveyor, and of record in the Clerk's Office of the Circuit Court of Campbell County, Virginia, in Plat Book 2, page 85.

AND BEING a portion of the same real estate conveyed to Flipped, LLC, a Virginia limited liability company, by deed from William E. Jamerson (a/k/a Williams E. Jamerson, Sr.) and Ellen P. Jamerson, husband and wife, recorded in the Clerk's Office of the Circuit Court of the City of Lynchburg as Instrument Number 12008445.



EXHIBIT B

List of the Seller's Materials

1. Property legal description
2. Most recent survey (ALTA, if available) *NA*
3. Most recent title commitment and policies *NA*
4. Most recent geotechnical reports *NA*
5. Most recent Phase I and Phase II environmental site assessments *NA*
6. Most recent traffic study *NA*
7. Any other studies/reports concerning the Property *NA*
8. Any in-place service or maintenance contracts *NONE*
9. Current year and previous three (3) years' real estate tax assessments
10. Any planning and/or zoning resolutions pertaining to the Property
11. Any other relevant documents affecting the Property, including but not limited to reciprocal easement agreements, access agreements and ground leases *NONE*
12. All leases and letter agreements including, but not limited to, tenant leases, cell tower leases and billboard leases *NONE*
13. If applicable, any notices that Seller has received from governing authorities concerning the Property's compliance or noncompliance with any applicable laws *NONE*
14. All development contracts, engineering contracts, and filings and correspondence with applicable authorities regarding platting, zoning or other permitting or zoning issues. *NA*

## ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT (this "Assignment"), is executed as of the 18th day of February, 2020, by and between THE LAWSON COMPANIES, INC., a Virginia corporation ("Assignor"), and MILLER'S REST APARTMENTS, LP, a Virginia limited partnership ("Assignee") (Assignor and Assignee are sometimes referred to as "Parties"). All initially capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

### RECITALS:

WHEREAS, Assignor and Flipped, LLC, a Virginia limited liability company ("Seller") have entered into that certain Purchase and Sale Agreement dated as of January 31, 2020, as amended ("Purchase Agreement"), for the sale of the property described in the attached Exhibit "A" ("Property").

WHEREAS, the Parties desire to enter into this Assignment to, among other things, evidence Assignor's assignment of its right, title and interest in the Purchase Agreement to Assignee and to evidence Assignee's assumption of Assignor's obligations and liabilities under the Purchase Agreement.

### AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment of Purchase Agreement. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Purchase Agreement, the Property, and all sums paid or deposited into escrow or to Seller by Assignor in connection with the Purchase Agreement.

2. Assumption. Assignee hereby acknowledges and agrees to all of the terms of the Purchase Agreement and accepts the foregoing assignment and assumes and agrees to perform all obligations of Assignor under the Purchase Agreement, in accordance with the terms thereof, including reimbursement to Assignor of the funds deposited into escrow in connection with the Purchase Agreement.

3. Ratification of Purchase Agreement. Except as expressly modified under this Assignment, the Parties hereby ratify and affirm the terms and provisions of the Purchase Agreement in their entirety.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Virginia.

5. Third Party Beneficiary. Assignor and Assignee acknowledge and agree that Seller is and is hereby made a third-party beneficiary of this Assignment.

6. Counterparts. This Assignment may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals of this Assignment. To facilitate execution of this Assignment, the parties may exchange by electronic mail (e-mail), or portable document format (pdf) counterparts of the signature page, which shall be effective as original signature pages for all purposes provided that a copy of the e-mail or PDF is sent to the intended addressee by (i) personal delivery, (ii) certified mail, return receipt requested, (iii) for next day delivery by a nationally recognized overnight delivery service that provides evidence of the date of delivery, in any case with all charges prepaid, addressed to the appropriate party at its address listed below.

[Signature Page Follows]

WITNESS the following signatures effective as of the date first above written.

ASSIGNOR:

THE LAWSON COMPANIES, INC.  
a Virginia corporation

373 Edwin Drive  
Virginia Beach, VA 23462

By:  \_\_\_\_\_

Name: Carl L. Hardee

Title: President & CEO

ASSIGNEE:

MILLER'S REST APARTMENTS, LP  
a Virginia limited partnership

373 Edwin Drive  
Virginia Beach, VA 23462

By: Miller's Rest Apartments GP, LLC, a  
Virginia limited liability company  
General Partner

By:  \_\_\_\_\_

Name: Steven E. Lawson

Title: Manager of General Partner

EXHIBIT "A"

(See attached legal description)

EXHIBIT A

PROPERTY DESCRIPTION

Those certain tracts or parcels of land, together with the buildings and improvements thereon, and the privileges and appurtenances thereunto belonging, situate, lying and being in that part of the City of Lynchburg, Virginia, that was annexed from the County of Campbell, Virginia, on January 1, 1976, and designated as Lots 22 and 23 as shown on the plat entitled "SUBDIVISION OF THE J. J. TERRELL EST., near Lynchburg, Campbell County, Virginia", made by S. S. Lynn, Surveyor, and of record in the Clerk's Office of the Circuit Court of Campbell County, Virginia, in Plat Book 2, page 85.

AND BEING a portion of the same real estate conveyed to Flipped, LLC, a Virginia limited liability company, by deed from William E. Jamerson (a/k/a Williams E. Jamerson, Sr.) and Ellen P. Jamerson, husband and wife, recorded in the Clerk's Office of the Circuit Court of the City of Lynchburg as Instrument Number 12008445.



## William Sexauer

---

**From:** Gary Case <Gary@garycaseco.com>  
**Sent:** Wednesday, February 19, 2020 9:49 AM  
**To:** William Sexauer  
**Cc:** Phillip Jamerson; Kris Knepper; Austin Pittman; Freddie Fletcher; David Fraim; Aaron Phipps  
**Subject:** Re: 6100 Old Mill Rd - Assignment of PSA

Received  
Thanks

Sent from my iPhone

On Feb 19, 2020, at 4:02 AM, William Sexauer <wsexauer@lawsoncompanies.com> wrote:

Gary,

Per the Purchase & Sale Agreement executed January 31<sup>st</sup>, 2020 related to the property at 6100 Old Mill Road, I am giving formal notice of assignment of the PSA (per section 14 and 17 of the PSA) from The Lawson Companies, Inc to Miller's Rest Apartments, LP. I have attached the executed assignment, this is to assign the PSA to the specific partnership entity that is applying for the tax-credits.

Please confirm receipt of the assignment at your earliest convenience.

Don't hesitate to reach out, this is standard practice on tax-credit transactions. I am happy to answer any questions.

Thanks,  
Will

<image001.png>

**Will Sexauer**  
*Development Analyst*  
373 Edwin Drive, Virginia Beach, VA 23462  
D: 757-605-2930  
O: 757-499-6161  
C: 757-710-6963  
[Visit our new website to learn more about us](#)

<Miller's Rest Apartments\_Assignment of PSA\_2.18.2020.pdf>

# 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

<b>Parcel ID:</b>	23806002	<b>Owner:</b>	FLIPPED LLC
<b>Property Address:</b>	6100 OLD MILL RD LYNCHBURG, VA 24502	<b>Mailing Address:</b>	PO BOX 395 APPOMATTOX, VA 24522-0395

Property Descriptions	
<b>Legal Description:</b>	JJ TERRELL EST, LOT 22 & 23
<b>Neighborhood:</b>	7902 : GRAVES MILL COMMERCIAL CORRIDO
<b>Property Class:</b>	300 : VACANT - MULTI FAMILY

Land Information	
<b>Area:</b>	Legal Acreage: 24.928 GIS Acreage: 24.928
<b>Frontage:</b>	0.00ft
<b>Depth:</b>	0ft

Special Assessments	
<b>Participant in Land Use:</b>	NO
<b>Land Use Deferral Amount:</b>	--
<b>Participant in Rehab Program:</b>	NO
<b>Exempt Amount:</b>	--
<b>Participant Until:</b>	--

School Zones	
<b>Elementary School:</b>	SANDUSKY ELEMENTARY
<b>Middle School:</b>	SANDUSKY MIDDLE
<b>High School:</b>	HERITAGE HIGH
<b>Zoning:</b>	<b>Zoning Description:</b>
R-C	Conservation
R-4	Medium-High Density Multi-Family Residential

## Ownership History

Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document No	Deed Bk / Pg	Conveyance
12/17/2012	\$0	JAMERSON, ELLEN P	FLIPPED LLC	120008445		DEED
8/9/1983	\$80,000	TERRELL, THOMAS WALTER ESTATE	JAMERSON, ELLEN P		630 381	DEED

## Assessment

Year	Land Value	Improvement value	Total Value	Assessment Date	Notes
2019	\$447,100	\$0	\$447,100	7/1/2019	Current Assessment
2018	\$297,800	\$0	\$297,800	7/1/2018	
2017	\$297,800	\$0	\$297,800	7/1/2017	
2016	\$248,200	\$0	\$248,200	7/1/2016	
2015	\$248,200	\$0	\$248,200	7/1/2015	
2014	\$248,200	\$0	\$248,200	7/1/2014	
2013	\$248,200	\$0	\$248,200	7/1/2013	
2012	\$248,200	\$0	\$248,200	7/1/2012	
2011	\$248,200	\$0	\$248,200	7/1/2011	
2010	\$248,200	\$0	\$248,200	7/1/2010	
2009	\$0	\$0	\$0	7/1/2009	

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.

F

Third-Party RESNET  
Rater Certification  
(MANDATORY)



Appendix F

RESNET Rater Certification of Development Plans

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

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

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

In addition provide HERS rating documentation as specified in the manual

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

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

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

Additional Optional Certifications

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

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

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

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

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

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

Signed: [Signature]

Date: 3/4/20

Printed Name: Matt Waring

RESNET Rater

Resnet Provider Agency
Viridian

Signature [Signature]

Provider Contact and Phone/Email

sean.evensen-shanley@viridian.org

804-212-1934

# Home Energy Rating Certificate

## Projected Report

Rating Date: 2020-02-24  
 Registry ID: Unregistered  
 Ekotrope ID: 1237yWY2

### HERS® Index Score:

# 64

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](http://www.hersindex.com)

### Annual Savings

# \$564

\*Relative to an average U.S. home

**Home:**  
 6100 Old Mill Road  
 Lynchburg, AK 24502

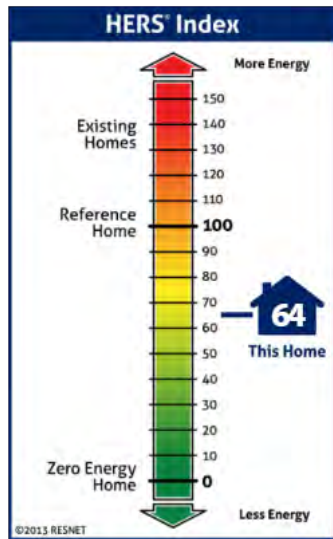
**Builder:**

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	3.9
Cooling	0.6
Hot Water	4.5
Lights/Appliances	11.6
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>20.6</b>

**This home meets or exceeds the criteria of the following:**

ENERGY STAR v3.1



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	790 ft <sup>2</sup>
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:	5 ACH50
Ventilation:	50 CFM • 140 Watts
Duct Leakage to Outside:	31 CFM @ 25Pa (3.92 / 100 s.f.)
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

### Rating Completed by:

**Energy Rater:** Bill Riggs  
 RESNET ID: 3259518

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

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



Bill Riggs, Certified Energy Rater  
 Digitally signed: 2/28/20 at 9:11 AM

G

Zoning Certification Letter  
(MANDATORY)



## Zoning Certification

**NOTE TO DEVELOPER:** You are strongly encouraged to submit this certification to the appropriate local official **at least three weeks in advance of the application deadline** to ensure adequate time for review and approval.

### General Instructions:

1. The Zoning Certification **must** be submitted on locality's letterhead or professional civil engineer's letterhead.
2. The Local Certification section **must** be completed by the appropriate local official or Civil Engineer.
3. The Engineer **must** be registered in the Commonwealth of Virginia.
4. 'Development Description' should be provided by the Owner.
5. 'Development Address' should correspond to the application.
6. 'Legal Description' should correspond to the site control document in the application.
7. 'Proposed Improvements' should correspond with the application.
8. 'Other Descriptive Information' should correspond with information in the application.
9. Any change in this Certification may result in disqualification of the application.

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



1001 Boulders Parkway  
Suite 300  
Richmond, VA 23225

P 804.200.6500  
F 804.560.1016  
www.timmons.com

Zoning Certification

DATE: 03/03/2020

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

RE: ZONING CERTIFICATION

Name of Development: Miller's Rest Apartments  
Name of Owner/Applicant: Miller's Rest Apartments, LP  
Name of Seller/Current Owner: FLIPPED, LLC

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

DEVELOPMENT DESCRIPTION:

Development Address: 6100 Old Mill Road  
Lynchburg, VA 24502

Legal Description:  
Please see attachment entitled "Exhibit A - Property Description"

Proposed Improvements:  
 New Construction: 80 #Units 3 # Buildings 98,347.38 Approx. Total Floor Area Sq. Ft.  
 Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ # Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.  
 Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ # Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.



**Zoning Certification, cont'd**

Current Zoning: R-4 (High Density Residential District) allowing a density of 21.78 units per acre, and the following other applicable conditions: Please see attachment entitled "Exhibit B - Zoning Ordinance"

Other Descriptive Information:

New construction consisting of 80 units, comprised of one, two, and three-bedroom units. Amenities will include a clubhouse, laundry facility, fitness center, and a playground. Property will be EarthCraft Gold Certified and will include 10 accessible units.

**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.



Amelia Wehunt  
Signature

Amelia Wehunt, PE  
Printed Name

Senior Project Manager  
Title of Local Official or Civil Engineer

804-200-6544  
Phone:

03/03/2020  
Date:

**NOTES TO LOCALITY:**

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

EXHIBIT A

PROPERTY DESCRIPTION

Those certain tracts or parcels of land, together with the buildings and improvements thereon, and the privileges and appurtenances thereunto belonging, situate, lying and being in that part of the City of Lynchburg, Virginia, that was annexed from the County of Campbell, Virginia, on January 1, 1976, and designated as Lots 22 and 23 as shown on the plat entitled "SUBDIVISION OF THE J. J. TERRELL EST., near Lynchburg, Campbell County, Virginia", made by S. S. Lynn, Surveyor, and of record in the Clerk's Office of the Circuit Court of Campbell County, Virginia, in Plat Book 2, page 85.

AND BEING a portion of the same real estate conveyed to Flipped, LLC, a Virginia limited liability company, by deed from William E. Jamerson (a/k/a Williams E. Jamerson, Sr.) and Ellen P. Jamerson, husband and wife, recorded in the Clerk's Office of the Circuit Court of the City of Lynchburg as Instrument Number 12008445.

## **35.2-44 High Density Residential District (R-4)**

### **35.2-44.1 R-4 District Purpose**

The R-4 district is intended to provide for residential and other compatible uses at high densities in locations with adequate infrastructure and proximity to necessary services and employment. R-4 districts may include any type of housing, as well as public uses, institutional uses, private recreation and limited retail and service uses, when accessory to a multi-household development.

**35.2-44.2 Authorized Uses**

- (a) The uses authorized by Exhibit IV-9 may be established in accordance with the procedures established in Article II, the district standards in this article, the site development standards established in Article VI and specific use standards established in Article VII, as well as other applicable rules and regulations.
- (b) Uses may also be limited by overlay standards established in Article V of this Zoning Ordinance.
- (c) See Article III for the rules of interpreting authorized uses and Appendix A for a complete listing of land uses allowed in every zoning district.
- (d) Uses designated “P” are permitted by right and uses designated “C” require issuance of a conditional use permit.

**Exhibit IV-9: Authorized Uses in R-4 District**

Land Use	LBCS #	Description	Approval Type
single-household detached	1111	Typical single-household dwelling	P
single-household semi-detached	1112	One of two dwelling units separated by a party wall	P
single-household attached (townhouse)	1113	Each unit on a separate lot; fire wall may protrude from roof or roofs may be staggered	P
modular home	1114		P
manufactured home community	1116	Includes manufactured home subdivisions and manufactured home parks with 5 or more lots	C
Two-household (duplex)	1120		P
Three or More Households	1130	Includes triplexes, four-plexes, and other multi-household dwellings	P
Housing Services	1200	Housing and custodial services for those who cannot care for themselves. Includes nursing and retirement homes, congregate living, assisted and continuing care living, but excludes rehab uses in LBCS #6520)	C
Bed & Breakfast and Tourist Homes	1310	Guest rooms in a private home or accessory building to a private home	C
boarding house	1321	Non-transient lodging that may include meals and is owner occupied	C
rooming house	1322	Transient or non-transient lodging that may include meals	C
dormitory, sorority or fraternity house	1323	Allowed only as accessory uses to and owned by a college or university	C
art galleries	2142b	Excludes art supply sales and retail framing services	P
Parking lot and parking garage	2640	See district standards	C
pet cemetery	2723		C

Land Use	LBCS #	Description	Approval Type
wireless telecommunications transmission	4233	Operate, maintain or provide access to facilities for the transmission of voice, data, text, sound or video, see section 35.2-73 for telecommunications towers	C
telephone and other wired telecommunications	4234	Operate telephone networks – excludes switching stations	P
Telecommunications switching stations/exchanges	4239	Telecommunications switching stations and exchanges with no on-site employees	C
library or archive	4242	Provide library or archive services	P
Public Utilities Services, Major	4315, 4329, 4339, 4349	Includes transmission lines for water, wastewater, stormwater, electricity, natural gas or telecommunications services regulated by the State Corporation Commission of a regional nature and normally entail the construction of new buildings or structures such as electrical switching facilities and stations or substations, electric, gas, and other utility transmission lines of a regional nature which are not otherwise reviewed and approved by the Virginia State Corporation Commission. All overhead transmission lines are included in this definition.	C
Public Utilities Service Minor	4315, 4329, 4339, 4349	Includes distribution or collection lines and appurtenances for water, wastewater, stormwater, electricity, natural gas or telecommunications services regulated by the State Corporation Commission that are necessary to support development within the immediate vicinity and involve only minor structures. Included in this use type are small facilities such as transformers, relay and booster devices, and well, water and sewer pump stations, and wireless communication antennas attached to existing buildings or structures.	P
electric substations	4316		C
Water treatment plants and utility facilities	4331 – 4333,	Water treatment plants, pumping stations and lift stations	C
Museums and Other Special Purpose Recreational Institutions	5200	Public and private museums, historical sites, and similar establishments	P
Country Club	5340 & 6830	Operate private country clubs, with tennis courts and golf courses along with dining facilities and other recreational facilities; includes civic, social and fraternal organizations without dwellings	C
fitness and recreational sports center	5371	Aerobic dance or exercise center, gymnasium, physical fitness center, health and athletic club, indoor handball, racquetball, volleyball, tennis, or swimming facilities conducted inside a building	C

Land Use	LBCS #	Description	Approval Type
outdoor recreation	5372, 5373 & 5374	Includes for profit golf courses, archery ranges, outdoor volleyball, tennis, or swimming facilities, recreational courts, recreational day camp and horseback riding	C
Natural and other Recreational Parks	5500	All parks without special economic functions, other than limited concessions	P
Nursery or preschool	6110		C
Grade school	6120	Comprises all public, private, and specialty schools between the preschool and university level; includes adult education services not addressed elsewhere	C
College or university	6130		C
general technical schools	6141-6143, 6145, 6147	Offer courses in office procedures, administrative skills, and basic office skills; dance, art, drama, and music; athletic activities	C
Public Safety	6400	Government-owned establishments providing fire and rescue, police, and emergency response services	P
group home small	6522	Fewer than five (5) aged or infirm individuals or fewer than nine (9) individuals with mental, intellectual or developmental disabilities	P
group home large	6523	Five or more aged or infirm individuals, or nine (9) or more individuals with mental, intellectual or developmental disabilities	C
Hospital	6530		C
child and adult day care	6562	Provide day care for children and adults	
home	6562a	Day care for fewer than six (6) individuals in a residence	P
small	6562b	Day care for six (6) to twelve (12) individuals in a residence	C
large	6562c	Provide care for more than 12 individuals	C
Religious Institutions	6600	Churches, temples, synagogues, mosques, convents and monasteries	C
free-standing cemetery	6722		C
columbarium	6724		C
Vegetable farming or growing	9120	Includes private fields and community gardens	P
Commercial orchards	9130	Includes fruit and nut trees for commercial production	P
Greenhouse – no on-premises sales	9141	Commercial greenhouse production	P
Animal Production	9300	Keep, graze, breed or feed animals (see district standards)	P

Land Use	LBCS #	Description	Approval Type
tent revival meetings/ transient amusements	9921	Includes temporary carnivals and circuses sponsored by non-profit organizations (see section 35.2-72.23)	P
residential cluster development	9951	See section 35.2-80	P
traditional neighborhood development	9952	See section 35.2-82	C
planned unit development	9953	See section 35.2-83	C

**35.2-44.3 R-4 District Use Standards**

The following standards apply In addition to the standards for specific uses established in Article VII:

- (a) Commercial uses allowed in the B-1 district shall be allowed as accessory uses to multi-household development subject to the following conditions:
  - 1. Uses shall not exceed five (5) percent of the gross floor area of the multi-household development in which they are located.
  - 2. The uses shall be limited to uses allowed within the B-1 zoning district.
  - 3. No drive-in or drive-through services are permitted.
  - 4. All such uses shall be limited to the ground floor of the structure in which they are located.
- (b) Not more than three (3) unrelated individuals may occupy a dwelling unit in the R-4 district unless otherwise approved by a conditional use permit.
- (c) Accessory uses and structures shall comply with the provisions of section 35.2-71.

**35.2-44.4 R-4 District Development Standards**

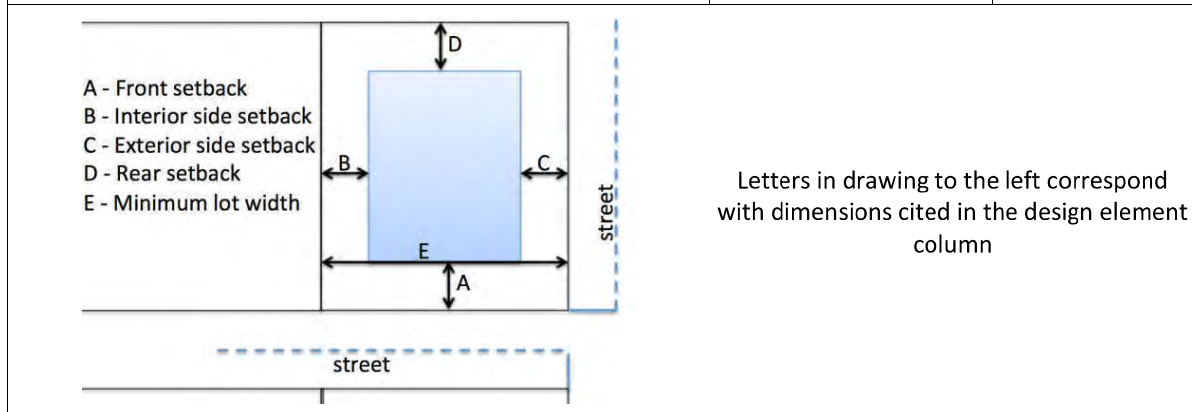
Dimensional standards for the R-4 district are summarized in Exhibit IV-10. Section cross-references identify the location of additional dimensional standards and rules for their application. The standards in this section apply in addition to the site development standards of Article VI and site development standards applicable to specific uses established in Article VII.

- (a) **Lots Abutting R-1, R-2 or R-3 Districts.** See section 35.2-61.2 for additional height requirements and section 35.2-61.3 for additional setback requirements for lots abutting R-1, R-2 or R-3 districts.
- (b) **Density and Height Bonuses.** The net density and height may be increased to up to twenty-nine (29) dwelling units per acre and up to 60 feet in height subject to achievement of the design standards listed in Exhibit IV-11 and the provisions of paragraph (a).

- (c) **Transitions Required.** Multi-household buildings on lots that abut lots in a R-1, R-2 or R-3 district shall not exceed 2 stories within 100 feet of the property line of said abutting lots.
- (d) **Development Patterns.** The R-4 district development standards may be modified through the approval of a residential cluster development, planned unit development or traditional neighborhood development through the conditional use permit process.

**Exhibit IV-10: Summary of R-4 Development Standards**

Design Element	Standards	Cross-Reference
Maximum Height	40'	35.2-61.2
Minimum front setback from right-of-way (dimension A)	30'	35.2-61.3
Minimum side setback, interior (dimension B)	5'	35.2-61.3
Minimum side setback, exterior from right-of-way (dimension C)	30'	35.2-61.3
Minimum rear setback (dimension D)	25'	35.2-61.3
Minimum lot width at building line (dimension E)	50'	35.2-61.4
Minimum lot size (square feet)	6,000, with 2,000 for each dwelling unit or boarding unit	35.2-61.4
Maximum net density (dwelling units per acre/dwelling unit or boarding units per acre)	7.26/21.78	35.2-61.4
Maximum lot coverage	30%	35.2-61.4





**Exhibit IV-11: Density Bonuses in the R-4 District**

Design Element	Density Bonus	Examples
Impervious lot coverage	Density may be increased by 1 dwelling unit per acre for every 1 percent in impervious lot coverage below 30 percent.	Site area = 10 acres Lot cover = 28% Density Bonus = 20 dwelling units (10 acres x 2 du/a)
Additional buffer width	Density may be increased by 3 dwelling units per acre if the required buffer width of 20 feet and plantings within the buffer are doubled abutting a property line of a R-C, R-1, R-2 or R-3.	Site area = 10 acres Additional 20 ft. buffer provided Density Bonus = 30 dwelling units (10 acres x 3 du/a)
Mobility – transit stop	Density may be increased by 2 dwelling units per acre subject to existence or provision of a covered transit stop abutting the property approved by GLTC and the TRC, and subject to the commitment to provide transit service by GLTC or other transit service provider approved by the City.	Site area = 10 acres Covered transit stop provided abutting site Density bonus = 20 dwelling units (10 acres x 2 du/a)
Mobility – pedestrian enhancements	Density may be increased by 2 dwelling units per acre subject to the provision of a multi-purpose trail extending through the property and connecting to existing multi-purpose trails at the property line, pedestrian facilities identified in an adopted City Plan, retail/service uses or a school within ½ mile of the development. Connections to sidewalks abutting the property or the provision of on-site recreational paths shall not be eligible for this density bonus.	Site area = 10 acres Multi-purpose trail extending through the property provides connection to school or retail uses within ½ mile of site Density bonus = 20 dwelling units (10 acres x 2 du/a)
Mobility – mixed use	Density may be increased by 2 dwelling units per acre subject to the on-site provision of floor area for authorized retail or service uses in accordance with the R-4 district use standards established in section 35.2-44.3.	Site area = 10 acres Ground floor retail or service use established on site Density bonus = 20 dwelling units (10 acres x 2 du/a)
Accessible dwellings	Density may be increased by 1 dwelling unit per acre if 10 percent of units are accessible and an additional dwelling unit per acre for each additional 5 percent of accessible units	Site area = 10 acres with 200 total units 30 accessible units provided Density bonus = 20 dwelling units (10 acres x 2 du/a)
Water quality	Reserved	
Affordable or work force housing	Reserved	

H

Attorney's Opinion  
(MANDATORY)

March 11, 2020

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

RE: 2020 Tax Credit Reservation Request

Name of Development: Miller's Rest Apartments  
Name of Owner: Miller's Rest Apartments, 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 (of which this opinion is a part) March 11, 2020 (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.

4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

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

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

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

KLEIN HORNIG, LLP

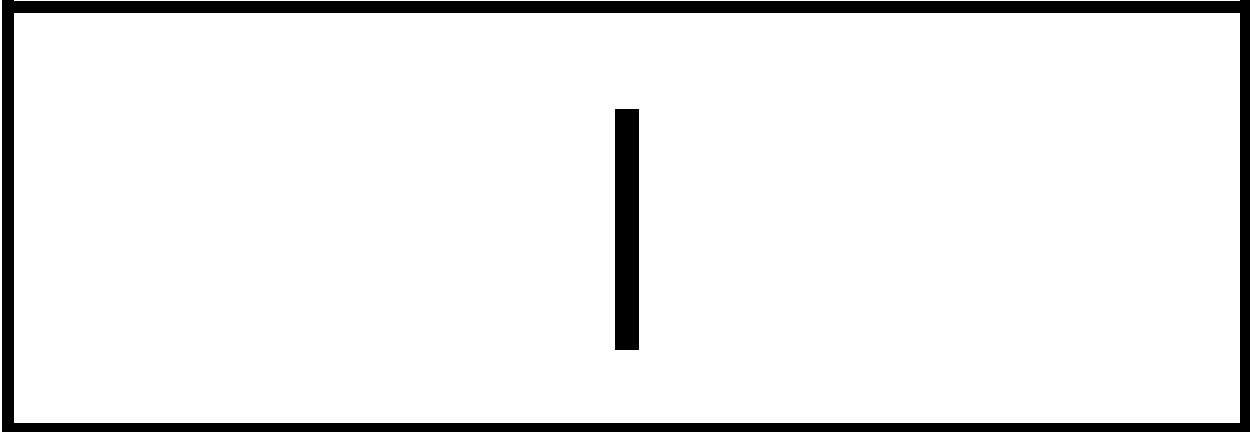
By:



Erik T. Hoffman

Its:

Partner



# Nonprofit Questionnaire

(MANDATORY for points or pool)



## Non-profit Questionnaire

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

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

### 1. General Information

- a. Name of development: Miller's Rest Apartments
- b. Name of owner/applicant: Miller's Rest Apartments, LP
- c. Name of non-profit entity: Hampton Roads Development Corporation
- d. Address of principal place of business of non-profit entity:  
701 Greenbrier Parkway, Chesapeake, VA 23320

Indicate funding sources and amount used to pay for office space:  
Management fees, development fees, rental income, grants, and rehab home sale.

- 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); 7-26-1988  
evidenced by the following documentation: Certificate of Incorporation by the State Corporation Commission. Please see attachment 1-f.
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):  
July 23, 1993; please see attachment 1-g
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):  
Sponsor, develop, construct and otherwise provide housing accomodations and related community facilities for low income persons.
- i. Expected life (in years) of non-profit:  
Indefinite.

## Non-profit Questionnaire, cont'd

j. Explain the anticipated future activities of the non-profit over the next five years:  
Development and management of affordable low-income housing, creation of homeownership opportunities through educational training and single-family housing rehabilitation.

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.)?  
2 How many part time, paid staff members? 0

Describe the duties of all staff members:

Executive Director - Overall administration and management of all properties, partnerships, and operational activities associated with non-profit.

Executive Assistance - Managerial and clerical support of all projects and activities associated with non-profit.

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?  
None

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  
Development fees, management fees, rental income, grants and rehab home sales.

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

See attachment 1-o

## 2. Non-profit Formation

a. Explain in detail the genesis of the formation of the non-profit:  
Created in 1988 by a group of concerned citizens desiring to discover and implement innovative ways of developing affordable housing and homeownership opportunities. Federal funding cutbacks precipitated a need to search for ways to develop and manage affordable housing through private and joint-private ventures.

## 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:

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- 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:

In 1988 the Chesapeake Development and Housing Authority commissioners selected the original Board of Directors for the non-profit.

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

Yes  No If yes, explain:

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- 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:

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- 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.):

HRDC has experience in fostering affordable housing for both families and seniors. In addition to providing housing, HRDC provides home buyer training and counseling. Lastly, HRDC works with at risk youth by providing education and employment training.

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

N/A

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### 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:  
HRDC will own 10% of Miller's Rest Apartments GP, LLC.

- 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?

Location to be determined when final limited partnership agreement has been achieved.

Fully Executed Right of First Refusal Agreement attached as part of Tab V of the Reservation Application.

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:

N/A

- 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:

HRDC will be actively involved in the management and operation of the property upon admission to the partnership.

- (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):  
HRDC will participate in all management and operational activities of the development.

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- (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?

A study to analyze the state of Lynchburg's housing supply and demand, which was funded through a VHDA provided Community Impact Grant, drew light on the large need to increase access to quality affordable housing in the area. Base on prior successful relationship with The Lawson Companies in tax credit developments, HRDC was asked by Lawson to participate.

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- 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:

10% GP (Member) - Hampton Roads Development Corporation  
90% GP (Manager) - Lawson Investment Holdings, LLC

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- 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.

Lawson will be involved in the construction and financing of the Development. Upon admission, HRDC will become involved and materially participate in the management and operation of the Development. This arrangement will be designated in the Partnership Agreement.

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- 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.

See chart of ownership structure in Tab A of this application. Upland Investors, LLLP will act solely as the developer in this proposed development. Upland Investors, LLLP will be involved in the planning and oversee construction of the proposed development only to the extent that is normally expected of a multifamily developer. Once construction is completed, Lawson Realty Corporation will provide property management services.

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

The relationship was established when non-profit HRDC contacted The Lawson Companies in 1995 about managing HRDC's tax credit property Campostella Commons.

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- 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.

Pursuant to the development agreement, a fee of \$1,000,000 will be paid to Upland Investors, LLLP.

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- 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.

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- 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:

An affiliate of the owner, The R.A. Lawson Corporation, will receive builder's profit.

All members of the general partner will earn cash flow from operations.

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- 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:

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- 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:

None.

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- 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:

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## 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:  
The Commonwealth of Virginia and northeastern North Carolina.  
\_\_\_\_\_  
\_\_\_\_\_
- 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:  
As part of the General Partner of a multiple LIHTC communities in Virginia, HRDC has experience  
in operational and management activities related to affordable housing throughout the Commonwealth.  
In addition, HRDC provides home buyer counseling and employment education to at risk youth.  
\_\_\_\_\_
- 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:  
Quarterly meetings.  

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- 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:  

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- 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:  

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- n. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?  Yes  No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).  
Please see attachment 4-n.  

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- 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).  
Campostella Commons L.P.; Chesapeake, VA - 8609's issued 4/16/1996  
Sold to Campostella Commons II, L.P.; November 1, 2011  
Chesapeake Cross Seniors Community Two, L.P.; Chesapeake, VA - 8609's issued 7/27/1995  
Sold, no longer involved in project.  

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- 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:  

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**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:  
Campostella Commons, L.P.; Chesapeake Crossing Seniors Community One, L.P.  
Chesapeake Crossing Seniors Community Two, L.P.; Chesapeake Crossings Senior Community Three, L.P.
- 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**

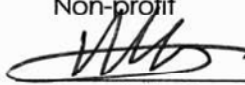
Documentation of any of the above need not be submitted unless requested by VHDA

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.

2/27/2020  
Date

Miller's Rest Apartments, LP  
Owner/Applicant  
By:   
Its: Manager of General Partner  
Title

2/27/2020  
Date

Hampton Roads Development Corporation  
Non-profit  
By:   
Board Chairman

**Non-profit Questionnaire, cont'd**

By:   
Executive Director

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond,* July 26, 1988

*This is to Certify that the certificate of incorporation of*

The Chesapeake Housing Corporation

*was this day issued and admitted to record in this office  
and that the said corporation is authorized to transact its  
business subject to all the laws of the State applicable to the  
corporation and its business.*



*State Corporation Commission*

*George M. [Signature]*  
Clerk of the Commission



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

June 25, 1997

The State Corporation Commission has found the accompanying articles submitted on behalf of

HAMPTON ROADS DEVELOPMENT CORPORATION  
(FORMERLY CHESAPEAKE HOUSING CORPORATION, THE )

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective June 25, 1997 at 09:43 AM.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

AMENACPT  
CIS20436  
97-06-20-0052

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
31 HOPKINS PLAZA  
BALTIMORE, MD 21201

DEPARTMENT OF THE TREASURY

RECEIVED  
JUL 29 1995

Date: JUL 23 1995

Employer Identification Number:

54-1549785

Contact Person:

MISS J. PACKARD

Contact Telephone Number:

(410) 962-4774

THE CHESAPEAKE HOUSING CORPORATION  
325 VOLVO PARKWAY P O BOX 1304,  
CHESAPEAKE, VA 23327-1304

Addendum Applies  
YES

Dear Applicant:

Based on the information you recently submitted, we have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in 501(c)(3) is still in effect.

This classification is based on the assumption that your operations will continue as you have stated. If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status.

This supersedes our letter dated April 15, 1993.

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)(1) 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)(1) organization.

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

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

Letter 1078(00/CG)

-2-

THE CHESAPEAKE HOUSING CORPORATION

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

Sincerely yours,



District Director

Enclosures  
Addendum

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**HAMPTON ROADS DEVELOPMENT CORPORATION**

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## Board of Directors

<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Occupation</u></b>	<b><u>Length of Service</u></b>
Matthew Hardison 1627 Mathews Terrace Portsmouth, VA 23704	President	Residential Real Estate	14 years
James Resolute 2570 Shore Drive Virginia Beach, VA 23451	Vice President	Commercial Real Estate	7 years
Scott Graves 154 Rolfe Terrace Portsmouth, VA 23707	Secretary/Treasurer	Maritime/Shipping	7 years
Scott Hardison 1304 Laurel Ridge Lane Chesapeake, VA 23322	Director	Property Management	30 years
Katherine Knowles 153 Lofurno Road Chesapeake, VA 23323	Director	Real Estate Administrator	9 years

Tidewater Fair Apartments, L.P. dba The Residences at October Apartments, located in Suffolk, VA. Reservation application was submitted in March 2012. HRDC is playing an active role in management and operations. HRDC holds a 10.0% General Partner Ownership status, Carl Hardee – 25% G.P., and Steve Lawson – 65% (Manager) G.P. The Project was successfully allocated tax credits in 2012 and is currently fully operational.

Baker Woods Apartments, L.P., located in Virginia Beach, VA. Reservation application was submitted in March 2013. HRDC is playing an active role in management and operations. HRDC holds a 10.0% General Partner Ownership status, Carl Hardee – 25% G.P., and Steve Lawson – 65% (Manager) G.P. The Project was successfully allocated tax credits in 2013. Construction was completed in October 2015 and is currently fully operational.

Baker II Apartments, L.P., located in Virginia Beach, VA. Reservation application was submitted in March 2014 and March 2015. HRDC is playing an active role in management and operations. HRDC holds a 10.0% General Partner Ownership status, Carl Hardee – 25% G.P., and Steve Lawson – 65% (Manager) G.P. The Project was successfully allocated tax credits in 2015 and is currently fully operational.

Tidewater Fair Apartments II, L.P. Located in Suffolk, VA. Reservation application was submitted in March 2016. HRDC is playing an active role in management and operations. HRDC holds a 10.0% General Partner Ownership status, and LIH Pool-1 GP, LLC – 90% (manager) G.P. The project successfully won a reservation of tax credits in 2016 and 2017. The property is fully operational.

Alexander at 1090 Apartments, LP, located in Richmond, VA. Reservation application was submitted in March 2018. HRDC will play an active role in management and operations. HRDC holds a 10.0% General Partner Ownership status, and LIH Pool-1 GP, LLC – 90% (manager) G.P. The project successfully won a reservation of tax credits in 2018. Construction began in the third quarter of 2019.

#### **R.A. Lawson Corp.**

President: Carl Hardee  
 VP: Steven Lawson  
 VP/CFO: Aaron Phipps  
 VP: Kristopher Knepper  
 VP: Susan Glancy  
 VP: Cynthia Clifton  
 VP: Claremont Clifton, Jr.  
 Treasurer: Aaron Phipps  
 Secretary: Aaron Phipps

#### **Directors:**

Steven Lawson  
 Robert Lawson  
 Michael Lawson  
 Jeffry Lawson  
 John Dale Terry  
 Carl Hardee  
 Aaron Phipps  
 Susan Glancy

#### **Lawson Realty Corporation**

President: Susan Glancy  
 Senior VP: Carl Hardee  
 VP/CFO: Aaron Phipps  
 VP: Kristopher Knepper  
 Treasurer: Aaron Phipps  
 Secretary: Aaron Phipps

#### **Directors:**

Steven Lawson  
 Robert Lawson  
 Michael Lawson  
 Jeffry Lawson  
 John Dale Terry  
 Carl Hardee  
 Aaron Phipps  
 Susan Glancy

J

# Relocation Plan

(MANDATORY, if tenants are displaced)

**N/A**

K

Documentation of  
Development Location



**K.1**

Revitalization Area  
Certification



## Revitalization Area

### General Instructions

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

### Designation

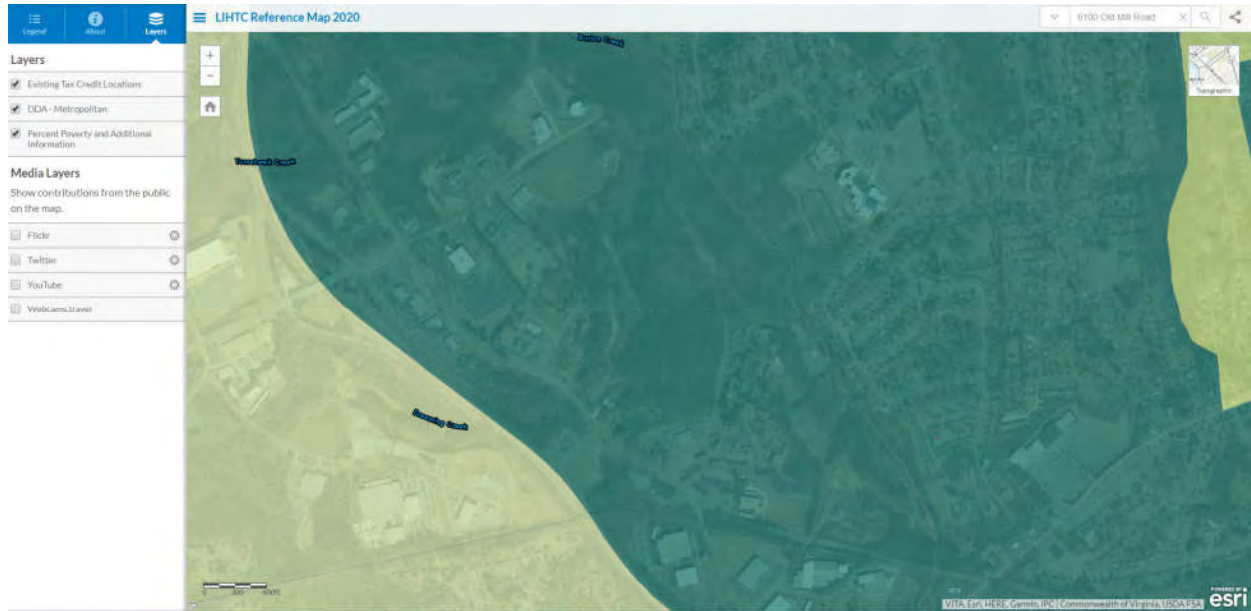
To qualify for revitalization area points, select one of the following (and provide adequate documentation):

1. The development is located in a Qualified Census Tract, as defined by HUD. (10 points)
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 target area for single-family purposes, but do not include ACEDS. (10 points)
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. (10 points)
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. (15 points)
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. (15 points)

*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.

6. The development is located in a Qualified Opportunity Zone and has a binding commitment of funding. Documentation must include a firm commitment of funding from a Qualified Opportunity Fund (QOF). Evidence of the self-certification to become a QOF must be provided with the commitment for funding. (15 points)



#### Census Tract Information

The address entered is situated in Census Tract 9 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**

The tract's poverty is **15.80%**

This location falls within **Balance of State** geographic pool. It is also subject to current square footage cost limits of \$164.00 for new construction or adaptive reuse and \$126.00 for acquisition/rehabilitation developments.

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: **06**  
It is located in Planning District: **11**  
It is located in State Senate District: **23**  
It is located in State House District: **23**

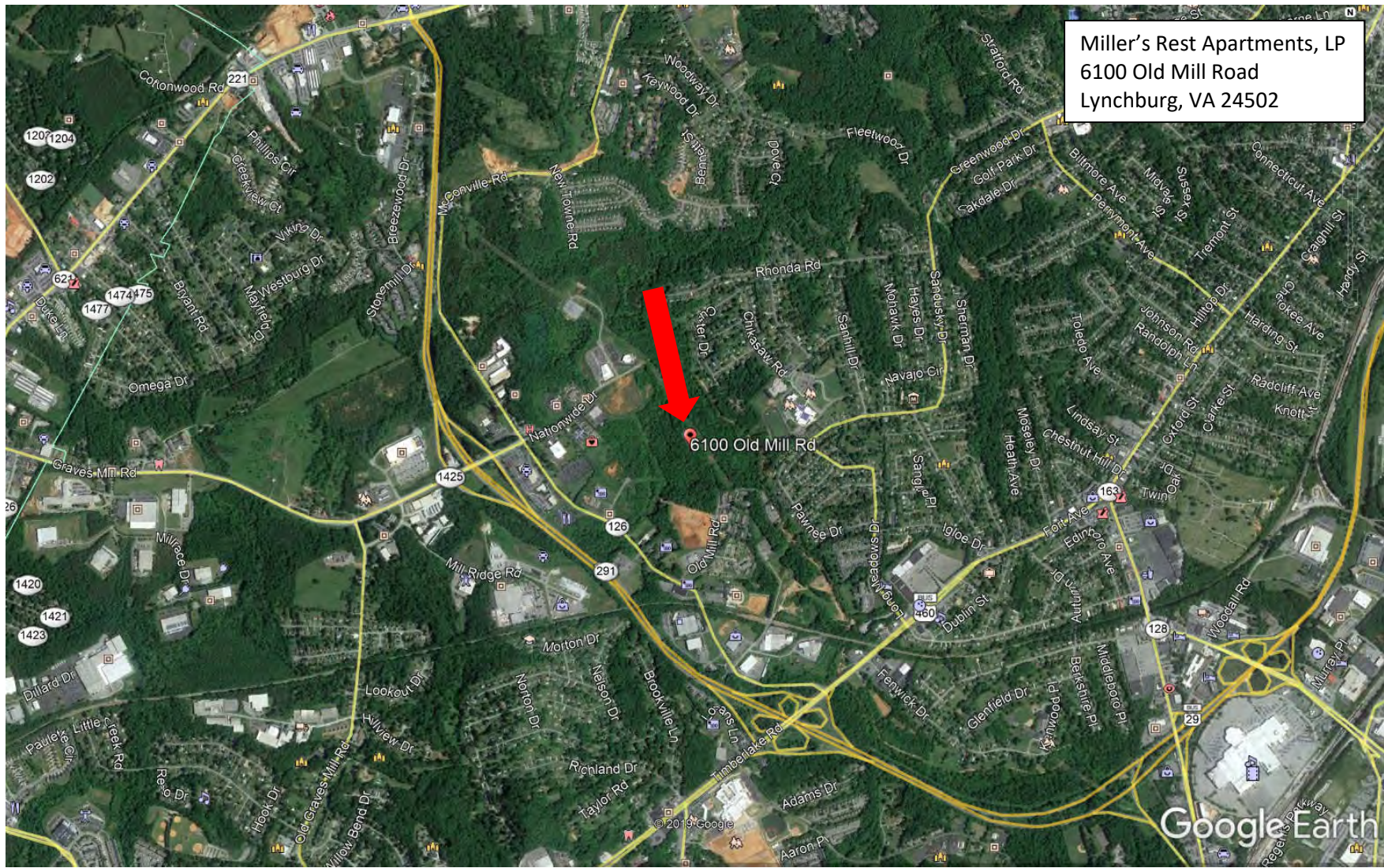
Revitalization Reference

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? **No**

K.2

Location Map

Miller's Rest Apartments, LP  
6100 Old Mill Road  
Lynchburg, VA 24502



K.3

Surveyor's Certification of  
Proximity to Public  
Transportation



# Surveyor's Certification of Proximity to Transportation

## **General Instructions**

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



**Surveyor's Certification of Proximity to Transportation**

**DATE:** February 25, 2020

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

**RE:** 2020 Tax Credit Reservation Request  
Name of Development: Miller's Rest Apartments  
Name of Owner: Miller's Rest Apartments, 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:

- 2,650 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.



Hurt & Proffitt, Inc  
Firm Name

By: [Signature]

Its: Surveyor  
Title





L

PHA/Section 8 Notification  
Letter



## PHA or Section 8 Notification Letter

Development Name: Miller's Rest Apartments

Tracking #: 2020-C-39

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

### General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

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

# PHA or Section 8 Notification Letter

**DATE:** February 18, 2020

**TO:** Lynchburg Redevelopment and Housing Authority  
918 Commerce Street  
Lynchburg, VA 24504

**RE:** PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Miller's Rest Apartments  
Name of Owner: Miller's Rest Apartments, LP

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 July 2022 (date).

The following is a brief description of the proposed development:

Development Address:  
6100 Old Mill Road  
Lynchburg, VA 24502

Proposed Improvements:

<input checked="" type="checkbox"/>	New Constr.:	<u>80</u>	# units	<u>2</u>	# Bldgs
<input type="checkbox"/>	Adaptive Reuse:	<u>      </u>	# units	<u>      </u>	# Bldgs
<input type="checkbox"/>	Rehabilitation:	<u>      </u>	# units	<u>      </u>	# Bldgs

Proposed Rents:

<input type="checkbox"/>	Efficiencies:	\$ <u>      </u>	/ month
<input checked="" type="checkbox"/>	1 Bedroom Units:	\$ <u>\$424, \$553</u>	/ month
<input checked="" type="checkbox"/>	2 Bedroom Units:	\$ <u>\$503, \$658, \$803</u>	/ month
<input checked="" type="checkbox"/>	3 Bedroom Units:	\$ <u>\$574, \$923</u>	/ month
<input type="checkbox"/>	4 Bedroom Units:	\$ <u>      </u>	/ month

Other Descriptive Information:

New Construction consisting of 80 units, comprise of one, two, and three-bedroom units. Amenities will include a clubhouse, laundry facility, fitness center, and a playground. Property will be EarthCraft Gold Certified and will include 10 accessible units.

# PHA or Section 8 Notification Letter

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We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (757)499-6161.

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

Sincerely yours,



Steven E. Lawson

Name

Manager of General Partner

Title

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

Seen and Acknowledged By: Lisa Reynolds

Printed Name: LISA Reynolds

Title: Section 8 Supervisor

Phone: (434) 485-7216

Date: 2/24/2020

M

Locality CEO Response  
Letter



## Locality CEO Letter

### 1. General Instructions

- The letter below must be submitted under locality's letterhead.
- **NOTE TO LOCALITY:** Any change in this form letter may result in a reduction of points under the scoring system.
- **NOTE TO OWNER/DEVELOPER:** You are strongly encouraged to submit this certification to the appropriate local official at least three weeks in advance of the application deadline to ensure adequate time for review and approval.



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

2/12/2020

Date

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

VHDA Tracking Number: 2020-C-39  
Development Name: Miller's Rest Apartments  
Name of Owner/Applicant: Miller's Rest Apartments, LP

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 the City of Lynchburg. Accordingly, the City of Lynchburg supports the allocation of federal housing tax credits requested by Miller's Rest Apartments, LP for this development.

Yours truly,

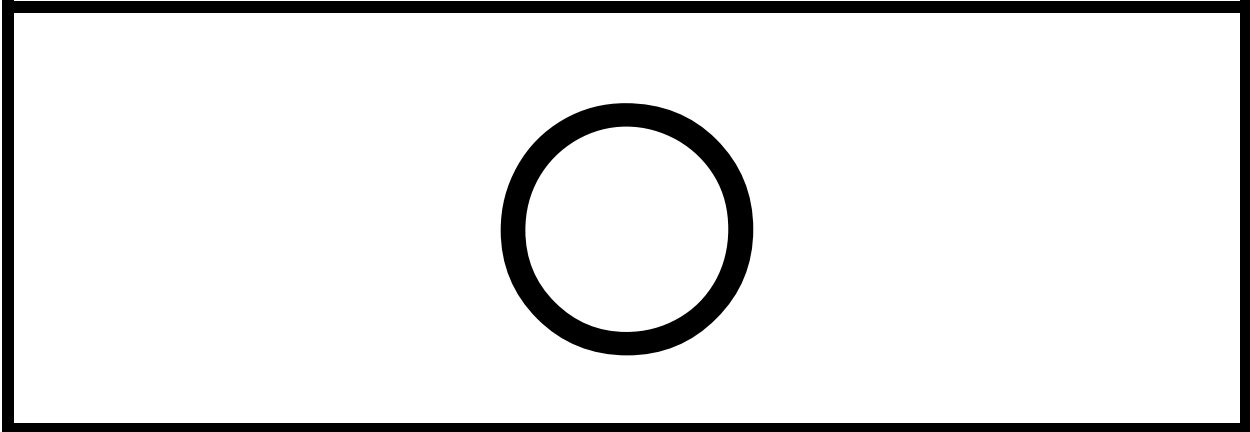
\_\_\_\_\_  
Signature  
Bonnie Svreck  
\_\_\_\_\_  
[CEO Name]  
City Manager  
\_\_\_\_\_  
[Title]

N

Homeownership Plan



**N/A**



Plan of Development  
Certification Letter

**N/A**

P

Copies of 8609s to  
Certify Developer  
Experience and  
Partnership agreements

## VHDA Experienced LIHTC Developers

### Notes:

Updated: 1/30/2020

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

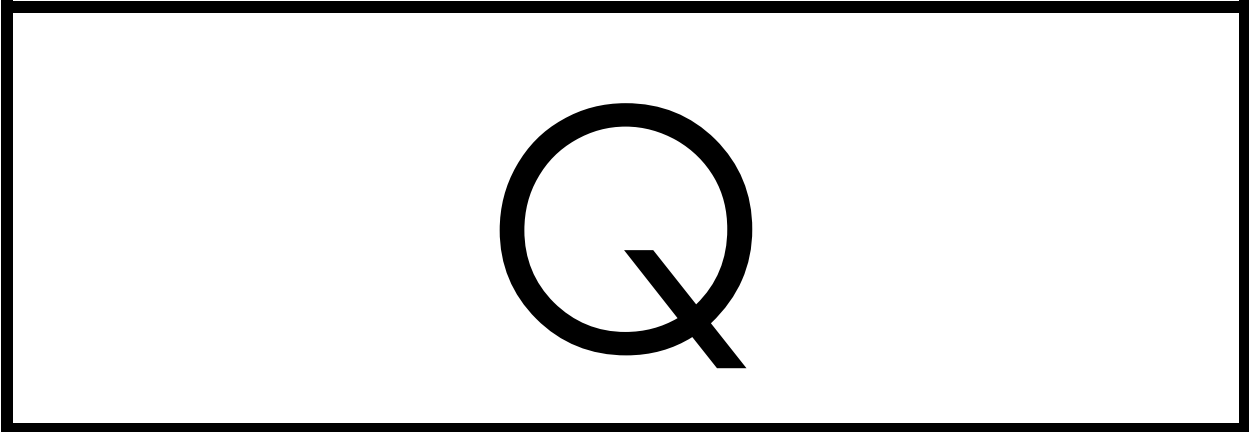
See LIHTC Manual for instructions on being added to this list

### INDIVIDUALS

1 Alexander, Randall P.	28 Fore, Richard L.	55 Mirmelstein, George
2 Asarch, Chad	29 Franklin, Wendell C.	56 Nelson, IV, John M.
3 Arista, Roberto	30 Friedman, Mitchell M.	57 Orth, Kevin
4 Barnhart, Richard K.	31 Gardner, Mark E.	58 Page, David
5 Baron, Richard	32 Gunderman, Timothy L.	59 Parent, Brian
6 Bennett, Vincent R.	33 Haskins, Robert G.	60 Park, Richard A.
7 Burns, Laura P.	34 Heatwole, F. Andrew	61 Park, William N.
8 Chapman, Tim	35 Honeycutt, Thomas W.	62 Pasquesi, R.J.
9 Cohen, Howard Earl	36 Hunt, Michael C.	63 Pedigo, Gerald K.
10 Connelly, T. Kevin	37 Iglesias, Adrian	64 Poulin, Brian M.
11 Connors, Cathy	38 Jester, M. David	65 Queener, Brad
12 Copeland, M. Scott	39 Johnston, Thomas M.	66 Ripley, F. Scott
13 Copeland, Robert O.	40 Jones Kirkland, Janice	67 Ripley, Ronald C.
14 Copeland, Todd A.	41 Kirkland, Milton L.	68 Ross, Stephen M.
15 Cordingley, Bruce A.	42 Kittle, Jeffery L.	69 Salazar, Tony
16 Counselman, Richard	43 Koogler, David M.	70 Sari, Lisa A.
17 Crosland, Jr., John	44 Koogler, David Mark	71 Sinito, Frank T.
18 Curtis, Lawrence H.	45 Lancaster, Dale	72 Stockmaster, Adam J.
19 Daigle, Marc	46 Lawson, Phillip O.	73 Stoffregen, Phillip J.
20 Dambly, Mark H.	47 Lawson, Steve	74 Surber, Jen
21 Deutch, David O.	48 Leon, Miles B.	75 Valey, Ernst
22 Dischinger, Chris	49 Lewis, David R.	76 Uram, David
23 Douglas, David D.	50 Margolis, Robert B.	77 Wilson, Stephen
24 Edmondson, Jim	51 McCormack, Kevin	78 Woda, Jeffrey J.
25 Ellis, Gary D.	52 McNamara, Michael L.	79 Wohl, Michael D.
26 Fekas, William L.	53 Melton, Melvin B.	80 Wolfson, III, Louis
27 Fitch, Hollis M.	54 Midura, Ronald J.	

### NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

- 1 AHC, Inc.
- 2 Alexandria RHA
- 3 Arlington Partnership for Affordable Housing (APAH)
- 4 Atlantic Housing Foundation, Inc.
- 5 Better Housing Coalition
- 6 Buckeye Community Hope Foundation
- 7 Community Housing Partners
- 8 Community Housing, Inc.
- 9 ElderHomes (dba Project: Homes)
- 10 Enterprise Homes, Inc
- 11 Fairfax County RHA
- 12 Homes for America, Inc.
- 13 Humanities Foundation, Inc.
- 14 Huntington Housing, Inc.
- 15 Newport News RHA
- 16 NHT Communities
- 17 Norfolk Redevelopment Housing Authority
- 18 People Incorporated
- 19 Piedmont Housing Alliance
- 20 Preserving US, Inc.
- 21 Portsmouth RHA
- 22 RHA/Housing, Inc.
- 23 Rush Homes
- 24 The Community Builders
- 25 Virginia Supportive Housing
- 26 Virginia United Methodist Housing Development Corporation
- 27 Wesley Housing Development Corporation
- 28 LEDIC Realty Company, LLC



Q

Documentation of Rental  
Assistance



February 24, 2020

Kristopher L. Knepper  
Miller's Rest Apartments, LP  
373 Edwin Drive  
Virginia Beach, VA 23462

RE: Miller's Rest Apartments, LP

Dear Mr. Knepper:

The Lynchburg Redevelopment & Housing Authority is committed to Miller's Rest Apartments, LP with project-based rental assistance (PBV) for eight (8) units. The project-based rental assistance will be funded using a portion of our tenant-based rental assistance. This commitment is conditional upon:

1. Receiving Low-Income Housing Tax Credits (LIHTC) award from the Virginia Housing Development authority, and
2. That the property is evaluated through the Environmental Assessment process and receives a Finding of No Significant Impacts (FONSI) and
3. That we receive a Release of Funds (ROF) based upon our submission of your Subsidy Layering Review, and
4. That we do not have a "substantial" reduction in funding from the Department of Housing and Urban Development for our Housing Choice Voucher Program.

Upon the satisfaction of the first three items, we will award an Agreement to enter a Housing Assistance Program (AHAP) contract to you at which time you may commence the development of the above captioned property. You must acquire all relative development and building permits from the City of Lynchburg prior to commencing and following the execution of the AHAP. The term of the PBVs will be 15 years subject to the execution of a HAP contract.

In addition, if you are applying for Low Income Tax Credits (LIHTC) through the VHDA, then this commitment is contingent on the Miller's Rest Apartments, LP project receiving a reservation of tax credits no later than July 31, 2020.

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

Sincerely,

William J. Sy nor II  
Interim 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

R

Documentation of  
Operating Budget





March 10, 2020

Freddie Fletcher  
 Miller's Rest Apartments, LP  
 373 Edwin Drive  
 Virginia Beach, VA 23462  
 ffletcher@lawsoncompanies.com

RE: Preliminary Utility Allowance for Miller's Rest

Dear Mr. Fletcher,

Please see the following Preliminary Utility Allowance (UA) for Miller's Rest located in Lynchburg, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	N/A
Water:	City of Lynchburg	Trash:	N/A
Sewer:	City of Lynchburg		

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

EARTH CRAFT PRELIMINARY UA*			ALLOWANCES BY BEDROOM SIZE		
Utilities	Utility Type	Paid by	1-bdr	2-bdr	3-bdr
Heating	Electric	Tenant	\$ 14	\$ 16	\$ 19
Air Conditioning	Electric	Tenant	\$ 6	\$ 8	\$ 9
Cooking	Electric	Tenant	\$ 5	\$ 7	\$ 8
Lighting	Electric	Tenant	\$ 22	\$ 26	\$ 31
Hot Water	Electric	Tenant	\$ 13	\$ 15	\$ 18
Water	-	Tenant	\$ 15	\$ 20	\$ 23
Sewer	-	Tenant	\$ 17	\$ 25	\$ 34
Trash	-	Owner	\$ -	\$ -	\$ -
<b>Total UA for costs paid by tenant</b>			<b>\$ 92</b>	<b>\$ 117</b>	<b>\$ 142</b>

*\*Allowances only for Miller's Rest as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets.*

Sincerely,

Rob McRaney  
 Business Relations Manager

S

Supportive Housing  
Certification

**N/A**

T

Funding Documentation

**N/A**

U

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



# Change Request Notification

03/10/2020

08:25 AM

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.

<b>Change Request #</b>	1-RentBurdenedPoints-MRA		
<b>Deal Name</b>	Miller's Rest Apartments	<b>VHDA #</b>	
<b>Address</b>		<b>Deal #</b>	2710
<b>Address cont</b>		<b>Request Date</b>	02/18/2020
<b>City</b>		<b>Regulation Year</b>	2019
<b>Zip</b>		<b>Status</b>	Approved

**Customer Requestor** apittman@lawsoncompanies.com

**Define Requirement** (as stated on Request)

2020 VHDA Tax Credit Manual\_v2020.2 – New Construction  
Housing Needs Characteristics - Areas with Little or No Increase In Rent Burdened Population  
Any proposed new construction development (including adaptive reuse and rehabilitation that creates additional rental space) that is located in an area identified by VHDA as an area with little or no increase in rent-burdened population will be assessed up to negative 20 points, depending upon the portion of the development that is additional rental space.

**Explanation of Request** (as stated on Request)

Miller’s Rest Apartments, LP, which will create new rental space, seeks an exception to this restriction as the proposed development is specialized housing designed to meet special needs that cannot readily be addressed utilizing existing residential structures. Since 2010, there have been few new LIHTC units created within Lynchburg. As such, there is much pent up demand for affordable and accessible housing. The current stock of affordable housing is insufficient to meet the current demand characteristics and needs of families residing in the MSA. Per the 2019 Lynchburg Housing Analysis, completed with \$20,000 Community Impact Grant from VHDA, more than 50% of households within Lynchburg are considered low-income. In additional, more than 10,000 households are classified as being cost burdened. Miller’s Rest Apartments will incorporate eight (8) 504 compliant units, as to provide new functional housing for households with a qualifying disability. As such, Miller’s Rest will provide specialized accessible housing that is not current being addressing by existing residential structures. Lastly, Miller’s Rest will help to ease the affordable housing shortage that is currently plaguing Lynchburg and surrounding areas.

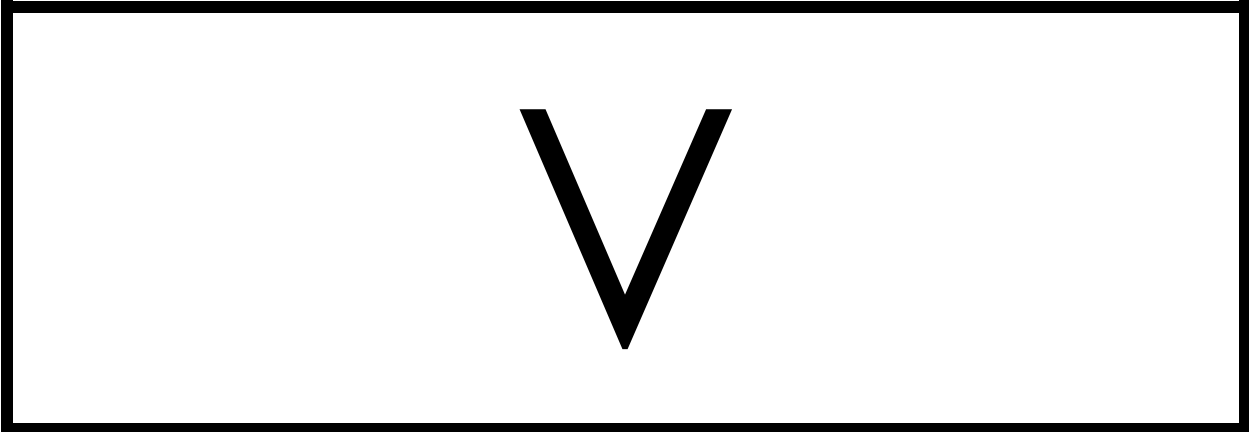
**Status: Approved**

**Comments**

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

---

JD Bondurant  
Director of LITHC Programs



V

Nonprofit or LHA Purchase  
Option or Right of First  
Refusal



Prepared by:  
Williams Mullen  
999 Waterside Drive  
Suite 1700  
Norfolk, VA 23510

GPIN 23806002

## **REAL ESTATE RIGHT OF FIRST REFUSAL AGREEMENT**

THIS REAL ESTATE RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement"), made and entered into as of February 18, 2020, by and between MILLER'S REST APARTMENTS, LP, a Virginia limited partnership ("Seller" and Grantor), and HAMPTON ROADS DEVELOPMENT CORPORATION, a Virginia non-stock non-profit corporation ("Purchaser" and Grantee), provides as follows:

### **RECITALS:**

A. Subject to the terms and conditions set forth herein, Seller desires to grant to Purchaser, and Purchaser desires to obtain from Seller, the exclusive right and right of first refusal to purchase the Property, on the terms and subject to the conditions set forth herein.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual covenants, premises, conditions and undertakings herein set forth, Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Seller and Purchaser hereby covenant and agree as follows:

1. **DEFINITIONS.** In addition to any other terms defined elsewhere in this Agreement or as otherwise defined in the Partnership Agreement, the following terms shall have the following meanings, unless the context requires otherwise:

A. "Property" shall mean that certain piece or parcel of real estate located in the City of Lynchburg, Virginia, and more particularly described on Exhibit A, attached hereto and made a part hereof, together with all appurtenances, rights, privileges and easements in any way benefiting, belonging, or appertaining to the Property, together with all buildings and improvements located on the Property, including, without limitation, the multi-family apartment buildings to be constructed thereon and to be known as Miller's Rest Apartments containing eighty (80) residential units, together with all mechanical systems, fixtures, equipment, compressors, engines, all electrical systems, fixtures and equipment, heating fixtures, systems and equipment, air conditioning fixtures, systems and equipment and plumbing fixtures, systems and equipment.

B. "Settlement" shall mean the closing of the purchase and sale of the Property pursuant to the provisions of this Agreement, which shall occur on the Settlement Date.

C. "Settlement Date" shall mean that certain date thirty (30) days after the exercise of the Refusal Right, or such extended date as may be agreed to in writing by Seller and Purchaser (but not before the expiration of the Compliance Period).

D. "Compliance Period" shall mean the "15 year initial compliance period" set forth in the Rules and Regulations for Allocation of Low-Income Housing Tax Credits, 13 VAC 10-180 *et seq.*, as published in the Virginia Housing Development Authority, Low-Income Housing Tax Credit Program, 2020 Application Manual, including all amendments thereto and clarifications thereof (the "Regulations"), and as set forth in the Seller's application for a reservation of low-income housing tax credits pursuant to the Regulations.

2. **GRANT OF RIGHT OF FIRST REFUSAL.** In the event that Seller receives a bona fide offer to purchase the Property, which offer Seller intends to accept, Purchaser shall have a right of first refusal to purchase the Property (the "Refusal Right") on the terms and conditions set forth in this Agreement and subject to the conditions precedent to the exercise of the Refusal Right specified herein. In addition to all other applicable conditions set forth in this Agreement, the foregoing grant of the Refusal Right shall be effective only if Purchaser is currently and remains at all times hereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Internal Revenue Code. Prior to accepting any bona fide offer to purchase the Property, Seller shall notify Purchaser and the Investor Limited Partner of such offer and deliver to Purchaser and the Investor Limited Partner a copy thereof (the "Refusal Exercise Notice"). Seller shall not accept any offer unless and until the Refusal Right has expired without exercise by Purchaser under the terms hereof.

A. **Term of Refusal Right.** The term of the Refusal Right shall commence on the first day of the year immediately following the expiration of the Compliance Period for the Property, and shall expire upon the earlier of (i) consummation of the sale of the Property after the Compliance Period to a person other than Purchaser after Purchaser has failed to exercise its Refusal Right in accordance with this Agreement, or (ii) one year after the last day of the year in which the Compliance Period for the Property expires (the "Refusal Right Term"). Accordingly, the maximum term shall be one (1) year.

B. **Purchase Price Under Refusal Right.** The purchase price for the Property pursuant to the Refusal Right shall be equal to the "Purchase Price," as defined hereafter.

3. **EXERCISE OF THE RIGHT OF FIRST REFUSAL.** The Refusal Right may be exercised by Purchaser by (a) giving written notice of its intent to exercise the Refusal Right to Seller in compliance with the requirements hereof, and (b) complying with the terms, conditions and closing requirements hereof. Any notice of exercise of the Refusal Right shall be given within fifteen (15) days after Purchaser has received Seller's Refusal Exercise Notice pursuant to Paragraph 2 hereof. The notice of intent shall specify the Settlement Date (as defined above). If Purchaser exercises the Refusal Right but fails to consummate the acquisition of the Property pursuant hereto for any reason other than a breach of this Agreement by Seller, the Refusal Right shall terminate, and neither party hereto shall have any further rights or obligations to the other with respect to this Agreement.

4. **PURCHASE AND SALE OF THE LAND.** If the Refusal Right is exercised as provided herein, then, upon the terms and conditions hereafter set forth, Seller hereby agrees to sell and convey the Property to Purchaser, and Purchaser hereby agrees to acquire and purchase the Property from Seller.

5. **PURCHASE PRICE.**

A. **Amount of Purchase Price.** The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be an amount equal to the sum of (i) the principal amount of outstanding indebtedness secured by the Property, all other loans from Seller's members or its affiliates, any accrued interest on any of such debts (but not including any indebtedness incurred within the five (5) year period ending on the Settlement Date, except indebtedness incurred for capital improvements, repair, replacement or maintenance to the Property) (the "Indebtedness"), and (ii) an amount sufficient to enable Seller to distribute funds to its Partners pursuant to the liquidation provisions of the Partnership Agreement equal to the sum of (a) Exit Taxes, and (b) any Federal, state and local income taxes owed by any Partner as a result of its receipt of the Exit Taxes. For purposes of this Agreement, "Exit Taxes" shall mean all Federal, state and local taxes attributable to such sale, including those incurred or to be incurred by the limited partners, including the members of the limited partners of Seller. Seller shall provide Purchaser with satisfactory evidence, including a proper accounting, of the amounts of the Indebtedness and the Exit Taxes which are payable for the purpose of calculating the Purchase Price, within ten (10) days following the date of exercise.

B. **Payment of Purchase Price.** The Purchase Price shall be payable at the Settlement by wire transfer of immediately available funds.

6. **SETTLEMENT.** Settlement shall occur on the Settlement Date in the offices of Purchaser's attorney, or at such other place as the parties may agree upon in writing. Possession of the Property shall be given to Purchaser at Settlement. Except as otherwise provided in this Agreement, Purchaser agrees to accept the Property at Settlement in "as is, where is" condition.

7. **TITLE.** Within ten (10) days after the effective exercise of the Refusal Right, Purchaser shall, at its expense, cause an examination of title to the Property to be made and shall advise Seller of those exceptions to title to the Property that render such title unmarketable. Any exceptions to title to the Property that do not render such title unmarketable, or of which Purchaser does not so notify Seller, shall hereafter be referred to as "Permitted Exceptions". Within ten (10) days after receiving such notice from Purchaser, Seller shall notify Purchaser of Seller's election either (i) to cure such exceptions, in which event Seller shall cure such exceptions promptly and at its expense, or (ii) not to cure such exceptions, in which event Purchaser shall either waive such condition and proceed to purchase the Property on the terms and at the price set forth herein or terminate this Agreement. If Purchaser so elects to terminate, this Agreement shall be of no further force and effect and the parties shall have no further rights or obligations hereunder. If Seller elects to remove, or cause the removal of, title exceptions as provided herein, the Settlement Date shall, if agreed to by Purchaser, be extended for such time as Seller and Purchaser may agree. Unless Seller expressly agrees to do so, Seller shall have no obligation to cure or remove any title exceptions.

8. **DUE DILIGENCE.**

A. **Purchaser's Tests and Inspections.** Purchaser shall have the right during the period from the exercise of the Refusal Right until the Settlement Date, and upon 24 hours prior notice to Seller (which notice may be oral or written) to enter upon the Property and to perform, at Purchaser' expense, economic, engineering, topographic, environmental, survey and marketing tests or any other studies, tests and due diligence as Purchaser elects. During this due diligence period, Seller agrees to make available to Purchaser for inspection any and all engineering studies and surveys relating to the Property that are in Seller's possession and control. Purchaser agrees to indemnify and hold Seller harmless from any claims, demands, liabilities, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising from entry upon the Property by Purchaser, or any agents, contractors, or employees of Purchaser. Purchaser, at its own expense, shall promptly repair any damage to the Property caused by Purchaser's tests, surveys, studies and inspections.

B. **Copies of Tests and Studies.** Purchaser shall deliver to Seller copies of the written results of such tests, surveys, studies and inspections obtained pursuant to Paragraph 8.A above.

C. **Survey.** Purchaser, at Purchaser's option and expense, may arrange for the preparation of a survey of the Property (the "Survey") prior to Settlement.

9. **SETTLEMENT DELIVERIES.**

A. **Seller's Deliveries.** At Settlement, Seller shall deliver to Purchaser all of the following documents and instruments each of which shall have been duly executed on behalf of Seller, where appropriate:

1. A special warranty deed (the "Deed") dated as of the Settlement Date conveying fee simple title to the Property free and clear of any monetary liens on the Property but subject to the Permitted Exceptions and any financing expressly assumed by Purchaser.

2. Appropriate resolutions or other consents of Seller, authorizing (a) the execution of this Agreement on behalf of Seller and all other documents and instruments to be executed by Seller hereunder, and (b) the performance by Seller of Seller's obligations hereunder and under each of the other documents and instruments referred to herein.

3. A Certification of Non-Foreign Status pursuant to Section 1445 of the Internal Revenue Code that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and related regulations), and applicable federal and state tax reporting certificates.

4. The originals of all leases affecting the Property (the "Leases").

5. An assignment and assumption agreement dated as of the Settlement Date assigning to Purchaser the Leases and such management agreements, service contracts and other agreements relating to the Property that are not terminated by Seller on or before the Settlement Date.

6. Tenant notification letters, dated as of the Settlement Date, informing the tenants of the Property that the Property has been sold to Purchaser and directing such tenants to pay rentals to Purchaser (or Purchaser's designated agent).

7. An amount of cash (or a settlement statement credit adjustment) equal to the sum of the tenants' security deposits held by Seller.

8. The Settlement Statement.

B. Purchaser's Deliveries. At Settlement, Purchaser shall pay or deliver to Seller all of the following (each of which shall have been duly executed on behalf of Purchaser, where appropriate):

1. Appropriate resolutions or certificates of Purchaser, authorizing (a) the execution of this Agreement on behalf of Purchaser and all other documents and instruments to be executed by Purchaser hereunder, and (b) the performance by Purchaser of Purchaser's obligations hereunder and under each of the other documents and instruments referred to herein.

2. The Purchase Price as provided in Section 5. hereof.

3. The Settlement Statement.

10. **SETTLEMENT COSTS: PRORATED ITEMS AND ADJUSTMENTS.**

A. Settlement Costs. Purchaser shall pay all costs of closing and transfer of the Property including the cost of the Survey, the title examination and the title insurance premium, Purchaser's legal fees and all recording taxes and fees in connection with the recordation of the Deed, except the Virginia Grantor's Tax which shall be paid by Seller. Seller shall pay its legal fees and costs.

B. Prorations. At Settlement, the following adjustments and prorations shall be computed as of the Settlement Date and, as hereafter set forth, the cash portion of the Purchase Price shall be adjusted to reflect such prorations:

1. All rents from the Property (including without limitation, any prorata payments by tenants with respect to taxes, operating expenses and utility fees) earned and attributable to the period prior to and including the Settlement Date will be retained by Seller to the extent that such rents have been collected on or before the Settlement Date. Rents (including any such prorata payments) earned and attributable to the period after the Settlement Date will be paid to Purchaser and, if received by Seller, will be paid by

Seller promptly to Purchaser. Rents received by Purchaser within ninety (90) days after Settlement that were earned and attributable to the period prior to and including the Settlement Date will be paid promptly to Seller; provided, however, that all rents received by Purchaser shall be credited to the obligations of tenants in direct order of maturity, beginning with the first due.

2. At Settlement, Seller, at no expense to Purchaser, shall transfer to Purchaser (i) in cash, all security and other deposits and fees as to the Leases and all interest required by law or by the Leases to be accrued or paid thereon, and (ii) all rights to such deposits and fees owed by Tenants pursuant to the Leases but not paid to Seller.

3. Real property taxes shall be apportioned between Purchaser and Seller as of the Settlement Date based on the ratio of the number of days in the tax period for which such taxes are paid to the number of days in such period (a) before and including the Settlement Date (with respect to which Seller shall be responsible) and (b) after the Settlement Date (with respect to which Purchaser shall be responsible). All special assessments and other similar charges that have become a lien upon all or any portion of the Property as of the Settlement Date shall be apportioned as of the Settlement Date in the same manner as real property taxes. If after Settlement any proration is determined to have been inaccurate, the parties will promptly make the proper adjustment payment or payments.

4. All prepayments or payments made or payments due under the management, service and other agreements assumed by Purchaser shall be prorated as of the Settlement Date in the manner provided in subparagraph 3 hereof for the proration of real property taxes.

5. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated and adjusted as of the Settlement Date in the manner provided in subparagraph 3 hereof. If accurate prorations and other adjustments cannot be made at Settlement because current bills are not obtainable, the parties shall prorate as of the Settlement Date on the best available information, subject to adjustment upon receipt of the final bills. Seller shall use its best efforts to have the utility meters read on the date preceding the Settlement Date so as to determine the proration of current utility bills. In all cases where the utility company involved will permit, charges for utilities serving the Property shall be billed separately to Seller for the period prior to and including the Settlement Date and to Purchaser for the period after the Settlement Date. Any utility charges not so separately billed shall be prorated as of the Settlement Date. All other income and operating expenses of the Property will be prorated as of the Settlement Date. If after Settlement, any proration is determined to have been inaccurate, the parties will promptly make the proper adjustment payment or payments.

11. **PURCHASER'S REPRESENTATIONS AND WARRANTIES.** To induce Seller to enter into this Agreement and to sell the Property, Purchaser hereby makes the following representations, warranties and covenants as of the date hereof:

A. Authority. Purchaser (i) is duly organized and validly existing, and (ii) has the authority (a) to execute and deliver this Agreement and all other documents and instruments to be executed and delivered hereunder, and (b) to perform its obligations hereunder and under such other documents and instruments in order to purchase the Property in accordance with the terms and conditions hereof. All necessary actions have been taken by Purchaser to confer upon the persons executing this Agreement and all documents that are contemplated hereby on Purchaser's behalf, the power and authority to do so.

B. Qualified Non-Profit Organization. Purchaser is an organization described in Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986, as amended, and exempt from taxation under Section 501(c) of the Code, whose purposes include the fostering of low-income housing, and is a "qualified non-profit organization" as that term is defined in the Regulations.

12. **SELLER'S REPRESENTATIONS AND WARRANTIES**. To induce Purchaser to enter into this Agreement and to purchase the Property, Seller hereby makes the following representations, warranties and covenants as of the date hereof:

A. Authority. Seller (i) is a duly organized and validly existing limited partnership under the laws of the Commonwealth of Virginia and (ii) has the power and authority (a) to execute and deliver this Agreement and all other documents and instruments to be executed and delivered by it hereunder, and (b) to perform its obligations hereunder and under such other documents and instruments in order to sell the Property in accordance with the terms and conditions hereof. All necessary actions have been taken to confer upon the person executing this Agreement and all documents that are contemplated hereby on Seller's behalf, the power and authority to do so.

B. Compliance with Laws. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable statute, law, ordinance, rule or regulation. There is no action, suit, proceeding or investigation pending or, to Seller's knowledge, overtly threatened against Seller that would prevent the transaction contemplated by this Agreement or that would become a cloud on the title to the Property or that questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto.

C. Conflict With Other Instruments and Agreements. Neither the execution of this Agreement by Seller nor the consummation by Seller of the transaction contemplated hereby will (i) conflict with, or result in a breach of, any provision of Seller's partnership agreement or (ii) conflict with, result in a breach of any term of, or in the termination of, or accelerate any instrument or agreement to which Seller is a party, or by which it may be bound. Seller is not a party to and is not bound by any sales contract, option agreement, right of first refusal agreement or other contract or agreement providing for the sale or other conveyance by Seller of the Property or any portion thereof.

13. **CONDITIONS PRECEDENT.**

A. **Conditions for the Protection of Seller.** It shall be a condition precedent to Seller's obligation to provide the Refusal Exercise Notice, sell the Property and perform its other obligations hereunder that each and every one of the conditions set forth under this Section 13.A. shall have been satisfied at or before Settlement, and Seller agrees to use reasonable good faith efforts to obtain each of the following:

1. Seller shall have obtained an allocation of Low-Income Housing Tax Credits from the Virginia Housing Development Authority in connection with the Property and in an amount acceptable to Seller by December 31, 2020.

2. Seller shall have constructed the Improvements and the same shall be occupied pursuant to duly authorized certificates of occupancy issued by the appropriate governmental authorities by December 31, 2022.

B. **The Seller's Right to Terminate.** Except as otherwise set forth above, if any condition set forth above is not satisfied within the Compliance Period, Seller shall have the right to terminate this Agreement and its obligation to sell the Property, in which event neither party shall have any further liability or obligation hereunder.

14. **CONDEMNATION AND RISK OF LOSS.**

A. **Condemnation.** In the event of condemnation or receipt of notice of condemnation of all of the Property, or any portion thereof, prior to the Settlement Date, Seller shall give written notice to Purchaser promptly after Seller receives such notice or otherwise learns of such condemnation or conveyance in lieu thereof. If all of the Property is, or is to be, condemned, this Agreement shall terminate immediately. If a material portion of the Property is, or is to be, condemned or taken, Purchaser, at its option, may elect either (a) to terminate this Agreement effective upon written notice to Seller not later than ten (10) days after receipt of notice from Seller, or (b) not to terminate this Agreement and proceed to Settlement, in which event the condemnation proceeds shall be applied as a credit to the Indebtedness.

B. **Risk of Loss.** The risk of loss or damage to the Property after the exercise of the Refusal Right and prior to the Settlement, by casualty, act of God or any other event, shall be upon Seller.

15. **REAL ESTATE COMMISSION.** Seller and Purchaser each hereby represents and warrants to the other that no broker, finder, real estate agent or other person has acted for or on its behalf in bringing about this Agreement, and each party hereby agrees to indemnify against and hold the other harmless from any claims, demands, losses, damages, liabilities, suits, actions, costs and expenses, including, without limitation, attorneys' fees, incurred in connection with a breach by the indemnifying party of the preceding representation and warranty. Seller hereby notifies Purchaser that principals of Seller's General Partner are licensed as real estate brokers in the Commonwealth of Virginia.



16. **DEFAULT.** If, after the exercise of the Refusal Right and prior to Settlement, Purchaser defaults in the performance of any of its obligations under this Agreement, Seller may, at the option of Seller, give Purchaser prompt written notice of such default and, after ten (10) days written notice thereof (if Purchaser fails to cure such default within such time), Seller shall be entitled to all remedies at law and in equity with respect thereto, including, but not limited to, the right to specific performance of this Agreement and the right to recover Seller's attorneys' fees incurred in connection therewith.

17. **GENERAL PROVISIONS.**

A. **Completeness and Modification.** This Agreement constitutes the entire agreement between the parties as to the transactions contemplated herein and supersedes all prior and contemporaneous discussions, understandings and agreements between the parties.

B. **Assignments.** Purchaser may not assign its rights hereunder without the prior written consent of Seller, in Seller's sole discretion. Notwithstanding the above, Purchaser's rights under this Agreement may be assigned to another "qualified non-profit organization," as defined in Regulations, at the option of Purchaser, with the approval of the Virginia Housing Development Authority ("VHDA"), or in the event Purchaser goes out of existence prior to the end of the Compliance Period, at the option of and upon the approval of VHDA.

C. **Recordation.** In the event Seller receives an unconditional reservation of low-income housing tax credits from VHDA, pursuant to the Regulations, on the Property, then this Agreement shall be recorded in the Clerk's Office of the Circuit Court of the City of Lynchburg, Virginia, at Seller's expense.

D. **Survival.** Seller's representations, warranties, covenants and agreements made in, or pursuant to, this Agreement shall not survive Settlement and shall merge into the Deed with the delivery and recordation thereof.

E. **Governing Law.** This Agreement and all documents and instruments referred to herein shall be governed by and shall be construed according to the laws of the Commonwealth of Virginia.

F. **Severability.** If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

G. **Notices.** Any notice expressly provided for or permitted under this Agreement shall be in writing, shall be given either manually or by mail or overnight delivery service, and shall be deemed sufficiently given when received by the party to be notified at its address set forth below, or three (3) business days after being mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to such party at such address, whichever shall first

occur. Any party and any representative designated below, by notice to the other party, may change its address for receiving such notices.

If to Seller: Miller's Rest Apartments, LP  
c/o TLC Holding Company, LLC  
373 Edwin Drive  
Virginia Beach, Virginia 23462  
Attention: Steven E. Lawson, Manager

If to Purchaser: Hampton Roads Development Corporation  
701 Greenbrier Parkway  
Chesapeake, VA 23320  
Attention: Managing Director

H. Incorporation by Reference. All of the Exhibits attached or referred to herein and all documents in the nature of such Exhibits are by this reference incorporated herein and made a part of this Agreement.

I. Interpretation. The section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever used herein, the singular number shall include the plural and vice versa, and the use of any gender shall include all other genders, all as the context may require.

J. Business Days. If any action is required under the provisions of this Agreement to occur by a date that is a Saturday, Sunday or legal holiday, such date shall be extended to the first day thereafter that is not a Saturday, Sunday or legal holiday.

K. Waiver. No waiver or purported waiver by Seller shall be valid against Seller unless it is in writing and signed by Seller.

L. Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

*[Signatures On Next Pages]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement under seal as of the day and year first written above.

**SELLER:**

MILLER'S REST APARTMENTS, LP

By: MILLER'S REST APARTMENTS GP, LLC,  
General Partner

By:  (SEAL)  
Steven E. Lawson, Manager

STATE OF VIRGINIA,        )  
CITY OF VIRGINIA BEACH) TO-WIT:

The foregoing instrument was acknowledged before me this 9<sup>TH</sup> day of MARCH, 2020, by Steven E. Lawson, Manager of Miller's Rest Apartments GP, LLC, a Virginia limited liability company, as General Partner on behalf of Miller's Rest Apartments, LP. He is known to me or produced a driver's license as identification.

My Commission Expires: 01-31-2021

Registration Number: 358644

Barbara L. Twine  
Notary Public

41906899\_2



**PURCHASER:**

Hampton Roads Development Corporation

By:  (SEAL)  
H. Scott Hardison, Managing Director

STATE OF VIRGINIA     )  
                                  )  
CITY OF VIRGINIA BEACH)     TO-WIT:

The foregoing instrument was acknowledged before me this 27<sup>TH</sup> day of FEBRUARY 2020, by H. Scott Hardison, Managing Director of Hampton Roads Development Corporation. He is known to me or has presented a driver's license as identification.

My Commission Expires: 01/31/2021  
Registration Number: 358644



Barbara L. Twine  
Notary Public

EXHIBIT A

PROPERTY DESCRIPTION

Those certain tracts or parcels of land, together with the buildings and improvements thereon, and the privileges and appurtenances thereunto belonging, situate, lying and being in that part of the City of Lynchburg, Virginia, that was annexed from the County of Campbell, Virginia, on January 1, 1976, and designated as Lots 22 and 23 as shown on the plat entitled "SUBDIVISION OF THE J. J. TERRELL EST., near Lynchburg, Campbell County, Virginia", made by S. S. Lynn, Surveyor, and of record in the Clerk's Office of the Circuit Court of Campbell County, Virginia, in Plat Book 2, page 85.

AND BEING a portion of the same real estate conveyed to Flipped, LLC, a Virginia limited liability company, by deed from William E. Jamerson (a/k/a Williams E. Jamerson, Sr.) and Ellen P. Jamerson, husband and wife, recorded in the Clerk's Office of the Circuit Court of the City of Lynchburg as Instrument Number 12008445.

W

(Reserved)



## Resident Internet Education

### Wi-Fi

#### How much does internet access cost?

- Wi-Fi usage will always be free, granted you are a resident of Miller's Rest Apartments.

#### Where can I access the internet?

- Wi-Fi access is only available in the clubhouse/community room.

#### How can I connect to Wi-Fi?

- Click on the network icon located on the right side of you Taskbar.
- The network icon will show as either a computer monitor and network cable, or as five ascending bars. (Windows 7 – Click the up arrow to see all icons)
- Under *Wi-Fi* or *Wireless Network Connection*, you'll see a list of the wireless networks in your area. (Windows 7 – Click the down arrow next to *Wireless Network Connection* to expand this section)
- Choose the network entitled **Miller's Rest Clubhouse** – Click *Connect*.
- Please enter the current password provided by property management when prompted.

#### What is Wi-Fi?

- Wi-Fi is used to provide internet access to devices that are within the range of a wireless network that is connected to the internet.
- With Wi-Fi, users are not required to be hard wired for internet usage.



## Security Plan and Use Guidelines

Miller's Rest Apartments provides Wi-Fi internet access to residents free of charge. Access is only provided in the clubhouse/community room.

To provide safe and secure access, Miller's Rest Apartments mandates the following:

- Residents act in a civil, tolerant and respectful manner while engaging in the use of social media.
- Users follow all applicable laws, including federal, state and local. Residents are responsible for using Wi-Fi appropriately to maintain privacy, confidentiality, and security of electronic information.
- Residents are responsible for all activities that occur during Wi-Fi usage.
- Residents may not attempt to circumnavigate login procedures or attempt to gain unauthorized access.
- Residents may only use Wi-Fi in a manner that does not interfere with the ability of Miller's Rest to provide Wi-Fi to all residents.
- Residents must respect the rights of copyright owners and obtain permission from owners when required.
- Residents may not use Wi-Fi to engage in any illegal, threatening, harassing, or bullying conduct.
- Access is granted to residents only. Residents will not assist in providing access to non-residents.
- Property Management will alternate the login password every month, but reserve the right to update as frequently as required. Updated passwords will be available through request to property management. It is the responsibility of the resident to obtain the password once updated.

Failure to follow all rules and procedures listed above may result in loss of Wi-Fi privileges or legal recourse.





# LAWSON REALTY

*Another Lawson Company*

## Draft Resident Acknowledgement Form Wi-Fi Internet Use

I, \_\_\_\_\_, acknowledge and formally agree to follow all Wi-Fi rules and guidelines as set forth by Lawson Realty Corporation. I acknowledge that I have received a resident internet education and security packet and am able to obtain a copy from property management as needed. I certify that I have read and fully understand the aforementioned security plan and education packet. As a resident at Miller's Rest Apartments, I pledge to utilize the Wi-Fi provided in the clubhouse in a safe and secure manner.

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Leasing Agent

\_\_\_\_\_  
Date

X

# Marketing Plan

For units meeting accessibility requirements of HUD section

504

## MARKETING PLAN FOR RESIDENTS WITH DISABILITIES Miller's Rest Apartments

This Marketing Plan has been created for Miller's Rest Apartments, an eighty (80) unit housing development in which eight (8) units, ten percent (10%) of the total unit count, will be reserved for individuals with qualifying disabilities. All eight (8) units will conform to HUD regulations interpreting the accessibility requirements of Section 504. Lawson Realty Corporation will engage in marketing activities specific to persons with disabilities as to find qualifying occupants for the eight (8) Section 504 compliant units.

### **OWNER'S INTENT**

Miller's Rest Apartments will provide units with a high level of accessibility; including Section 504 compliant and Universal Design. Miller's Rest intends to provide eight (8) fully accessible units, which will conform to HUD regulations interpreting the accessibility requirements of Section 504, for people in need of rental housing with accessible units. These eight (8) units will be actively marketed and rented to persons with disabilities.

The eight (8) Section 504 compliant units will be held vacant for a minimum of sixty (60) days during which ongoing marketing efforts will be documented. Lawson Realty will contact no less than two (2) resources monthly should any of these eight (8) units become unoccupied. If a qualified household including a person with a qualifying disability is not located in that timeframe, Lawson Realty will submit evidence of marketing to VHDA's Program Compliance Officer and request approval to rent the unit to any income-qualified household. If the request is approved, the lease will contain a provision that the household must move to a vacant unit if a household including a person with a disability applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the prospective tenant, which includes a person with a qualifying disability, will be placed on Miller's Rest Apartments waiting list. The prospective tenant will be placed in a Section 504 compliant unit, when the first available vacant comparably sized unit becomes available to move the current occupant.

### **IMPLEMENTATION OF OWNER'S INTENT**

Lawson Realty Corporation, the Management Agent, will rent the eight (8) Section 504 compliant units only to households that include a person with a qualifying disability, unless such a household cannot be found during the sixty (60) day marketing effort. Concentrated marketing efforts will occur, in addition to normal routine marketing strategies, to ensure qualified individuals are aware of the availability of accessible units.

### **Concentrated Marketing Efforts:**

**VirginiaHousingSearch.com** – Lawson Realty will post Miller’s Rest Apartments on the [virginiahousingsearch.com](http://virginiahousingsearch.com) website. We will communicate the fact that the development has accessible units.

**Lynchburg Redevelopment and Housing Authority** – Lawson Realty will communicate to Lynchburg Redevelopment and Housing Authority the availability of accessible units.

**Local physical therapy offices** – Lawson Realty will contact local physical therapy offices throughout the region to communicate the availability of accessible units at Miller’s Rest Apartments.

**Local hospitals** – Lawson Realty will contact the discharge departments at local hospitals to communicate the availability of accessible units at Miller’s Rest Apartments.

**The Community Services Board** – Lawson Realty has communicated with The Community Services Board of several cities to identify housing needs and inform them of availability of accessible units. We will continue to communicate with them to identify units available at Miller’s Rest Apartments.

**Local Social Services Departments** – Lawson Realty will communicate with the local municipalities’ social services departments to inform them of the availability of accessible units at Miller’s Rest Apartments.

**Local Housing Authorities’ Housing Choice Voucher Departments** – Lawson Realty will communicate with the Local Housing Authorities that Miller’s Rest Apartments accepts Housing Choice Vouchers for their accessible units. The property may also be available for qualified households on the Housing Choice Voucher waiting lists.

**Orthopedic and Prosthetic Offices** – Lawson Realty will market to orthopedic and prosthetic offices to communicate the availability of accessible units at Miller’s Rest Apartments.

**AccessVA.org and other supportive non-profit organizations** – Communicate with accessibility-minded organizations to inform them of the availability of accessible units at the property.

**VHDA** – Ensure VHDA representatives charged with accessible unit outreach are aware of the availability of these units at our property.

### **Normal Routine Marketing:**

**Industry Publications** – Lawson Realty routinely markets properties in The Apartment Guide and The Apartment Book when marketing conditions necessitate the expenditure. These publications reach a vast number of individuals interested in apartment living. We will identify the fact that Miller's Rest Apartments has accessible units available at the community.

**Newspaper/Internet Advertisements** – Both newspaper and internet advertisements are excellent vehicles to reach a broad target group for housing (as needed by the property as these are costly vehicles, but effective). We will identify the availability of accessible units when advertising through these mediums.

**Resident Newsletters** – Miller's Rest Apartments will continue to send out periodic newsletters to the residents of the community. In future publications Lawson Realty will communicate the presence of accessible units at the community.

**Referrals** – Lawson Realty pays residents who refer households who qualify and move into our communities. We will inform our client base of the availability of accessible units and continue to pay incentives. Lawson Realty also promotes referrals by other Lawson Communities. There are approximately 5,400 apartments in our management portfolio and Property Managers will be informed of the availability of accessible units at the community.

Lawson Realty will not be restricted solely to the marketing means identified above and will explore other marketing means of spreading the word that Miller's Rest Apartments has accessible units at the community.